CUSTOMER TRADING TERMS & CREDIT AGREEMENT

Wholesale supply of bread and bakery products on credit terms

Ref BS-CTA-2026 | Version October 2026 | Governed by the laws of Victoria, Australia

Bread Staple is a trading name of NIRGUN PTY LTD · ABN 21 646 097 645 · ACN 646 097 645

> These are the terms on which Bread Staple supplies wholesale bakery products on credit to a business customer. The customer signs them before opening an account.

HOW TO COMPLETE THIS FORM

1. Type into the boxes on screen, or print the form and complete it by hand in BLOCK LETTERS.
2. **Initial every page** in the boxes at the bottom of the page. A Guarantor initials too when clause 11 applies.
3. Provide at least **two trade references** (clause 1) and complete the card authorisation (clause 8). Write the last 4 digits only, never the full card number.
4. Sign and date the signature section (clause 17).
5. Email the completed form to **info@breadstaple.com.au**. We cannot open your account until every page is initialled and all details are complete.

1 PARTIES AND CUSTOMER DETAILS

Supplier: NIRGUN PTY LTD (ACN 646 097 645) trading as Bread Staple, ABN 21 646 097 645, 16a Robbins Cct, Williamstown North VIC 3016, info@breadstaple.com.au, WhatsApp 0428 163 690 (**Bread Staple**, **we**, **us**).

Customer (**you**):

Detail	Customer to complete
Legal entity name	
Trading name	
ABN / ACN	
Entity type (company, sole trader, partnership, trust)	
Registered address	
Delivery address	
Accounts contact name, phone, email	

Detail	Customer to complete
Ordering contact name, phone	
Directors / owners / partners (full names)	
Delivery access: door, lock or key safe code	
Secure drop-off location at premises	
Delivery days required (Mon–Fri)	
Requested credit limit ($)	

Trade references (minimum two):

Supplier business name	Contact person	Phone	Email	Account held since

You must tell us in writing within 7 days if any of these details change, including a new access code, a new owner or a change of entity.

2 DEFINITIONS

- **Agreement** means these terms, the customer details in clause 1, the credit application and any price list we give you.
- **Business Day** means a weekday that is not a public holiday in Victoria.
- **Goods** means bread and bakery products we supply to you.
- **Invoice** means a tax invoice we issue for Goods.
- **Logistics Provider** means the delivery company we engage to deliver Goods.
- **Order** means a request for Goods sent to us under clause 3.
- **PPSA** means the *Personal Property Securities Act 2009* (Cth).
- **Guarantor** means each person who signs the guarantee in clause 11.

If there is a conflict, this Agreement prevails over any terms in your purchase orders or documents.

3 ORDERING

3.1 Orders are accepted by WhatsApp only, to 0428 163 690. Orders sent by any other channel are not accepted unless we confirm them in writing.

3.2 Orders must be placed at least 48 hours before the delivery day, before 12:00 PM.

3.3 The minimum order value is $70 (excluding GST) per delivery.

3.4 An Order is accepted only when we confirm it or deliver the Goods. We may decline an Order if your account is overdue, over its credit limit or suspended, and we will tell you why.

3.5 You may change or cancel an Order free of charge up to 48 hours before delivery, before 12:00 PM. After that, the Goods are usually already in production, and you must pay for them unless we agree otherwise.

3.6 If we cannot supply an item, we will tell you as early as we can and will not charge you for it.

4 PRICES AND GST

4.1 Prices are as set out in our current wholesale price list. Prices exclude GST unless stated. GST is added where it applies.

4.2 We may change prices by giving you at least 14 days' written notice. New prices apply only to Orders delivered after the notice period ends.

4.3 If you do not accept a price change, you may close your account before it takes effect without any fee, after paying for Goods already delivered.

5 DELIVERY AND ACCESS

5.1 We deliver Monday to Friday, on the days agreed for your account. Delivery times are estimates. We will try to tell you about any significant delay.

5.2 Goods may be delivered by our Logistics Provider, including overnight or in the early morning when your premises are unattended.

5.3 You authorise us and our Logistics Provider to enter the agreed area of your premises to make deliveries, using the access code or key arrangement you give us.

5.4 You must provide safe access and a secure, clean drop-off spot protected from weather, pests and the public. Goods are delivered when they are left in that spot.

5.5 Risk in the Goods passes to you on delivery. We are not responsible for loss, theft, spoilage or contamination of Goods after they have been left in the agreed spot, unless it was caused by us or our Logistics Provider.

5.6 If we cannot deliver because access is unavailable, the code is wrong or the drop-off spot is unsafe, we will try to contact you. You must pay for the Goods unless the failure was our fault.

5.7 We will only use your access code for deliveries. We will share it only with our Logistics Provider, under a written confidentiality agreement. Please change the code if you believe it has been misused, and let us know the new one.

5.8 **Regional delivery charge:** Deliveries to regional areas outside metropolitan Melbourne attract a delivery charge of $20 to $25 per delivery, depending on location. We will confirm your delivery charge in writing before your first delivery, and it will appear on your Invoice.

6 CHECKING GOODS, CLAIMS AND FOOD SAFETY

6.1 Because Goods are perishable, please check each delivery as soon as possible. Report shortages, damage or wrong items by WhatsApp within 24 hours of delivery, with photos where you can.

6.2 If a claim is valid, we will replace the Goods, credit your account or refund you, at your choice where the law requires it.

6.3 Do not return Goods without our approval. We cannot accept returns of Goods that were correctly supplied.

6.4 Once delivered, you are responsible for storing, handling and selling the Goods safely and in line with food safety laws, including use-by and best-before dates.

6.5 Our product and allergen information is available on request. You are responsible for passing correct allergen information to your own customers. Tell us promptly about any suspected food safety issue.

7 PAYMENT TERMS

7.1 Invoices are payable within **7 days** of the invoice date (7-day trading terms). Payment is due weekly.

7.2 Pay by bank transfer to the account shown on the invoice, using the **invoice number** as the reference. Send your remittance advice to breadstaple@gmail.com.

7.3 We may set a credit limit for your account and review it at any time with notice to you.

7.4 **Next order condition:** we deliver your next Order only once all previous Invoices that are due have been paid. If an Invoice is overdue, we may hold deliveries until it is paid. We will tell you before we do this.

7.5 If an Invoice is still unpaid 14 days after it is due, we may suspend your account after giving you written notice.

7.6 Interest may be charged on overdue amounts from the due date until paid, at the rate fixed under the *Penalty Interest Rates Act 1983* (Vic), calculated daily.

7.7 You must pay reasonable costs we actually incur in recovering overdue amounts, such as debt collection or legal costs. We will not charge fixed late fees.

7.8 If you dispute an Invoice, tell us in writing within 7 days with the reason. You must pay the undisputed part on time. We will work with you to resolve the disputed part promptly.

7.9 Payments are applied to the oldest outstanding Invoice first, unless we agree otherwise.

7.10 **Letter of demand:** If an Invoice remains unpaid after its due date, we may send you a formal written letter of demand for the overdue amount.

7.11 **Legal recovery:** If the amount in the letter of demand is not paid in full within **7 days** of the date of the letter, we may start legal proceedings or refer the debt to a debt collection agency to recover it, without further notice. Clause 7.7 applies to the costs of recovery.

8 CARD AUTHORISATION (PAYMENT SECURITY)

8.1 As a condition of credit, you authorise us to charge the nominated credit or debit card for any Invoice that remains unpaid **7 days after its due date**, after we have sent you at least **3 Business Days' written notice** of the amount and the Invoice numbers.

8.2 We will charge only the overdue amount stated in the notice. We will send you a receipt for every charge.

8.3 **No card surcharge** will be added. Card surcharges on eftpos, Mastercard and Visa are not permitted from 1 October 2026.

8.4 You may update or replace the nominated card by giving us written notice. Cancelling the card does not cancel amounts you owe.

8.5 Card details must be provided only through our secure payment form or by phone, never by email or WhatsApp. We do not store full card numbers ourselves. They are held by our payment provider.

Card authorisation	Customer to complete
Cardholder name	
Card type (Visa / Mastercard / eftpos)	
Last 4 digits only (full details via secure form)	
Expiry	
Cardholder signature and date	

9 OWNERSHIP OF GOODS (RETENTION OF TITLE) AND PPSA

9.1 Ownership of the Goods stays with us until all amounts owing on your account are paid in full.

9.2 Until then, you may use or sell the Goods in the normal course of your business. You hold the proceeds of sale on our behalf to the extent of the amount you owe us.

9.3 You agree this Agreement creates a security interest in the Goods and their proceeds under the PPSA. We may register it on the Personal Property Securities Register.

9.4 You agree to sign any document and give any information we reasonably need to register or protect our security interest.

9.5 To the extent the law allows, you waive your right to receive a verification statement under section 157 of the PPSA.

10 TRADE REFERENCES AND CREDIT ASSESSMENT

10.1 You must provide at least two trade references as part of our credit assessment. We will open a credit account only after the assessment is complete.

10.2 You authorise us to contact your trade references and ask about your payment history with them. You confirm you have told each referee that we may contact them.

10.3 You authorise us to search public registers, such as the ABN Lookup, ASIC registers and the PPS Register, about the Customer.

10.4 Any check on an individual's personal credit information will be done only with that individual's separate written consent and in line with the *Privacy Act 1988* (Cth).

10.5 We may decline credit or set a lower credit limit based on the assessment. If credit is declined, you may still buy on payment-before-delivery terms.

11 PERSONAL GUARANTEE (COMPANIES AND TRUSTS)

This clause applies when the Customer is a company or a trustee. Each director or owner who signs as Guarantor agrees:

11.1 To guarantee payment of all amounts the Customer owes us under this Agreement, up to a maximum of **twice the Customer's approved credit limit**, plus reasonable recovery costs.

11.2 That we may claim from the Guarantor if the Customer does not pay within 14 days of a written demand.

11.3 That the guarantee continues until the Guarantor gives us written notice ending it. It still covers amounts owing for Goods delivered before that notice.

11.4 That they have read this clause and had the chance to get independent legal advice before signing.

12 CONSUMER LAW AND LIABILITY

12.1 Nothing in this Agreement excludes, restricts or changes any right or remedy you have under the Australian Consumer Law that cannot lawfully be excluded.

12.2 Where the law allows, our liability for Goods that do not meet a consumer guarantee is limited to replacing the Goods, supplying them again, or refunding or crediting their price.

12.3 Neither party is liable to the other for indirect loss, such as loss of profit or business, except where caused by fraud, wilful misconduct or a breach of law.

12.4 Each party is responsible for loss caused by its own negligence or breach of this Agreement.

12.5 Neither party is responsible for delay or failure caused by events beyond its reasonable control, such as severe weather, power failure or road closures. The affected party must notify the other promptly and try to limit the effect.

13 PRIVACY AND CONFIDENTIALITY

13.1 We collect the personal information in this Agreement (names, contact details, guarantor details, access codes and references) to open and manage your account, deliver Goods, assess credit and recover debts.

13.2 We disclose it only to our Logistics Provider (delivery address, contact and access details), our payment provider, our accountant, debt collectors and lawyers where needed, and as the law requires.

13.3 Our Logistics Provider is bound by a written agreement to keep your information and access codes confidential and secure, and to use them only for our deliveries.

13.4 We keep your information secure and destroy it when we no longer need it. You may ask to see or correct your information by contacting info@breadstaple.com.au.

13.5 Each party keeps the other's prices, terms and business information confidential, except where disclosure is required by law.

14 CHANGES, ENDING THE ACCOUNT AND CHANGE OF OWNERSHIP

14.1 We may update these terms by giving you at least 30 days' written notice. If you do not agree to the change, you may close your account before it takes effect, without any fee.

14.2 Either party may end this Agreement at any time by giving 14 days' written notice.

14.3 Either party may end this Agreement immediately by written notice if the other seriously breaches it and does not fix the breach within 7 days of being asked, or becomes insolvent.

14.4 When the Agreement ends, all unpaid Invoices become due. Clauses 7, 9, 11, 12, 13 and 15 continue to apply.

14.5 You must tell us in writing at least 14 days before any sale of your business, change of entity or change of directors. Until we receive notice, you remain responsible for Orders placed on your account.

15 RECIPES, PRODUCTS AND EXCLUSIVITY

15.1 **Ownership of recipes:** Bread Staple owns all recipes, formulations, ingredient lists, methods, techniques and product designs used to make the Goods. This includes products made or customised to your request.

15.2 **Customised products:** Making a product to your request, or with your input, does not transfer any ownership of the recipe or method to you. Ownership changes only if both parties sign a separate written agreement that says so.

15.3 **Your use:** You may sell the Goods you buy from us. You must not copy, reverse engineer or disclose our recipes or methods, or ask another supplier to reproduce a product using them. Your own business name, logo and branding remain yours.

15.4 **No exclusivity:** We may supply any product, including products similar to those we supply to you or customised for you, to any other customer. You cannot require us to supply, or not supply, any product to a particular person or business, or to supply you exclusively.

15.5 **Exclusive arrangements:** Any exclusivity, territory or reserved-product arrangement applies only if it is set out in a separate written agreement signed by both parties. Verbal discussions do not create exclusivity.

15.6 **Range changes:** We are not obliged to make or keep making a particular product. We will give you reasonable notice before we stop supplying a product you order regularly.

16 DISPUTES, NOTICES AND GENERAL

16.1 **Disputes:** If a dispute arises, the parties will first try to resolve it in good faith within 14 days. If it is not resolved, either party may refer it to the Victorian Small Business Commission for mediation before starting court action, except for urgent relief or recovery of an undisputed debt.

16.2 **Notices:** Written notices may be sent by email to the addresses in clause 1. Order and delivery messages may be sent by WhatsApp.

16.3 **Governing law:** This Agreement is governed by the laws of Victoria, Australia.

16.4 **Whole agreement:** This Agreement is the entire agreement about the supply of Goods on credit.

16.5 **Severance:** If any part of this Agreement is invalid or unenforceable, it is removed, and the rest continues to apply.

16.6 **No waiver:** A delay in enforcing a right is not a waiver of that right.

16.7 **Assignment:** You may not transfer this Agreement without our written consent.

INITIALS REQUIRED ON EVERY PAGE | Customer | Guarantor

17 SIGNATURES

By signing, the Customer confirms it has read and accepts this Agreement, and that the information provided is true and complete. The Customer, and each Guarantor, must **initial every page** of this Agreement. The Agreement is not complete, and we will not open an account, until every page is initialled and this section is signed.

Customer (signed by an authorised director or owner)

Name	Position	Signature	Date

Guarantor(s) (personal guarantee, clause 11)

Guarantor full name	Residential address	Signature	Date	Witness name and signature

Bread Staple

Name	Position	Signature	Date
Ketki	Administration		