

## Terms & Conditions of Coles Online Customer Credit Accounts

Coles Supermarkets Australia Pty Ltd ABN 45 004 189 708 trading as Coles Online (**Coles Online**) agrees to permit the Account Holder (**you**) to purchase goods on credit (**Credit Facility**) subject of the following Terms and Conditions.

If you or any person authorised by you (**Authorised Operator**) use the Credit Facility this means you agree to be bound by these Terms and Conditions. If you or any Authorised Operator use the Credit Facility after these Terms and Conditions are varied this means you agree to be bound by the varied Terms and Conditions.

### CONDITIONS

To use the Credit Facility to purchase goods;

- (a) you must have an ABN;
- (b) each use of the Credit Facility must be for a minimum total purchase of \$50;
- (c) the Credit Facility must be used for transactions amounting to not less than \$1,000 per month; and
- (d) the Credit Facility must not be used to place orders requiring delivery on a Monday.

Failure to comply with these conditions may lead to cancellation or suspension of the Credit Facility, in the discretion of Coles Online.

The Coles Customer Agreement, a copy of which is located at <https://shop.coles.com.au/a/a-national/content/customer-agreement#THEAGREEMENT>, is incorporated into these Terms and Conditions and shall apply in respect of all sales made to you.

### USE OF THE CREDIT FACILITY

The Credit Facility must only be used by You to purchase reasonable quantities of goods for use by your business and Coles may in its absolute discretion:

- (a) limit the quantity of individual goods that may be purchased in a single transaction or multiple transactions on this Credit Facility; and
- (b) terminate the Credit Facility where Coles considers that You are using the Credit Facility to purchase unreasonable quantities of goods.

### CREDIT LIMIT

Coles Online will notify you of your credit limit before a debt is first incurred.

Coles Online periodically reviews its credit limits. By using the Credit Facility you permit Coles Online to review and revise your credit limit from time to time.

Coles Online may increase your credit limit at your specific request. Coles Online may also increase your credit limit by notifying you of an increase. If you did not request an increase, you have 13 days to reject the increase from the date of the notice of the increase.

Coles Online may reduce your credit limit at your specific request. Coles Online may also reduce your credit limit without approval but Coles Online will not reduce your limit below the outstanding balance of the Credit Facility.

Signed: .....

Date: .....

Coles Online - Application for Credit Account

### PAYMENT

Payment of statement balances and/or invoices are to be made by direct deposit to Coles Online's bank account the details of which will be advised when your account is approved.

### PAYMENT TERMS

Unless otherwise agreed, Coles Online will email you a monthly statement on the 1<sup>st</sup> business day of every month.

If you have negotiated a payment term other than monthly, statements will be provided more frequently as agreed between you and Coles Online.

You agree to make payment via the method specified above. You agree to deposit the funds with sufficient time for the payment to reach the Coles Online bank account by the payment date specified on the statement.

### APPLICATION OF PAYMENTS

Coles Online will ordinarily apply payments against the oldest outstanding amount due.

### DEFAULT

If you or an Authorised Operator:

- (a) obtain any credit by fraud or dishonesty;
- (b) fail to pay any amount owed to Coles Online by the due date;
- (c) breach any of these Terms and Conditions;
- (d) use the Credit Facility in circumstances where Coles Online believes that the continued use of the Credit Facility may cause loss or damage to you or to Coles Online,

or if:

- (e) any person who has guaranteed your obligations under the Credit Facility withdraws that guarantee,

then Coles Online may close or suspend the Credit Facility. If the Credit Facility is closed or suspended, Coles Online may require you to immediately pay all outstanding amounts. Suspension or cancellation does not affect any of your obligations or those of any Authorised Operator, in respect of the Credit Facility.

### USE OF INFORMATION

You acknowledge that Coles Online may use the information in the Credit Facility application:

- (a) to send you information and promotional material. If you do not wish to receive direct marketing offers from Coles Online, call the Coles Online Customer Care Centre on 1800 455 400; and
- (b) to verify your creditworthiness with third party agencies.

### JURISDICTION

The law of the State of Victoria is the governing law of these Terms and Conditions and you agree to submit to the exclusive jurisdiction of the courts of Victoria.

### CONSENT

You acknowledge that these Terms and Conditions on which the Credit Facility is issued may be changed at anytime by Coles Online or any of its related businesses by way of public advertisement or circular forwarded to you (including by email), and you will be bound by such Terms and Conditions unless you advise Coles Online that you do not accept them within 14 days of such notice being issued.