



## APPLICATION FOR CREDIT ACCOUNT

1. NAME OF CUSTOMER: PROTEIN PTY LTD  
DRIVERS LICENSE NO. (if customer is an individual) \_\_\_\_\_
2. FULL TRADING NAME: PROTEIN P/L
3. TRADING OR BUSINESS ADDRESS: 78 COCHRANES RD  
MOORABBIN VIC 3189  
PHONE NUMBER: 0395551059 FAX NUMBER: 0395552230  
EMAIL ADDRESS: \_\_\_\_\_ WEBSITE: www.proteinaustralia.com
4. A/C'S PAYABLE CONTACT: HENNING PHONE: 0425 849 783  
EMAIL ADDRESS: accounts@proteinaustralia.com
5. INDICATE WHETHER SOLE TRADER/PARTNERSHIP/COMPANY/ TRUST
6. IF A COMPANY, DATE: 01.01.17 AND STATE VIC OF INCORPORATION  
A.C.N. NUMBER: \_\_\_\_\_ A.B.N. NUMBER: 76 613 845 574
7. SOLE TRADER DATE OF BIRTH N/A
8. NUMBER OF YEARS IN OPERATION: 1 YEAR
9. NAME & ADDRESS OF OWNER(S)/PARTNERS/DIRECTORS:  

FULL NAME	PRIVATE ADDRESS	WORKING/NON WORKING
<u>PAUL IKIN</u>	<u>2A DECAT AVE BENTLEIGH EAST</u>	<u>(W)</u>
<u>JOHN MUNRO</u>	<u>8 RUABON RD TOORAK VIC</u>	<u>(W)</u>
<u>HENNING SKAALBAEK</u>	<u>31 SKYLINE CRES KEILOR</u>	<u>(W)</u>
10. ARE PREMISES OWNED? ☒ OR LEASED? ☒  
IF OWNED DOES A MORTGAGE EXIST? YES/NO N/A
11. NAME & ADDRESS OF BANKERS: CBA
12. NAME & ADDRESS OF AUDITORS: AGOSTINELLI PERLEN JOHN  
AGOSTINELLI
13. TRADING REFERENCES:  
NAME, TELEPHONE & FAX NOS. OF 3 MAJOR CREDIT SUPPLIERS:  

NAME	PHONE NO.	FAX NO.
1. <u>GOLDEN POULTRY</u>	<u>039 360 4288</u>	
2. <u>WESTSIDE MEATS</u>	<u>035367 3044</u>	
3. <u>MARINER INTERNATIONAL</u>	<u>0418 374 151</u>	

The above information is certified as correct and supplied for the purpose of Multi-Color Corporation and Multi-Color Group considering this application for a Credit Account. The Customer acknowledges that it understands that its standard terms of trade with Multi-Color Corporation and/or Multi-Color Group is strictly net cash 30 days after end of month of the invoice date and the Customer agrees to comply with the terms and conditions set out in this document (and overleaf) (Terms and Conditions).

SIGNED FOR AND ON BEHALF OF: PROTEIN P/L / JOHN MUNRO

BY: [Signature] POSITION HELD: DIRECTOR  
SIGNATURE

DATE: 12/2/18

## MULTI-COLOR CORPORATION AND/OR MULTI-COLOR GROUP TERMS AND CONDITIONS OF TRADING

### DEFINITIONS

"Customer" means the person who buys or has agreed to buy Printed Materials from Multi-Color Corporation and/or Multi-Color Group.  
 "Printed Materials" means printed materials sold or supplied by Multi-Color Corporation and/or Multi-Color Group to the Customer.

"Multi-Color Corporation" refers to:

- Multi-Color (SA) Pty Ltd
- Multi-Color (QLD) Pty Ltd

"Multi-Color Group" refers to:

- Multi-Color Corporation Australia Pty Ltd
- Multi-Color (Barossa) Pty Ltd
- Multi-Color (Griffith) Pty Ltd
- Multi-Color (WA) Pty Ltd

### 1. "GUARANTEE TO PERFORM"

The term "guarantee to perform" means Multi-Color Corporation and/or Multi-Color Group agrees to replace printed material found to be faulty as a result of either; the Printed Material not being manufactured within agreed tolerances or specifications; or use of faulty materials.

#### PROVIDED THAT;

- 1.1. Specifications as recommended by Multi-Color Corporation and/or Multi-Color Group have been agreed to by the Customer.
- 1.2. The Customer supplies or approves artwork and/or a signed bromide of the printed material prior to commencement of manufacture.
- 1.3. Where deemed necessary by Multi-Color Corporation and/or Multi-Color Group or requested by the Customer, a standard specification card is prepared by Multi-Color Corporation and/or Multi-Color Group and signed by the Customer.

**NOTE:** This specification card will remain current for all subsequent prints unless varied and signed by the Customer.

- 1.4. The Printed Materials are stored correctly prior to use having regard to the conditions of application.
- 1.5. Printed Materials are stored and transported correctly.
- 1.6. Multi-Color Corporation and/or Multi-Color Group is notified that printed materials are faulty within 3 months of delivery.

### 2. LEGAL LIABILITY

- 2.1 Subject always to the provisions of the Competition and Consumer Act 2010 (Cth) and any other legislation relating to warranties to customers, in the event that Multi-Color Corporation and/or Multi-Color Group shall fail to fulfil its guarantee to perform then except for the cost of replacing the printed material Multi-Color Corporation and/or Multi-Color Group shall not be liable for indirect or consequential loss or any other loss incurred by the Customer.
- 2.2 The Customer shall furnish or approve all artwork and written material on the printed material and shall release and indemnify Multi-Color Corporation and/or Multi-Color Group against all claims for breach of trade mark copyright or other intellectual property rights or infringement of the Trade Practices Act or any other requirements of law or the failure to imprint any word, device or design on the printed material as may be required by law.

### 3. GOODS & SERVICES TAX (GST)

Multi-Color Corporation and/or Multi-Color Group shall be entitled to charge the amount of any GST payable whether or not included in any price or quotation.

### 4. PAYMENT TERMS

Payment terms shall be thirty (30) days from end of month.

### 5. TITLE, RISK AND INSURANCE

5.1 Legal and equitable title in the Printed Material remains with Multi-Color Corporation and/or Multi-Color Group until such time as the Customer has made full payment for the Printed Material and discharged all outstanding indebtedness or obligations whatsoever to Multi-Color Corporation and/or Multi-Color Group. The Customer acknowledges and agrees that, until then, the Customer:

- (a) holds the Printed Material as bailee of Multi-Color Corporation and/or Multi-Color Group and a fiduciary relationship exists between Multi-Color Corporation and/or Multi-Color Group and the Customer for this purpose;
- (b) must keep the Printed Material in its possession and control;
- (c) must keep the Printed Material in good condition;

- (d) must keep the Printed Material stored separately from other goods and marked so that the Printed Materials are clearly and easily identifiable as the property of Multi-Color Corporation and/or Multi-Color Group, and inform Multi-Color Corporation and/or Multi-Color Group of the location of the Printed Materials, if requested; and
  - (e) must not sell, assign or let the Printed Material or any interest in them, except in the ordinary course of business, or permit any charge, pledge, lien or other encumbrance to be created in relation to them.
- 5.2 If the Customer fails to pay for any Printed Materials on the due date for payment, the Customer authorises Multi-Color Corporation and/or Multi-Color Group, its employees and agents to enter the Customer's premises (and any premises under the Customer's control or the control of the Customer's agent if the Printed Materials are stored on those premises) and to re-take possession of the Printed Materials without liability for trespass or damage. Multi-Color Corporation and/or Multi-Color Group may at its option keep or re-sell the Printed Materials re-taken from the Customer.
  - 5.3 If the Printed Materials are resold, or the Printed Materials have been applied to bottles or other products and then on-sold (prior to Multi-Color Corporation and/or Multi-Color Group having been paid in full for the Printed Materials), the Customer must hold (in a separate identifiable account as the beneficial property of Multi-Color Corporation and/or Multi-Color Group) such part of the proceeds of any such sale as represents the price of the Printed Materials sold or used in the bottles or other products being sold, and must pay that amount to Multi-Color Corporation and/or Multi-Color Group immediately upon request. If the Customer intermingles those proceeds of sale with the Customer's other funds, the Customer acknowledges that Multi-Color Corporation and/or Multi-Color Group has a beneficial interest in those intermingled funds to the extent of the monies owing to Multi-Color Corporation and/or Multi-Color Group in respect of the relevant Printed Materials sold or used.
  - 5.4 The Customer must not assign the right to any such proceeds or enter into any other arrangement which would result in Multi-Color Corporation and/or Multi-Color Group not receiving those proceeds.
  - 5.5 Despite the retention of these rights, Multi-Color Corporation and/or Multi-Color Group is entitled to bring and maintain an action or claim against the Customer for the purchase price of any Printed Materials supplied to the Customer.
  - 5.6 Risk in the Printed Materials supplied passes to the Customer at the time of despatch of the Printed Materials from Multi-Color Corporation and/or Multi-Color Group's premises.
  - 5.7 The Customer must keep the Printed Materials insured against all risks for goods of that kind from the time the risk in the Printed Materials passes to the Customer until the time the property in the Printed Material passes to the Customer. The Customer holds the proceeds of that insurance on trust for Multi-Color Corporation and/or Multi-Color Group up to the amount the Customer owes Multi-Color Corporation and/or Multi-Color Group in respect of those Printed Materials, and must keep such proceeds in a separate account until all indebtedness or obligations owed to Multi-Color Corporation and/or Multi-Color Group in respect of Printed Materials supplied to the Customer is discharged and the Customer must immediately pay that amount to Multi-Color Corporation and/or Multi-Color Group upon demand.

## 6. DEFAULT

### 6.1 If:

- (a) the Customer fails to pay any amount owing under an agreement with Multi-Color Corporation and/or Multi-Color Group (constituted by acceptance of an order placed by the Customer) (**Agreement**), when it is due;
- (b) the Customer becomes, or resolves to become, or takes any steps or has any steps taken in relation to it becoming insolvent, bankrupt or have a receiver, administrator, liquidator, trustee or similar official appointed; or
- (c) the Customer is otherwise in default under an Agreement,

then Multi-Color Corporation and/or Multi-Color Group may, without prejudice to any other its other rights and remedies, recover and/or re-sell the Printed Materials or any of them, and may enter at any time upon the Customer's premises by its employees and/or agents for that purpose without being liable for trespass, negligence, injury to property or payment of any compensation to the Customer or any other person.

- 6.2 If an event referred to in clause 6.1 above occurs to the Customer, all monies owing by the Customer to Multi-Color Corporation and/or Multi-Color Group will become due and payable immediately and bears interest at the Bill Rate. (Bill Rate means the 90 day bank bill swap reference rate (source: Bloomberg) as quoted in the Australian Financial Review (or some equivalent rate if quotation of that rate ceases) on the first business day following the due date (and on the first business day following the end of each succeeding 3 month period after the due date). That interest will be calculated daily and capitalised monthly.
- 6.3 Without limitation to Multi-Color Corporation and/or Multi-Color Group's rights by way of retention of title under clause 7, if the Customer fails to pay any amount owing under an Agreement by the due date for payment under that Agreement to Multi-Color Corporation and/or Multi-Color Group, Multi-Color Corporation and/or Multi-Color Group may elect to suspend from time to time some or all of its obligations under that or any other Agreement with the Customer until it receives payment in full. The Customer remains bound by its obligations to Multi-Color Corporation and/or Multi-Color Group.
- 6.4 If an event referred to in clause 6.1 above occurs to the Customer, the Customer will pay all costs and expenses incurred by Multi-Color Corporation and/or Multi-Color Group as a result of the default including all legal costs on a full indemnity basis and Multi-Color Corporation and/or Multi-Color Group is entitled to terminate the provision of any credit facility without prejudice due to any existing breach by the customer.

## 7. CONFLICT OF CONDITIONS

If a Customer shall place an order with Multi-Color Corporation and/or Multi-Color Group incorporating the Customer's standard terms and conditions and there shall be any inconsistency between such terms and conditions and the terms and conditions herein then the terms and conditions herein shall prevail.

**8. COPYRIGHT OWNERSHIP**

Copyright on Multi-Color Corporation and/or Multi-Color Group Designs passes to the party commissioning the work on full payment. (THIS DOES NOT include printer's films and plates which remains the printer's property).

**9. DESIGNS**

- 9.1 The Customer warrants that it has all requisite right, title, and interest in all designs, content and any intellectual property rights comprised therein (Designs) submitted to Multi-Color Corporation and/or Multi-Color Group for printing in accordance with this agreement and warrants that the Designs do not infringe the intellectual property rights or any other rights whatsoever of any third-party.
- 9.2 The Customer indemnifies, and must keep indemnified, Multi-Color Corporation and/or Multi-Color Group and its respective officers, directors, employees, agents, related corporations, successors, and assigns, (Related Parties) against any liability, damages, costs and interests of any kind suffered or incurred by or awarded or recovered from or against Multi-Color Corporation and/or Multi-Color Group or its Related Parties arising from, directly or indirectly, any action, claim, proceeding or demand whatsoever by any third party that its intellectual property rights or any other rights in the Designs are infringed by Multi-Color Corporation and/or Multi-Color Group's use of the Designs in the manufacture of Printed Material in accordance with this agreement.
- 9.3 The Customer acknowledges that Multi-Color Corporation and/or Multi-Color Group and its Related Parties are not under any obligation, and relieves the same from any liability or obligation, to prevent the infringement of the Customer's intellectual property rights or any other rights whatsoever by any third party or by Multi-Color Corporation and/or Multi-Color Group or its Related Parties on the direction of any third party, and agrees that it will not bring any action, claim, proceeding or demand against Multi-Color Corporation and/or Multi-Color Group or its Related Parties in respect of any such infringement.

**10. MISCELLANEOUS**

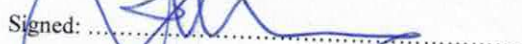
- 10.1 The Customer may not assign any right under these Terms of Trade without Multi-Color Corporation and/or Multi-Color Group's written consent.
- 10.2 Any order may only be cancelled with Multi-Color Corporation and/or Multi-Color Group's written consent.
- 10.3 The fact that Multi-Color Corporation and/or Multi-Color Group fails to do, or delays in doing, something it is entitled to do under these Terms of Trading, does not amount to a waiver of its right to do it. Any waiver must be agreed in writing by Multi-Color Corporation and/or Multi-Color Group.
- 10.4 These terms of trading are governed by and must be interpreted in accordance with the laws of South Australia. The Customer unconditionally submits to the non-exclusive jurisdiction of the courts of South Australia.

**11. PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA):**

- 11.1 The Customer grants Multi-Color Corporation and/or Multi-Color Group a security interest in all Printed Material supplied by Multi-Color Corporation and/or Multi-Color Group as security for all indebtedness owed whatsoever to Multi-Color Corporation and/or Multi-Color Group.
- 11.2 Multi-Color Corporation and/or Multi-Color Group is entitled to apply any payment received towards any of the Printed Materials supplied to the Customer.
- 11.3 The Customer agrees, to the extent permitted by law:
- to promptly give Multi-Color Corporation and/or Multi-Color Group all assistance and information (including signing any documents) as Multi-Color Corporation and/or Multi-Color Group requests to ensure that Multi-Color Corporation and/or Multi-Color Group has a perfected first ranking security interest in all Printed Materials (and the proceeds thereof) supplied by Multi-Color Corporation and/or Multi-Color Group;
  - that Multi-Color Corporation and/or Multi-Color Group may register a financing statement on the Personal Property Securities Register against the Customer;
  - that notices or documents required or permitted to be given to Multi-Color Corporation and/or Multi-Color Group under the PPSA may be given in accordance with the PPSA;
  - not to change its name without notifying Multi-Color Corporation and/or Multi-Color Group in writing of the Customer's intention to change its name at least 10 business days prior to doing so;
  - that it waives its rights to receive a copy of any verification statement under the PPSA; and
  - that the parties contract out of the Customer's rights, and the Customer waives its rights, under sections 95 (Secured party must give notice of removal of accession), 118 (Enforcing Security in accordance with land law decisions), 121 (Enforcement of security interests in liquid assets), 125 (Obligation to dispose of or retain collateral), 130 (Notice of disposal of collateral), 132 (Secured party to give statement of account), 135 (Notice of retention of collateral), 142 (Entitled persons may redeem collateral) and 143 (Entitled persons may reinstate security agreement) of the PPSA.

A word or expression used in this clause which is defined in the PPSA has the same meaning in this clause, unless the context otherwise requires.

Please sign to acknowledge that you have read and understood our Terms and Conditions and return to us

Signed: 

Date: .....

Full Name: JOHN MUNRO

Name of Company: PROTEIN PH

Position Held: DIRECTOR

Protein Australia  
78 Cochranes Road  
Moorabbin Victoria 3189

Date 9-Feb-2018

Attention: John Munro

Phone: 03 9532 1060  
Fax:

Dear John,

Quote No: **149539/1**

Thank you for the opportunity to provide a quotation for Pressure Sensitive labels.  
Detailed below for your perusal is the specification for this product.

**Description:** 90mm x 235mm Solid Foil Block Top (13 kinds)  
Subject to trial  
Common foil plate throughout the 13 kinds.

**Finished Size:** 90.00mm x 235.00mm

**Colours:** 7 Cyan, Magenta, Yellow, Black, Opaque White,  
Opaque White, Foil, Laminate.

**Material:** PP Clear TC 50 RP74 PET30

**Qty per Roll** 1000

Quantity	Label Price (Each)	Print Total (ex GST)	Preparation (ex GST)	Job Total (ex GST)
130000	\$0.15488	\$20134.40	\$1510.00	\$21644.40

**Delivery:** Delivery FIS.

**All prices shown above are subject to 10% GST.**

Trading terms are nett 30 days from end of month to approved accounts.  
On all first orders we require 50% deposit payment upfront with the remainder due prior to despatch.  
For details of our Terms and Conditions please visit: <http://www.graphixlabels.com.au/terms.pdf>  
Prices quoted are subject to revision upon receipt of final artwork or copy.  
Prices quoted herein are valid for 45 days from this date.

Authors corrections will incur additional charge.

If artwork is being e-mailed, forward it to:

[andrea.wilson@mcclabel.com](mailto:andrea.wilson@mcclabel.com)

We trust this quotation is satisfactory and look forward to being of service to you.

Yours faithfully

Debbie Turner  
Account Manager

I hereby authorise Graphix Labels to proceed with the job as per above quote

To B ADVISE

Order Quantity

Name (please print) JOHN MUNRO

Signature

Date 12/2/18

Protein Australia  
78 Cochranes Road  
Moorabbin Victoria 3189

Attention: John Munro

Dear John,

Thank you for the opportunity to provide a quotation for Pressure Sensitive labels.  
Detailed below for your perusal is the specification for this product.

**Description:** 70mm x 235mm Solid Foil Block Top (13 kinds)  
Subject to trial  
Common foil throughout the 13 kinds.

**Finished Size:** 70.00mm x 235.00mm

**Colours:** 7 Cyan, Magenta, Yellow, Black, Opaque White,  
Opaque White, Foil, Laminate.

**Material:** PP Clear TC 50 RP74 PET30

**Qty per Roll** 1000

Quantity	Label Price (Each)	Print Total (ex GST)	Preparation (ex GST)	Job Total (ex GST)
130000	\$0.11915	\$15489.50	\$1710.00	\$17199.50

**Delivery:** Delivery FIS.

**All prices shown above are subject to 10% GST.**

Trading terms are nett 30 days from end of month to approved accounts.

On all first orders we require 50% deposit payment upfront with the remainder due prior to despatch.

For details of our Terms and Conditions please visit: <http://www.graphixlabels.com.au/terms.pdf>

Prices quoted are subject to revision upon receipt of final artwork or copy.

Prices quoted herein are valid for 45 days from this date.

Authors corrections will incur additional charge.

If artwork is being e-mailed, forward it to:

[andrea.wilson@mcclabel.com](mailto:andrea.wilson@mcclabel.com)

We trust this quotation is satisfactory and look forward to being of service to you.

Yours faithfully

**Debbie Turner**  
Account Manager

I hereby authorise Graphix Labels to proceed with the job as per above quote

N/A  
Order Quantity

JOHN MUNRO  
Name (please print)

*[Signature]*  
Signature

12/2/18  
Date

TO B ADVISED