



Labelmakers

Group Pty Ltd

ABN: 65 639 129 791

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Somerton VIC 3062

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Somerton VIC 3062

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W: www.labelmakers.com.au

APPLICATION FOR CREDIT – CONFIDENTIAL

Surname: PROTEIN PTY LTD Other Name: _____

Type of Business: ☐ Sole Trader ☐ Partnership ☒ Pty Ltd Company

Trading Name: PROTEIN

Postal Address: 78 COCHRANE'S ROAD MOORABBIN 3189

Delivery Address: AS ABOVE

(If you have more than one delivery address pls list on a separate sheet)

Phone: 039555 1059 Fax: 039555 2230 E-mail: accounts@proteinaustralia.com.au

How long at the above address: 12 Months _____ Years ☐ Buying ☒ Renting

LEASE

Previous Address (If moved in the past two years): 21 NELSON ST

Nature of the Business: WHOLESALE DISTRIBUTION Date of Commencement: 1/1/17 ACN No.: 76613545574

If new Business – Details of previous employment: _____ No. of years: 30

Do you have a Pallet Provider? No ☒ Yes ☐ If yes pls list your provider and acct no: _____

Sales Tax Exemption No.: _____ Estimated monthly purchases \$ 5000 —

Contact (Accounts) Name: HENNING SKAALBAEK Phone: 0425 849 783

Contact (Purchasing) Name: JOHN MUNRO Phone: 0418 996 356

TRADE REFERENCES: (PLS LIST SUPPLIERS ON TERMS OF 30 + ACCOUNT – PLS DO NOT LIST TRANSPORT, LOGISTICS & FREIGHT COMPANIES)

Referee Company Name:	Goods provided:	Phone:	Fax or Email address:
1. <u>GOLDEN POULTRY</u>	<u>POULTRY</u>	<u>039360 4288</u>	<u>goldenpoultry@gmail.com</u>
2. <u>MILLA'S FARM</u>	<u>LEASER</u>	<u>0407 002 865</u>	<u>accounts@millasfarmdirect.com.au</u>
3. <u>MARINER INTERNATIONAL</u>	<u>SEAFOOD</u>	<u>0418 874 151</u>	<u>marineintl@gmail.com</u>

TERMS FOR THE APPLICATION

The applicant hereby agrees to abide by the trading terms of LABELMAKERS GROUP PTY LTD are strictly full payment within 30days following the month of purchase. I agree that I am personally liable for the payment of the account and if the person, company or association indicated by me as being responsible for payment of the same does not do so, that my liability for such payment shall be joined and several with such person, company or association.

****THE ATTACHED TERMS AND CONDITIONS OF SALE HAVE BEEN VIEWED AND ACCEPTED: YES ☒ NO ☐ (PLEASE TICK A BOX)****

Name: JOHN MUNRO Signature: _____ Date: 23/2/18

Office use Only
APPROVED / NOT APPROVED

Sales Representative: _____ Credit Limit: \$ _____

TERMS AND CONDITIONS OF SALE

1 DEFINITIONS

In this document ("Terms and Conditions of Sale"):

- (a) "Application" means the application by the Buyer to the Seller for commercial credit.
- (b) "Buyer" means the person placing the Order with the Seller.
- (c) "Contract" means the contract formed between the Seller and the Buyer through an Order accepted by an Order Confirmation.
- (d) "Order Confirmation" means written notification of the receipt of the Order by the Seller, requesting confirmation by the Buyer of details such as quantity, price and specifications.
- (e) "Confidential Information" has the meaning given to it in clause 6(f).
- (f) "Delivery" has the meaning given to it in clause 3.
- (g) "Goods" means any goods, products, materials or services to be supplied by the Seller.
- (h) "New Goods" has the meaning given to it in clause 5(d).
- (i) "Order" means an offer to purchase made by the Buyer either verbally or in writing.
- (j) "PPS Act" means the Personal Property Security Act 2009 (Cth).
- (k) "PPS Law" means:
 - (i) the PPS Act and any regulation made at any time under the PPS Act (each as amended from time to time); and
 - (ii) any amendment made at any time to any other legislation as a consequence of a PPS Law.
- (l) "Seller" means Labelmakers Group Pty Ltd (ABN 45 639 339 793).

2 CONTRACT

- (a) An Order is accepted when the Buyer receives from the Seller an Order Confirmation in writing, or if writing is not received, acknowledgement verbally or Delivery, whichever first occurs.
- (b) When an Order is accepted by an Order Confirmation the Contract will be wholly documented by (in order of precedence) any specific terms agreed in writing, Order Confirmation, and these Terms and Conditions of Sale.
- (c) Previous dealings between the Seller and the Buyer shall not have any effect on the Contract.
- (d) Trade custom and/or trade usage is superseded by the Contract and shall not be applicable in the interpretation of the Contract.
- (e) A Contract constitutes the entire agreement between the Seller and the Buyer with respect to the Goods supplied under the Contract. All prior negotiations, proposals and correspondence are superseded by that Contract and these Terms and Conditions of Sale will in all circumstances prevail over the Buyer's terms and conditions of purchase (if any).
- (f) These Terms and Conditions of Sale are governed by the laws of the State of Victoria.
- (g) If any provision of these Terms and Conditions of Sale at any time is or becomes void, voidable or unenforceable, the remaining provisions will continue to have full force and effect.
- (h) A party may only change its postal or email address or fax number for service by giving notice of that change in writing to the other party.

3 DELIVERY

- (a) The Seller will make all reasonable efforts to have the Goods delivered to the Buyer or his designated agent on the date agreed between the parties, but the Seller shall not be liable for any failure to deliver or delay in delivery for any reason.
- (b) Delivery shall be deemed to have taken place at the time of physically taking of the Goods by the Buyer or by a carrier, whether engaged by the Seller or by the Buyer.
- (c) The Seller will make all reasonable efforts to have the exact quantity ordered by the Buyer delivered to the Buyer but the Buyer will accept the delivery if the quantity delivered is within 10% of the quantity ordered.
- (d) The Seller reserves the right to deliver the Goods in more than one installment.

4 PAYMENT

- (a) Where the Seller has granted the Buyer credit, payment for the Goods must be made in full (without any set off) and received by the Seller by the last business day of the month following the month of Delivery unless otherwise identified by the Seller on any statement of account or invoice or quotation or Order Confirmation.
- (b) Payment is only received by the Seller when it receives cash or when the proceeds of other methods of payment are credited to the Seller's bank account.
- (c) The Seller reserves the right to charge interest at its current bank overdraft rate plus 1.5% on all overdue amounts.

5 TITLE AND RISK

- (a) Risk in Goods passes to the Buyer immediately upon Delivery.
- (b) Property in Goods supplied to the Buyer pursuant to these Terms and Conditions of Sale does not pass to the Buyer until all money (including money owing in respect of other transactions between the Seller and the Buyer) due and payable to the Seller by the Buyer have been fully paid.
- (c) Where Goods are supplied by the Seller to the Buyer without payment in full of all moneys payable, the Buyer:
 - (i) is a bailee of the Goods until property in them passes to the Buyer.
 - (ii) irrevocably appoints the Seller its attorney to do all acts and things necessary to ensure the retention of title to Goods including the

registration of any security interest in favour of the Seller with respect to the Goods under applicable law;

- (iii) must be able upon demand by the Seller to separate and identify as belonging to the Seller Goods supplied by the Seller from other goods which are held by the Buyer;
- (iv) must not allow any person to have or acquire any security interest in the Goods;
- (v) agrees that the Seller may repossess the Goods if payment is not made in full (without any set off) and received by the Seller by the last business day of the month following the month of Delivery unless otherwise identified by the Seller on any statement of account or invoice or quotation or Order Confirmation; and
- (vi) the Buyer grants an irrevocable license to the Seller or its agent to enter the Buyer's premises in order to recover possession of Goods pursuant to this paragraph. The Buyer indemnifies the Seller in respect of any damage to property or personal injury which occurs as a result of the Seller entering the Buyer's premises.
- (d) Where Goods are supplied by the Seller to the Buyer without payment in full of all moneys payable in respect of the Goods provided by the Seller in respect of those Goods, and the Buyer makes a new object from the Goods, whether finished or not, or the Buyer mixes the Goods with other goods or the Goods become part of other goods ("New Goods"), the Buyer agrees with the Seller that the ownership of the New Goods immediately passes to the Seller. The Buyer will hold the New Goods on trust for the Seller until payment of all sums owing to the Seller whether under these Terms and Conditions of Sale or any other Contract and the Seller may require the Buyer to store the New Goods in a manner that clearly shows the ownership of the Seller.
- (e) For the avoidance of doubt, under paragraph 5(d), the ownership of the New Goods passes to the Seller at the beginning of the operation or event by which the Goods are converted into, are mixed with or become part of other goods.
- (f) Notwithstanding paragraph 5(d) the Buyer may transfer, sell or dispose of Goods, including New Goods, to a third party in the ordinary course of business provided that:
 - (i) where the Buyer is paid by a third party in respect of Goods including New Goods, the Buyer holds the whole of the proceeds of sale less any GST on trust for the Supplier - in a separate account - until all amounts owned by the Buyer to the Seller have been paid; or
 - (ii) where the Buyer is not paid by a third party, the Buyer agrees to assign all of its rights against the third party to the Seller upon the Seller giving the Buyer notice in writing to that effect and for the purpose of giving effect to that assignment the Buyer irrevocably appoints the Seller as its attorney.
- (g) Where Goods are supplied by the Seller to the Buyer without payment in full of all moneys payable in respect of the Goods provided by the Seller in respect of those Goods, the Buyer acknowledges that the Seller has a right to register and perfect a personal property security interest.
- (h) If:
 - (i) a PPS Law applies or commences to apply to these Terms and Conditions of Sale or any transaction contemplated by them, or the Seller determines (based on legal advice) that this is the case; and
 - (ii) in the Seller's opinion, the PPS Law:
 - (1) does or will adversely affect the Seller's security position or obligations; or
 - (2) enables or would enable the Seller's security position to be improved without adversely affecting the Buyer,
 - (iii) the Seller may give notice to the Buyer requiring the Buyer to do anything (including amending these Terms and Conditions of Sale or execute any new Terms and Conditions of Sale or execute any security agreement) that in the Seller's opinion is necessary, to the maximum possible extent, to overcome the circumstances contemplated in paragraph 5(h)(ii)(1) or improve the security position as contemplated in paragraph 5(h)(ii)(2). The Buyer must comply with the requirements of that notice within the time specified in the notice. If having completed everything reasonably practicable as required under this paragraph, in the Seller's opinion the Seller's security position or obligations under or in connection with these Terms and Conditions of Sale have been or will be materially adversely affected, the Seller may by further notice to the Buyer cancel these Terms and Conditions of Sale, in which case the Buyer must pay to the Seller any money owed to the Seller by the Buyer immediately.

6 PERSONAL PROPERTY SECURITIES ACT 2009

- (a) The Contract including the Terms and Conditions of Sale is a security agreement.
- (b) The interest of the Seller in the Goods and all proceeds from the sale of the Goods by the Buyer to a third party is a security interest.
- (c) The Buyer consents to the Seller registering its security interest on the Personal Property Securities Register and agrees to provide all assistance reasonable required by the Seller to facilitate registration.
- (d) Until such time as title in the Goods has passed to the Buyer as contemplated by clause 5, the Buyer agrees not to in any way assign, charge, lease or otherwise deal with the Goods in such a manner as to create, a security interest over, the Goods in favour of the Buyer or any third party. The parties agree that this clause will not prohibit the Buyer from selling the Goods in the ordinary course of business.

- (e) The Buyer waives its rights to receive any notice under PPS Law (including notice of verification statement) unless the notice is required by the PPS Act and cannot be excluded.
- (f) The Seller and Buyer agree that the Contract including these Terms and Conditions of Sale and all related information and document(s) are confidential ("Confidential Information") and will not be disclosed to unauthorised representatives or third parties, except to the extent disclosure is permitted by this agreement or required by law. The Seller and Buyer agree that the Seller will not disclose the Confidential Information pursuant to a request under section 275(1) of the PPS Act.
- (g) Unless the Goods are used predominantly for personal, domestic or household purposes, the Seller and the Buyer agree each of the following requirements or rights under the PPS Law do not apply to the enforcement of the Seller's security interest in the Goods:
- Any requirement for the Seller to give the Buyer a notice of removal of accession.
 - Any requirement for the Seller to give the Buyer a notice of the Seller's proposed disposal of the Goods.
 - Any requirement for the Seller to include in a statement of account, after disposal of the Goods, the details of any amounts paid to other secured parties.
 - Any requirement for the Seller to give the Buyer a statement of account if the Seller does not dispose of the Goods.
 - Any right the Buyer has to redeem the Goods before the Seller exercises a right of disposal.
- (h) Expressions defined in the PPS Act have the same meaning when used in the Contract and the Terms and Conditions of Sale.

7 PRICE

- (a) Unless otherwise expressly agreed in writing the price of the Goods shall be that price charged by the Seller at the date of Delivery including the amount which the Seller is required to pay on account of any excise, or sales tax or any other sales taxes or charges which may be established or levied by any governmental authority (domestic or foreign) upon Goods or any part thereof the manufacture, use sale or Delivery thereof.

8 CREDIT

- (a) The Seller may grant the Buyer credit upon terms and conditions on the basis of the Application and such other documents and information as may be required by the Seller.
- (b) Until the Seller grants the Buyer credit by notice in writing, the Seller will only supply Goods to the Buyer on the basis of cash with order.
- (c) Any charges for pre production costs (including artwork and tooling) must be paid on Delivery of the first order.
- (d) The granting of credit does not obligate the Seller to extend any particular amount of credit to the Buyer.
- (e) The Buyer must notify the Seller in writing if any change in the share holding or ownership of the Buyer or any material change in the Buyer's financial position.

9 FORCE MAJEURE

- (a) The Seller is not liable for failure to perform the Contract to the extent and for so long as its performance is prevented or delayed because of:
- circumstances outside the Seller's control;
 - failure of the Seller's machinery; or
 - failure of a supplier to the Seller.

10 WARRANTIES & LIMITATION OF LIABILITY

- (a) The Seller warrants that the Goods supplied are of merchantable quality.
- (b) The Buyer expressly agrees that use of the Goods and Services is at the Buyer's risk. To the full extent allowed by law, the Seller's liability for breach of any term implied into these Terms and Conditions of Sale by any law is excluded.
- (c) All information, specifications and samples provided by the Seller in relation to the Goods or Services are approximations only and, subject to any guarantees under the Australian Consumer Law, small deviations or slight variations from them which do not substantially affect the Buyer's use of the Goods or Services will not entitle the Buyer to reject the Goods upon Delivery, or to make any claim in respect of them.
- (d) The Seller gives no warranty in relation to the Services provided or supplied. Under no circumstances is the Seller or any of its Sellers liable or responsible in any way to the Buyer or any other person for any loss, damages, costs, expenses or other claims (including consequential damages and loss of profits or loss of revenues), as a result, direct or indirect of any defect, deficiency or discrepancy in the Goods or Services including in their form, content and timeliness of deliveries, failure of performance, error, omission, defect, including, without limitation, for and in relation to any of the following:
- any Goods or Services supplied to the Buyer;
 - any delay in supply of the Goods or Services; or
 - any failure to supply the Goods or Services.
- (e) The Buyer will examine the Goods for defects and shall notify the Seller of any defects in writing within 30 days of Delivery. If the Buyer does not notify the Seller within 30 days of Delivery, the Buyer shall be deemed to have accepted the Goods to be merchantable quality and free of defects and agrees that the Buyer is prevented from subsequently pleading otherwise.
- (f) Any technical advice, advice, recommendation, information (whether contained in data sheets or otherwise), assistance or service given by the Seller in relation to Goods and/or Services is given in good faith and is believed to be accurate, appropriate and reliable at the time it is given, but is provided without any warranty or accuracy, appropriateness or reliability. The Seller does not accept any liability or responsibility for any loss suffered as a result of the Buyer's reliance on such advice, recommendation, information, assistance or service.

- (g) To the fullest extent permissible at law, the Seller is not liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the provision of or failure to provide Goods or Services, or otherwise arising out of the provision of Goods or the Services, whether based on Terms and Conditions of Sale, negligence, strict liability or otherwise, even if the Seller has been advised of the possibility of damages.
- (h) The Buyer acknowledges that the Goods or Services are not for personal, domestic or household purposes.
- (i) The Australian Consumer Law may give to the Buyer certain guarantees. Where liability for breach of any such guarantee can be limited, the Seller's liability (if any) arising from any breach of those guarantees is limited with respect to the supply of Goods, to the replacement or repair of the Goods or the costs of resupply or replacement of the Goods or with respect to Services to the supply of Services again or cost of re-supplying the Services again.
- (j) The Seller's obligations in the event of paragraph 10(g) applying do not include:
- the cost of removal of defective Goods;
 - the cost of installation of the replacement for the defective Goods;
 - defects in Goods caused by improper use of maintenance of Goods or related components or normal wear and tear and damage.
- (k) The Seller assumes no liability whatsoever for Goods produced in accordance with artwork and or specifications authorised by the Buyer.

11 DEFAULT

- (a) The Buyer will be in default if:
- the Buyer breaches any of the Terms and Conditions of Sale;
 - payment for the Goods has not been received by the Seller by the due date of payment;
 - the Buyer being an individual commits an act of bankruptcy or becomes an insolvent under administration;
 - the Buyer being a body corporate becomes an externally-administered body corporate or has an application for winding up filed against it; or
 - the Seller forms the opinion that the Buyer's credit worthiness or credit standing alters from that indicated in its Application.
- (b) If one of the events described in clause 11(a) occurs, the Seller may without notice to the Buyer do any one or more of the following:
- treat the whole of the Contract and any other Contract with the Buyer as repudiated and sue for breach of contract;
 - refuse to supply any Goods to the Buyer;
 - claim the return of any Goods in the Buyer's possession where title has not passed to the Buyer;
 - withdraw or vary any credit with the Seller has provided to the Buyer;
 - make all monies owing by the Buyer to the Seller on any account immediately due and payable.
- (c) The Buyer indemnifies the Seller against all loss, damages, claims, liability, expenses or payments arising directly or indirectly from any default.

12 WAIVER

- (a) The Seller's failure at any time to insist on performance of any provision of these Terms and Conditions of Sale and/or of a Contract is not a waiver of the Seller's rights at any time later to insist on performance of that or any other provision.

13 PATENTS & DESIGNS

- (a) In consideration of the Seller accepting an order from the Buyer, the Buyer warrants that no patent, copyright trademark or design is infringed and the Buyer holds safe and indemnifies the Seller against all costs or expenses incurred by the Seller arising from any claim by a third party of infringement of their rights.
- (b) All technical information, advice, know how, drawings, design and samples, including quotations given, are submitted by the Seller on the basis that they will remain the Seller's property and shall be kept confidential by the Buyer who will not make any use of such items without the Seller's consent in writing, and the Seller will be entitled to compensation for any unauthorised use of such information.

14 CANCELLATION OF ORDER

- (a) The order cannot be cancelled except upon the terms which will compensate the Seller for all work done and materials used or specially procured to the date of cancellation and expenses, including overheads and handling charges incurred to the date of cancellation.

Drawer	Bank	Branch	Amount	Deposit
1				
2				
3				

Please fill in the above particulars of cheques, Proceeds of cheques, whilst credited to the account, are not available until cleared. Please refer to your account terms and conditions for details.

Teller	Paid in by/ Signature	Date	Notes
No. of chqs	SHEPPARTON VIC		
Account Name	Account Identification Number	Agent Number (if applicable)	
	3527 1084 0919		

Teller Use	Coin
\$100	Merchant Sum Env
\$50	
\$20	Cheques
\$10	
\$5	
\$	

LABELMAKERS GROUP PTY LTD AS TRUSTEES FOR THE
LABELMAKERS GROUP UNIT TRUST ABN 45 639 339 793

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