

TASFOODS LTD

TasFoods Limited ABN 53 084 800 902
 54 Tamar Street
 Launceston TAS 7250
 Phone 03 6331 6983 Fax 03 6256 9251
 Email receivables@tasfoods.com.au

Credit Application Form

Name of Applicant			
ABN			
Trading/ Business Name			
Trading Delivery Address			
Postal Address			
Number of years' business has been established		Number of years' applicant has owned the business	
Contact Name – Orders:		Contact Fax:	
Contact Phone:		Contact Email:	
Contact Name - Accounts			
Contact Phone		Contact Fax	
Contact Email			

Bank Account Details			
Name of Bank		Branch	
BSB Number		Account Number	

Status of Applicant (Circle applicable)			
Proprietary (Pty) company		Trust	Partnership
Public Company		Incorporated Association	Sole Trader
Name of Trust			
Type of Trust (Please Circle)		Discretionary	Unit
To be completed if applicant is a Company or Partnership			
Director/Partner Surname	Given Names	Date of Birth	Private Address
Private Phone No			

Credit Limit applying for (\$'s per month)



The **TASMANIAN FOOD CO**

TASFOODS LTD

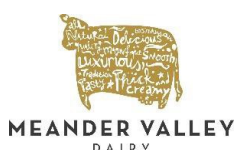
Trade References			
1. Name of Reference		Telephone	
Average monthly Purchases		Period of Trading	
Email Address			
2. Name of Reference		Telephone	
Average monthly Purchases		Period of Trading	
Email Address			
3. Name of Reference		Telephone	
Average monthly Purchases		Period of Trading	
Email Address			

I/we hereby apply for a Credit Account with TasFoods Limited and acknowledge and accept the Terms and Conditions of Sale specified on the form attached to this Application and agree to comply with them. I/We agree to provide such other information as TasFoods Limited may reasonably require in order to consider this application.

Name: _____ Position: _____

Signature: _____ Date: _____

Office Use Only	
Approved Credit Limit	Account Number
Approved By	Date



The **TASMANIAN FOOD CO**

TASFOODS LTD

TASFOODS LTD TERMS AND CONDITIONS OF SALE

It is agreed that the Goods are supplied by the Supplier to the Customer subject to the following terms and conditions:

1 Definitions

- 1.1 Supplier means TasFoods Ltd (ABN53084 800 900) or any Related Company that supplies Goods to a Customer;
- 1.2 Customer means any person(s), corporation, association or other entity to whom the Supplier sells or supplies, or proposes to sell or supply, Goods;
- 1.3 Goods means all goods or products supplied or sold by the Supplier to the Customer.

2 Ordering

- 2.1 Placing an order or accepting Goods will indicate the Customer's acceptance of these terms.
- 2.2 No order is binding on the Supplier until accepted by the Supplier in writing.
- 2.3 Orders accepted by the Supplier may only be cancelled in whole or in part by the Customer with the Supplier's written consent.
- 2.4 All samples descriptions, representations or details of the Goods are representative only and the actual Goods delivered may differ in such a way that is not materially adverse to the Customer.
- 2.5 The Supplier reserves the right to charge for any work and/or expenditure relating to the order up to the time of cancellation.

3 Price

- 3.1 The Supplier may alter the price upon written notice to Customer of the new price as at the delivery date.

4 Payment

- 4.1 An invoice will be issued for each delivery of the Goods prior to or after the time of Delivery.
- 4.2 The Customer will pay the Supplier within 14 days from the date of Invoice unless otherwise stated by the Supplier.
- 4.3 The Supplier reserves the right to charge interest on overdue accounts at a rate of 10% per annum. Such interest will be calculated from the date of notification of the overdue amount.
- 4.4 If the Customer does not make payment in accordance with clause 4.2, then unless otherwise stated by the Supplier all amounts invoiced to or owing by the Customer become immediately due and payable.
- 4.5 Payments made to the Supplier must be made in full, without any set off, restriction, deduction, withholding or condition.

5 Delivery

- 5.1 The Supplier will make all reasonable efforts to have the Goods delivered to the Customer on the date agreed between the parties as the delivery date, but the Supplier will be liable whatsoever should the delivery not be made on this date or without the full

8 Title

- 8.1 Title to the Goods remains with the Supplier until full payment is made in clear funds for all amounts owing by the Customer to the Supplier.
- 8.2 Until all amounts owing to the Supplier by the Customer are paid in full, the Customer is in a fiduciary relationship with the Supplier and is a bailee only of the Goods.
- 8.3 In the event of a default by the Customer in respect of any of the terms and conditions including any amounts owing to the Supplier by the Customer, then the Supplier will have the unrestricted right (without giving notice) to retake possession of the Goods and the Customer hereby authorises the Supplier or its representative, servant, agent, or employee to enter the Customer's premises upon which the Goods are located for the purpose of retaking possession of the Goods and the Supplier will not be liable for any cost, losses, damages, expenses or other incurred or lost by the Customer as a result of the Supplier retaking possession of the Goods.

9 Exclusion of Liability

- 9.1 To the maximum extent permitted by law, all conditions, warranties, representations, rights, liabilities and guarantees, whether express or the implied, by statute or otherwise, in relation to the Goods are expressly excluded.

10 Limitation of Liability

- 10.1 To the maximum extent permitted by law, the Supplier is not liable in any way whatsoever, the date whether in tort (including negligence), contract, breach of statute or otherwise, for any incidental, indirect, special or consequential losses or damages or economic loss, including loss of business revenues or loss of profits by the Customer.

11 Intellectual Property

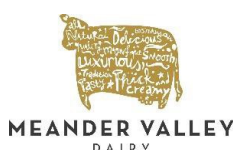
- 11.1 The sale to and the purchase by the Customer of Goods does not confer on the Customer any licence or right under any copyright patent, design or trade mark or any other intellectual property right which is the property of the Supplier.

12 Force Majeure

- 12.1 Without prejudice to any other clause, the Supplier will not be liable for any delay in performance or failure to perform any of its obligations, if such performance is prevented, restricted or affected by a force majeure or any other cause beyond the Supplier's control.

13 Miscellaneous

- 13.1 The terms and conditions can only be varied by



TASFOODS LTD

quantity of the Goods.

6 Loss & Damage in transit

6.1 The Supplier is not responsible for any loss or damage to Goods in transit. Subject to clause 10, the risk or damage to the Goods shall be carried by the Purchaser as and from the point of departure from the Supplier's premises and all claims against the Supplier arising from any loss or damage in transit are hereby waived.

7 Risk

7.1 Risk in the Goods passes to the Customer upon delivery of the Goods to the Customer or the Customer's agent or the carrier.

prior written approval of an authorised representative of the Supplier. The Supplier reserves the right to change its terms and conditions at any time.

13.2 Any failure or delay by the Supplier to enforce any of these terms and conditions will not be construed as having waived that term or condition or its right to later enforce that or any other term or condition.

13.3 The Customer may not assign in whole or in part the terms and conditions without the prior written consent of the Supplier.

13.4 The terms and conditions are governed by the laws of the State of Tasmania and the parties submit to the non-exclusive jurisdiction of the courts of that State.

