



CREDIT APPLICATION

This is an application for credit to be provided Alpina Fine Food & Beverages Pty Ltd. (ABN 98 623 692 991) (Supplier) in connection with the supplies of goods it may make to the Customer from time to time under our terms of trade (Terms) that are also contained in this document. This application must be completed in full in order for it to be considered. Please type or print clearly in BLOCK letters. Information collected on this application will be treated as confidential.

PART 1: CUSTOMER'S DETAILS

Business type: Sole Proprietor / Company / Trust / Partnership / Other: _____ Contact person _____

Name of customer: _____ ACN _____ Phone No.: +61() _____

Trading name: _____ ABN _____ Fax No.: +61() _____

Business address _____ State _____ Postcode: _____ Mobile No.: +61() _____

Postal address _____ State _____ Postcode: _____ Email _____

PART 2: KEY PERSONNEL'S DETAILS

Note: if there are more than two key personnel, please provide details on a separate attachment.

PERSONNEL 1

Position held: Director / Company Secretary / Trustee / Partner / Other: _____

Family name: _____ Given Name: _____

Residential address: _____ State _____ Postcode: _____

Has this person ever been registered under the Bankruptcy Act, subject to financial arrangements or legal proceedings commenced against her/him for payment of debts? Yes / No

PERSONNEL 2

Position held: Director / Company Secretary / Trustee / Partner / Other: _____

Family name: _____ Given Name: _____

Residential address: _____ State _____ Postcode: _____

Has this person ever been registered under the Bankruptcy Act, subject to financial arrangements or legal proceedings commenced against her/ him for payment of debts? Yes / No

PART 3: FINANCIAL & BUSINESS INFORMATION

Bank: _____ Branch: _____

Account Name: _____ Contact Person: _____

BSB No.: _____ Account No.: _____

Years of Trading: _____ Estimated Current Liabilities: _____

Estimated Current Financial Year Turnover: _____ Registered Encumbrances: _____

Previous Financial Year Turnover: _____ Credit Limit Requested: _____

Estimated Value of Current Assets _____ Estimated Value of Monthly Orders: _____

Has the Customer taken out and maintained an Insurance policy that covers the loss of or damages caused to the goods that the Supplier may supply from time to time? Yes / No

PART 4: TRADE REFERENCES

REFEREE 1

Name: _____ Years of Trading: _____ Contact Person: _____ Phone No.: +61() _____

REFEREE 2

Name: _____ Years of Trading: _____ Contact Person: _____ Phone No.: +61() _____

PART 5: DECLARATION

Note: If there are more than 2 signatories, please sign and provide details on a separate attachment.

1. The following signatories, on behalf of the Customer, apply for a credit account with the Supplier and provide the above information in support of that application.

2. The signatories represent to the Supplier that:

(a) the information provided in this application is true and correct to the best of their knowledge;

(b) the credit account (if approved) will be used wholly for business purposes;

(c) they will provide further documentation the Supplier at its request which may include (but is not limited to) the Customer's business history, audited financial statements, additional trade references and other information the Supplier may reasonably require for credit assessment.

(d) they are authorised to complete and sign this application on behalf of the Customer;

(e) they make this declaration and accept our terms of trade personally and on behalf of the Customer;

(f) they agreed to guarantee the Customer's performance of its obligations under this Credit Application and the Terms;

(g) they agreed to pay on demand any amount that the Supplier is entitled to recover from the Customer under this Credit Application and the Terms;

(h) they agreed to indemnify the Supplier against all loss resulting from the Supplier's having entered into this Credit Application; and

(i) they have read and agree to the collection, uses and disclosures of information about them, the key personnel, the Customer and other persons, as set out in this document, our terms of trade and our privacy statement.

SIGNATORY 1

Name: _____ Signature: _____

Position: _____ Date: _____ / _____ / _____

SIGNATORY 2

Name: _____ Signature: _____

Position: _____ Date: _____ / _____ / _____

TERMS OF TRADE These are the terms of trade on which Alpina Fine Food & Beverages Pty Ltd. (ABN 98 623 692 991) (we or us or our) is willing to trade with the Customer (you or your). These terms apply to each purchase order you place with us. Any variation to these terms must be in writing and signed by an authorised officer of us.

1. Priority

These terms override other terms conditions or warranties that you may seek to impose. No variation or supplement to these terms (additional terms) shall be binding on us unless expressly accepted by us in writing. Additional terms may be expressly set out in our quotation and purchase order. Should there be any conflict between these terms and any additional terms, the additional terms shall prevail.

2. Quotation, price & description

The price and description of the goods we may offer to you (our products) are described by us in our quotation, purchase order form, pricelist or other means. All prices are expressed in Australian dollars. We may change or withdraw our quotation, order form, price list or any offer (or all of the above) at any time without prior notice. Any description of our products is given for identification only and the use of that description does not constitute a sale by description. All quotations are made subject to these terms.

3. Orders

All communications between you and us including any purchase order or acceptance of a quotation must be in writing. Each purchase order or acceptance of quotation will be deemed to be your offer to purchase goods or services from us on these terms. Unless we agree to make special arrangements with you, we assume any order received from anyone in your employ has been placed with your authority and is binding on you. No quote is binding on us unless we have prepared and accepted a written confirmation of purchase order. All purchase orders are accepted subject to these terms.

4. Credit limit

Normally, we allow you to purchase our products and continue to do so as long as the total amount that you owe us does not exceed your credit limit we have approved. In no circumstances are we obliged to accept any application for credit or increase in credit limit. We are not obliged to give you reasons for our decision. If your credit account with us is not settled under these terms, we may suspend all sales and delivery of our products to you and cancel your credit account. You acknowledge that we have no obligations to supply our products to you.

5. Delivery

Delivery takes place at the time our products pass into your physical control or when ownership of our products has passed to you, whichever is earlier. Any date for delivery of our products indicated by us is an estimated date only. We will make all reasonable efforts to deliver our products to you on that date but we are under no liability for any loss or damage, however it arises, if it does not happen. We reserve the right to deliver our products under a purchase order by instalments and each instalment is sold to you under a separate contract between you and us. Failure by us to deliver any instalment will not entitle you to cancel the balance of your order.

6. Risk and ownership

At all times from the delivery date, our products are at your risk of loss or damage and you are responsible for their safe custody. You do not own any of our products we have delivered to you until all amounts that you owe us have been paid for in full. Until then, you must store and deal with our products in a way that they can be clearly identifiable as ours. You may use our products in the ordinary course of your business even if ownership of which has not passed to you. You must hold on trust for us such part of the proceeds generated by selling or using our products which is equivalent to the amount that you owe us at the time of receipt of such proceeds. You must pay the proceeds to us as soon as you receive them and we have the right to trace and claim such proceeds. You must keep separate written records of your use of our products.

7. Assignment

You must not assign any rights or benefits under these terms of trade unless you have obtained our prior written consent.

8. Recovery

You agree that if at any time the amount that you owe us exceeds your credit limit or if you are in breach of these terms, we may enter any premises occupied or controlled by you where our products stored to remove our products and re-sell all or any of them. We are not liable to you if we take such action. You grant us an irrevocable licence to enter your premises to inspect our products in your possession and your records regarding them.

9. Claims

When we deliver our products to you, you must inspect them immediately. You must report to us in writing any damage or incorrect supply within 24 hours of delivery or otherwise we may refuse any claim you may make. Subject to the aforesaid, if our products are damaged when we deliver them to you, we may accept their return and replace them with equivalent goods or credit you with the money paid, at our option. In all circumstances, our products must be in its original packaging and proof of purchase must be supplied. If you have a dispute with us, you must notify us of your dispute in writing prior to the due date of your payment.

10. Overdue accounts

Any account which is not settled within 30 days from the due date will attract interest at the rate of 15% per annum accruing from the due date. You agree that any discounts, rebates or other concessions are lost if payment is not made in time. If you are in breach of any of these terms, you agree that you are also responsible for all of our expenses we have incurred in recovering the monies you owe us. We may commence legal proceedings against you for the recovery of any overdue account.

11. Replacement or money back

Warranties do not apply if our products have received maltreatment, inattention or interference or our products have not been used in accordance with any performance ratings and product safety instructions. To the extent that the law does not allow us to exclude warranties, our liability for any claim is limited to a refund of the purchase price actually paid, the replacement of the damaged product or the supply of equivalent product at our absolute discretion. In no circumstances are we liable for special, indirect or consequential loss, even if you advise us of any special circumstances.

12. Your relationship with us

Nothing in these terms creates any relationship of employment, agency or partnership between you and us.

13. Intellectual property

These terms do not give you any IP rights in our products. We are not liable for any infringement or unauthorised use of any IP rights arising from these terms. If any dispute or claim is made in respect of any infringement of IP rights, we may terminate these terms by notice to you and without liability to you or any other person. In these terms, IP includes the full benefit of any rights in any copyright, trademark, registered design, patent, trade and business names, inventions, know-how, improvements, discoveries, confidential information and includes without limitation artistic works, images, designs, motifs and photographs and any adaptation or concept relating to it.

14. Force majeure

We shall not be in default under these terms nor liable for failure to observe or perform in accordance with these terms for any reason or cause which could not reasonably be controlled or prevented by us, including without limitation, war, insurrection, riot, civil commotion, strikes, lockouts, industrial disputes, acts of God, act of governments, flood, storm, tempest, power shortages or power failure, and inability to obtain sufficient labour, raw materials, fuel or utilities.

15. Governing law

These terms are governed by the laws of Victoria, Australia, and you agree to submit to the non-exclusive jurisdiction of the Courts of Victoria, Australia.

16. Whole agreement

These terms form the entire agreement on which we are willing to trade with you. All previous agreements we may have had with you are superseded by these terms.

17. Changes to these terms

We may vary these terms at any time by giving you 1 month notice in writing. The varied terms will take effect on the expiry of that notice. If you continue to trade with us after the variations have taken effect, you will be deemed to have agreed to the varied terms.

18. Your Obligations

You acknowledge that:

- you are not an associate or related body corporate or related party or related entity of ours (as such terms are defined in the Corporations Act 2001);
- the Consumer Credit Code does not apply to these terms; and
- we may request payment in advance for all products you have ordered from us. If, at any time:
 - you believe that you are not able to perform your obligations under these terms;
 - a cheque or bill of exchange received from you is dishonoured;
 - you are or become insolvent or you have an administrator appointed; or
 - your account is overdue and is not settled within our trading terms, you agree that:
 - you will immediately notify us if any of the above notifiable events has occurred and
 - you will keep us notified on a monthly basis until such notifiable events no longer exists; and
 - we have no obligation and may cease to deliver to you any of our products you have purchased and close your account with us while a notifiable event exists. For the purpose of these terms, you are insolvent if:
 - a receiver or receiver and manager or an agent for a mortgagee in possession has been appointed over all of your assets and undertakings;
 - you have passed an effective resolution for your voluntary winding-up;
 - an order has been made by a court for you to be wound up;
 - you have presented a debtor's petition to the Registrar in Bankruptcy;
 - you have entered into a composition, deed of assignment or deed of arrangement under Part X of the Bankruptcy Act (or equivalent) with your creditors; or
 - a legally binding sequestration order has been made against your estate.

19. Severance

If any of these terms are determined invalid, unlawful or unenforceable to any extent such term shall be severed from the remaining terms. The remaining terms shall continue to be valid to the fullest extent permitted by law.

20. Interpretation

In these terms unless otherwise indicated by the context: (i) reference to a party to a document includes that party's successors and permitted assigns; (ii) "including" and other similar words are not words of limitation; (iii) an agreement, deed, covenant, representation or warranty on the part of two or more persons binds them jointly and severally; and (iv) general words following words describing a particular class or category are not restricted to that class or category.

PRIVACY STATEMENT

We respect your privacy and we are committed to the protection of personal information.

We collect personal information to assist us in providing you with our products as well as information on either products or services offered by us.

We collect personal information from you in a number of ways including:

- directly from you, such as when you apply for credit, place an order, become involved in any of our promotional activities, enter your personal details on our websites (for example during registration or application for products and services), when you provide information by phone or in documents such as an application form;
- from our affiliated companies;
- from your representatives;
- from publicly available sources of information;
- from credit-reporting and fraud-checking agencies and credit providers for credit related purposes such as credit worthiness, credit rating, credit provision and financing;
- from our own records of your dealings with us; or
- when legally required to do so.

Your details including your purchases will be added to our database, and will be used by us:

- to identify you;
- in providing services to you including but not limited to the processing of this Application and the giving of credit to you and the administration and management of those services;
- to provide you with information on both products and services offered by us;
- in undertaking risk assessment and management; and
- in gathering data and disclosing data to third parties such as:
 - ~ insurance brokers and insurers;
 - ~ credit reporting agencies;
 - ~ financial institutions including our own bankers;
 - ~ service providers; and
 - ~ industry groups having a legitimate reason to receive such information, as necessary from time to time for our organisation's functions.

If you provide us with personally identifiable information, you may receive from time to time, telephone calls, emails or direct marketing containing promotional material. You agree to receiving emails from us including information not only on the areas of interest you have indicated but all types of news and information on our other products. If you do not want to receive them, please contact us. You may be asked to indicate your preference to receiving promotional material, when submitting information to us.

We may employ other companies or individuals to provide certain services such as analysing customer lists, providing marketing assistance or consulting services. These third parties may have access to information needed to perform their function but cannot use that information for other purposes.

We do not provide any personal information provided by you to any third parties other than to our affiliated companies or where required by law or as set out in this Privacy Statement. We will not sell trade or rent your personal information to others. We may provide aggregate statistics on our customers to third parties such as advertisers, but these statistics will include no personally identifying information.

We co-operate with law enforcement agencies as required by law.

All reasonable steps are taken to correct the information we hold where that information is not accurate, up-to-date and complete. All reasonable steps are taken to ensure that all information is treated confidentially, kept secure and protected against unauthorised use and is maintained only for the purpose for which it is intended.

You have the rights given by the Privacy Act 1988 as amended. You have the right to access your personal information and requests for information about our Privacy Statement are welcomed.