

ACCOUNT APPLICATION – IMPORTANT INFORMATION

The following application has been produced to obtain specific information from you to enable Taitung Food Service (Taitung Australia Pty Ltd) to open a trading account for your business.

Unless all sections are correctly completed by you, Taitung Food Service will be unable to legitimise this trading account application and therefore be unable to open a trade account for you/your business.

Please read the following pages carefully and complete/reply to all questions paying particular notice to those with an (*) alongside the question, which you must complete.

Upon receiving your application our accounts department will process your application by obtaining a credit check. By completing this account application, you have authorised Taitung Food Service to disclose your information to a credit reporting agency to obtain such credit checks in accordance with current privacy laws. This process normally takes no longer than 1 to 2 business days. We will then seek confirmation of your trade history from your trade referees. This process can take some time depending on your trade referees' procedures for replying to requests for credit information.

Taitung Food Service will endeavour to make a decision to either open or decline your trading account application and notify you of the outcome via mail as quickly as possible.

ACCOUNT APPLICATION FOR TRADE ACCOUNT

* Applicant's full Name:

* ACN:	* ABN:
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* Trading as:

* Delivery / Trading Address:	*Postcode:
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*Postal Address:	*Postcode:
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* Phone:	* Fax:
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* Mobile:	* Email:
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* Type of Entity: Sole Trader Partnership Public Company Private Company Trust

If a Trust, please specify name of the Trust: _____

Nature of Business:	Date Established:
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Business Premises: <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged <input type="checkbox"/> Rented	Years Business owned by current owner(s):
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Are the business assets mortgaged or encumbered in any way? <input type="checkbox"/> Yes <input type="checkbox"/> No	
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Accounts Payable Contact:	Mobile:
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Phone:	Fax:
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*** Directors/Partners/Proprietors or Applicant:**

Name	Address	Date of Birth	Driver's Licence No.
1.			
2.			
3.			
4.			

*** TRADE REFERENCES (Major Suppliers – Please supply a minimum of three)**

1	Name:	Avg Monthly Purchases: \$
	Phone: Email:	Fax:
2	Name:	Avg Monthly Purchases: \$
	Phone: Email:	Fax:
3	Name:	Avg Monthly Purchases: \$
	Phone: Email:	Fax:
4	Name:	Avg Monthly Purchases: \$
	Phone:	Fax:

Credit Limit Sought:	Taitung Approval Limit:	Taitung Authorisation:
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TERMS OF PAYMENT

The Company's terms of payment require the Applicant to make payment to the Company no later than the last day of the month following the month in which the services are rendered and/or the goods supplied to the Applicant. In the event of payment not being received as specified the Applicant shall pay to the Company by way of liquidated damages a default charge calculated by the application of annual percentage rate of 9.45% on the unpaid balance of the amount due (GST inclusive) from the due date until the date that the total amount due under the Company's Trading Terms and Conditions is paid in full.

APPLICANT'S DECLARATION

The Applicant requests the Company to open an account on the basis of the Trading Terms and Conditions set out overleaf and acknowledges having read and understood such terms and conditions and agrees to be bound by them. The Applicant and the Signatory to this Application further acknowledge that the information provided in this Application is true and correct and has been relied upon by the Company to determine whether to grant the Applicant credit and that the Signatory has full authority to complete this Application Form on behalf of the Applicant.

The Applicant further agrees that:

- (a) the Company may disclose the information contained in this Application to a credit reporting agency in accordance with the Privacy Act and may give to or obtain a report regarding the Applicant's commercial activities and commercial credit worthiness from a credit reporting agency or any credit provider named in this Application or disclosed by a credit reporting agency; and
- (b) in the event of the Company granting it credit it shall immediately notify the Company of any change in any of the information or details herein contained.

I/We declare that the credit to be provided to me/us by the credit provider is to be applied wholly or predominantly for business and/or investment purposes.



IMPORTANT

You should not sign this declaration unless this loan is wholly or predominantly for business and/or investment purposes.

By signing this declaration you may lose your protection under the Consumer Credit Code.

*Signature of person signing: the Applicant

*Print name of person signing: the Applicant

*Position of person signing on behalf of the Applicant

* DATE:

GUARANTEE INDEMNITY

The persons named as Guarantors below hereby jointly and severally guarantee to TAITUNG AUSTRALIA PTY LTD, trading as Taitung Food Service, ABN 49 101 496 646:

1. The payment by the Customer of all monies owing by the Customer to Taitung Food Service on account of business name or name:

BUSINESS NAME or NAME: _____

2. The guarantee will be a continuing guarantee and will not be affected by Taitung Food Service giving any time or other indulgence to the Customer.

3. If the Customer makes any payment owing to Taitung Food Service and such amount is later clawed back by a liquidator, then such amount is still owing to Taitung Food Service and must be paid by the Guarantor.

4. Responsibility for goods transfers to you on delivery. Taitung Food Service are not responsible for any lost or stolen goods and any replacement goods supplied by us to you must be paid for in full.

5. Should your account exceed the payment terms set out, the Guarantor agrees on demand to pay all collection charges including all debt collector's expenses, court costs and solicitor fees.

ALL Guarantors MUST SIGN AND PRINT NAME.

NAME (PLEASE PRINT).....

SIGNATURE.....DATED.....

NAME (PLEASE PRINT).....

SIGNATURE.....DATED.....

NAME (PLEASE PRINT).....

SIGNATURE.....DATED.....

NAME (PLEASE PRINT).....

SIGNATURE.....DATED.....

TRADING TERMS & CONDITIONS

1. Definitions:

"Company" means Taitung Australia Pty Ltd (ABN 49 101 496 646).

"Customer" means the person in whose name an account is maintained by the Company and/or for whom goods/services are supplied/provided by the Company.

"GST" means GST within the meaning of the GST Act.

"GST Transition Act" means the A New Tax System (Goods and Services Tax Transition Act) 1999 (Cth).

"GST Act" means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (as amended from time to time). The following expressions bear the same meaning as in the GST Act: "tax invoice", "taxable supply" and "value".

"PMSI" means a purchase money security interest as defined under PPS Law.

"PPS Law" means the Personal Property Securities Act 2009 (Cth) (as amended from time to time).

"Security Interest" has the meaning under PPS Law.

"Trading Terms and Conditions" means these Trading Terms and Conditions, as amended by the Company from time to time.

"Verification Statement" has the meaning under PPS Law.

2. General:

These Trading Terms and Conditions shall apply to the establishment, operation and use of an account and to all transactions and orders effected by the Customer on an account or on a cash basis and shall apply to the exclusion of all others including any terms and conditions of the Customer. These Trading Terms and Conditions shall apply as if incorporated into the Customer's orders and no variation shall apply unless with the written agreement of the Company.

The Customer agrees to give the Company not less than **14 days prior written notice of any proposed change in ownership** of the Customer and must **notify the Company immediately of any other material change** to its information as supplied in the Account Application Form, including, without limitation, changes to the Customer's name, directors or contact details. The Customer shall be liable for any loss incurred by the Company as a result of the Customer's failure to comply with this clause.

3. Acceptance of Contract:

A contract on these Trading Terms and Conditions shall be deemed to have been entered into between the Company and the Customer upon receipt by the Company of an order either written or verbal from the Customer or by accepting the delivery of any goods from the Company.

4. Payment:

(a) The Customer shall pay the Company for services rendered and/or goods supplied by the Company by the last day of the month following the month in which the services are rendered and/or the goods supplied. The price shall be: the price indicated on the relevant invoice provided by the Company to the Customer for those services and/or goods (as the case may be); or, if this is not available, the price as at the date of services rendered and/or goods supplied according to the Company's database.

(b) If the Customer does not make payment within the time stipulated then the Customer shall pay by way of liquidated damages a default charge calculated by the application of an annual percentage rate of 9.45% calculated daily on the unpaid balance of the GST inclusive amount due from the due date for payment until the date that the total sum due to the Company is paid in full.

If the Customer fails to pay for any services and/or for goods supplied by the Company then the whole amount then owing by the Customer to the Company shall become immediately due and payable.

Where payment is by cash the amount owing is due and payable immediately.

5. Credit Card Payments:

If a Customer pays its outstanding account by a credit card, the Customer shall pay to the Company the Merchant's Service Fee applicable to the credit card at the time of the transaction. The fee will be added to the sale price of the goods and the services provided by the Company.

6. GST:

(a) To the extent that a party makes a taxable supply in connection with these Trading Terms and Conditions, except where express provision is made to the contrary, the consideration payable by a party under these Trading Terms and Conditions represents the value of the taxable supply for which payment is to be made.

(b) Subject to clause 6(c), if a party makes a taxable supply pursuant to these Trading Terms and Conditions for a consideration which, under clause 6(a), represents its value, then the party liable to pay for the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.

(c) A party's right to payment under clause 6(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.

7. Enforcement Expenses:

If the Customer defaults under these Trading Terms and Conditions it shall pay to the Company upon demand all costs including without limitation all legal costs (on a solicitor/own client basis), all mercantile agents fees incurred by the Company in recovering or attempting to recover all amounts outstanding and payable under these Trading Terms and Conditions, any GST payable by the Company and any dishonour or bank fees incurred by the Company relating to payments made by the Customer.

8. General Lien:

The Company shall, in respect of all unpaid debts due from the Customer, have a general lien of all goods and property produced for the Customer and shall be entitled on the expiration of 14 days notice to the Customer to dispose of such goods or property as the Company thinks fit and to apply the proceeds towards such debts.

9. Limitation of Liability:

(a) Section 68A of the Trade Practices Act 1974 ("the Act") has the effect of enabling a corporation which has contracted to supply goods and services to limit its liability in certain circumstances for breach of conditions and warranties implied by the Act.

(b) Subject to the qualifications in Section 68A of the Act, the Company's liability for breach of a condition or warranty implied by Division 2 of Part V of the Act in the case of goods and/or services supplied to a Customer shall be limited to: in the case of goods, any one or more of the following:

- (i) *the replacement of the goods or the supply of equivalent goods;*
- (ii) *the repair of the goods;*
- (iii) *the payment of the cost of replacing the goods or of acquiring equivalent goods;*
- (iv) *the payment of the cost of having the goods repaired; or*
in the case of services
 - (i) *the supplying of the services again; or*
 - (ii) *the payment of the cost of having the services supplied again.*

(c) Except as required by law and as herein provided all implied conditions and warranties with respect to the goods and services supplied by the Company to the Customer including without limitation warranties as to quality, fitness for purpose and sale by sample are excluded. In particular the Company does not accept any liability for any direct, indirect or consequential loss or damage caused to the Customer or any other person which arises out of the negligence or carelessness of the Company or any of its employees, servants, contractors, suppliers or agents, or which arises directly or indirectly from the use of any information, advice or recommendation of any Company employee or from any alleged breach of duty in respect of any goods or services supplied by the Company. The Company shall not be liable for any damage arising from the goods not being fit for any purpose for which the same may be used or supplied or in respect of any claim that the goods were not of merchantable quality or do not correspond with the description on the Company's invoice and/or the Company's packaging.

(d) Nothing in this clause 9 shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any goods or services of all or any of the provisions of Part V of the Act or any relevant or similar State or Federal legislation which by law cannot be excluded, restricted or modified.

10. Cancellations of Orders:

Orders cannot be cancelled except upon terms which will compensate the Company at the rates provided in the Company's quoted charges (or if no charges are quoted at the Company's standard charge rates) for all work done and materials used or specially procured, to the date of the cancellation. The compensation will also take into account any GST payable in accordance with clause 6(b).

11. Suspension of Credit:

The Company may at any time and without providing any reason for doing so to the Customer, refuse to extend any credit to the Customer, despite having previously given the Customer credit. If the Company suspends credit, all money that the Customer owes to the Company becomes immediately due and payable.

12. Claims and Returns:

(a) A Customer will be deemed to have accepted goods received by it as being in accordance with its order unless it notifies the Company in writing of its claim within 7 days from the date of receipt of the goods.

No return of the allegedly defective or faulty goods will be accepted by the Company unless the Company has given prior written authorisation for the return of the goods.

If the Company consents to the return of the goods the Customer must:

- (i) *provide the Company with a written statement setting out the reasons for the goods' return;*
- (ii) *provide details of the original invoice number and the date of delivery of the goods;*
- (iii) *provide a copy of the receipt or delivery docket relating to the goods sold;*
- (iv) *return the goods in their original condition as at the time of their sale;*
- (v) *pay to the Company an administrative handling charge of \$25.00 for the Company's processing costs associated with the return of the goods.*

13. Retention of Title:

(a) The Company retains all legal and equitable title in goods supplied by the Company to the Customer until the Company has received payment in full for all goods and the Customer has discharged in full all of its accounts with the Company relating to all contracts made with the Company.

(b) If payment is made by the Customer by way of cheque, legal and equitable title in the goods shall not pass to the Customer until the cheque has been honoured.

(c) Until the goods are paid in full the Customer shall hold the goods as bailee for the Company only and shall keep the goods as a bailee for the Company and shall store and identify the goods in a manner that clearly shows the Company's ownership thereof and shall pay the proceeds of any sale of the goods into a separate bank account.

(d) If the Customer fails to pay for the goods by the due date for payment stipulated in an invoice issued by the Company or otherwise advised to the Customer by the Company in writing, the Customer (without prejudice to the Company's other rights) agrees to deliver up the goods to the Company upon demand by the Company and the Customer irrevocably authorises the Company to enter upon its premises and to retake possession of the goods which remain unpaid and thereupon the Company shall be entitled to resell the goods.

(e) This reservation of title and ownership is effective whether or not the goods supplied by the Company have been altered from their supplied form, or commingled with other goods.

14. Security Interest

(a) Upon assenting to these Trading Terms and Conditions, the Customer acknowledges and agrees that these Trading Terms and Conditions constitute a Security Agreement in writing for the purposes of the PPS Law and creates a Security Interest in all goods that have previously been supplied or will be supplied in the future by the Company to the Customer. This clause 14 applies to the extent PPS Law (or part of it) applies to these Trading Terms and Conditions and any Security Interest arising under them.

(b) The Customer agrees that the retention of title arrangement in clause 13 constitutes a PMSI to the extent that it can be under the PPS Law.

(c) This clause does not limit what other amounts are secured under clause 13.

(d) The parties agree that payments of amounts the Customer owes to the Company will be applied in the following order:

- (i) to obligations that are not secured and in the order in which those obligations were incurred;
- (ii) to obligations that are secured, but not by the Company's PMSI and in the order in which those obligations were incurred;
- (iii) to obligations that are secured by the Company's PMSI and in the order in which those obligations were incurred.

(e) The Company may register its Security Interest as a PMSI. The Customer must do everything (including, without limitation, obtaining consents and signing documents) which the Company requires the Customer to do for the purposes of:

- (i) ensuring that the Company's Security Interest is enforceable, perfected and otherwise effective under the PPS Law;
- (ii) enabling the Company to gain first priority (or any other priority agreed to by the Company in writing) for its Security Interest; and
- (iii) enabling the Company to exercise its rights in connection with the Security Interest,

and to assure performance of the Customer's obligations, the Customer hereby gives the Company an irrevocable power of attorney to do anything the Company considers the Customer should do under these Trading Terms and Conditions.

(f) The Company's rights under these Trading Terms and Conditions are in addition to and not in substitution for the Company's rights under other law (including the PPS Law) and the Company may choose whether to exercise rights under this document, and/or under such other law, as it sees fit.

(g) The Company and the Customer agree that the following provisions of the PPS Law do not apply and, for the purposes of section 115 of the PPS Law are "contracted out" of these terms and conditions in respect of goods that are not used predominantly for personal, domestic or household purposes:

- (i) sections 95 (notice of removal of accession to the extent it requires the Company to give a notice to the Customer);
- (ii) 96 (retention of accession);
- (iii) 121(4) (enforcement of liquid assets—notice to grantor);
- (iv) section 130 (notice of disposal to the extent it requires the Company to give a notice to the Customer);
- (v) section 132(3)(d) (contents of statement of account after disposal);
- (vi) section 132(4) (statement of account if no disposal);
- (vii) section 135 (notice of retention);
- (viii) section 142 (redemption of collateral); and
- (ix) section 143 (re-instatement of security agreement)

and the Customer hereby waives any rights the Customer may otherwise have to receive any notices the Customer would otherwise be entitled to receive under the above provisions.

(h) The following provisions of the PPS Law:

- (i) section 123 (seizing collateral);
- (ii) section 126 (apparent possession);
- (iii) section 128 (secured party may dispose of collateral);
- (iv) section 129 (disposal by purchase); and
- (v) section 134(1) (retention of collateral)

confer rights on the Company. The Customer agrees that in addition to those rights, the Company shall, if there is default by the Company, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any goods, not only under those sections but also, as additional and independent rights, under these terms and conditions and the Customer agrees that the Company may do so in any manner it sees fit including (in respect of dealing and disposal) by private or public sale, lease or licence.

(i) The Customer waives its rights to receive a Verification Statement in relation to registration events in respect of commercial property under section 157 of the PPS Law.

(j) Solely for the purpose of allowing the Company the benefit of section 275(6) of the PPS Law, the parties agree that neither of them must disclose information of the kind that can be requested under section 275(1) of the PPS Law.

15. Sales Tax:

The Company shall in addition to the value of the goods and/or services supplied be entitled to charge the amount of any sales tax payable whether or not included in the quotation unless a signed official order is received by the Company with an exemption certificate or number having been provided in accordance with current sales tax legislation and subject to the GST Transition Act.

16. Termination:

The Company may terminate any order or other contract it may have with the Customer if at any time:

- (a)** the Customer sells the whole or a material part of its business;
- (b)** the Customer breaches any provision of these Trading Terms and Conditions;
- (c)** any guarantor of the Customer under these Trading Terms and Conditions revokes its guarantee or commits any act of bankruptcy or enters into an arrangement with its creditors;
- (d)** the Customer:
 - (i)** becomes bankrupt; or
 - (ii)** is the subject of an application to wind up the Customer, or if a receiver, a receiver and manager, or an administrator is appointed in respect of the Customer or any of the Customer's assets; or
 - (iii)** makes an arrangement or composition with the creditors of the Customer or attempts to make such an arrangement or composition; or
 - (iv)** is unable to pay the debts of the Customer as they fall due; or
 - (v)** ceases business; or
 - (vi)** has execution levied against any of the assets of the Customer; or
 - (vii)** has a mortgagee enter or seek to enter into possession of any of the assets of the Customer; then all monies then owing to the Company (including any amounts which would not otherwise be payable until a later date or dates) shall become immediately due and payable.

17. Credit Provided for Business Purposes:

The Customer acknowledges that the credit provided to it by the Company under these Trading Terms and Conditions shall be applied wholly or predominantly for business or investment purposes (or for both purposes).

18. Delivery of goods

(a) The Company reserves the right to charge a delivery fee for the delivery of goods for orders of less than AU\$300.

(b) If the Customer is unable or fails to accept delivery of goods, the Customer will be liable for all costs incurred by the Company due to storage, detention, double cartage, travel expenses or similar causes.

19. Force Majeure:

Contracts and deliveries may be suspended by the Company in the event of any strike, lockout, trade dispute, fire, tempest, breakdown, theft, crime, force majeure or the inability of the Company to procure necessary materials or articles preventing or retarding performance of the contract and no responsibility shall be attached to the Company for any delay, default, loss or damage due to any of the above causes or to any other cause beyond the control of the Company. In such circumstances, the Company shall be entitled to determine the contract with the Customer and the Customer shall not have any claim for damages arising out of the cancellation.

20. Power to Sell Goods:

Nothing in these Trading Terms and Conditions shall prevent the Customer from selling goods to any third party provided that the proceeds of any sale shall be held in trust by the Customer for the Company.

21. Company to Provide Information for Sales Tax Credits:

The Company must make available to the Customer such information that allows the Customer to calculate any special credits in respect of sales tax paid on stock to which the Customer is entitled.

22. Customer's Property:

(a) The Customer's property and all property and materials supplied to the Company by or on behalf of the Customer will be held at the Customer's risk and the Company accepts no liability whatsoever for loss of or damage to property or material unless otherwise agreed by the Company in writing.

(b) Unless otherwise agreed in writing by the Company, the Company accepts no responsibility for the insurance of the Customer's property or material.

(c) The Customer shall have no right or title to data stored by the Company on disks or any other electronic form of storage. If the Customer requires any data stored by the Company, the Company may charge the Customer for the cost of down loading such data at its reasonable discretion. Disks and tapes supplied by the Customer and/or authorised persons shall remain the property of the Customer.

23. Certificate:

A certificate signed by an officer of the Company will be prima facie evidence of the Customer's liability to the Company under these Trading Terms and Conditions as at the date of the certificate.

24. Time:

Time shall be of the essence in respect of all arrangements made between the parties and without limitation for payment of all monies owed by the Customer to the Company pursuant to the provisions specified in these Trading Terms and Conditions.

25. Jurisdiction:

These Trading Terms and Conditions are governed by the laws of the State of New South Wales and the parties agree that all claims and disputes arising hereunder shall be determined in a Court of competent jurisdiction nearest Sydney and the parties irrevocably agree to submit to the non-exclusive jurisdiction of the Court.

26. Notices:

Any notice by one party to the other shall be sufficiently served if served personally or by facsimile transmission or by e-mail or, if posted, by pre-paid post to the party to be served at the registered office of the party or its last known place of business and shall be deemed to have been received within two days of the date of posting if served by post and immediately upon transmission if served by facsimile transmission or e-mail.

27. Severance

If a provision of these Trading Terms and Conditions is voidable by either party or unenforceable or illegal but would not be void or voidable or unenforceable or illegal if it were read down and it is capable of being read down, the provision shall be read down accordingly. If such provision is incapable of being read down, the provision is severed and the remainder of these Trading Terms and Conditions will continue to have full force and effect.