Tamac Investments PTY LTD trading as Sol's Snax
07 3283 4571 | admin@solssnax.com.au
40 Transport Street, Yatala QLD 4207

ABN: 88 614 195 685

Credit Application For

14 days from invoice Trading Terms

Tamac Investments Pty Ltd t/a Sols Snax

14 days from invoice credit terms
(COD) accounts must be paid for at time of the order being placed

Payments can only be made by

Electronic Funds Transfer (EFT) – email remittance to admin@solssnax.com.au
Please use your customer trading name as payment reference

Account Name: Tamac Investments PL T/as Sols Snax
BSB: 034059
ACC: 555508

Name: Tamac Investments Pty Ltd t/a Sols Snax ABN: 88 614 195 685

Address: 40 Transport Street, Yatala QLD 4207

THE APPLICANT

Date of Application: _____

☐ Registered Company ☐ Partnership ☐ Sole Trader ☐ Govt Department ☐ Club/Association ☐ Trustee ☐ Other

Company Name: _____ ACN: _____

_____ ABN: _____

Registered Business Home Address: _____

Full Business Trading Name: _____

Full Business Trading Address: _____

Accounts Contact Person: _____ Accounts Phone: _____ Accounts Email: _____

Business Phone: _____ Mobile Phone: _____ Email: _____

Full Name and Private Home Address of Directors/Proprietors/Owners:

1. _____ Licence No.: _____ DOB: _____

Private Address: _____ Postcode: _____

2. _____ Licence No.: _____ DOB: _____

Private Address: _____ Postcode: _____

3. _____ Licence No.: _____ DOB: _____

Private Address: _____ Postcode: _____

4. _____ Licence No.: _____ DOB: _____

Private Address: _____ Postcode: _____

Credit References (Major Suppliers)

1. _____ Phone: _____ Fax: _____

2. _____ Phone: _____ Fax: _____

3. _____ Phone: _____ Fax: _____

PRIVACY AUTHORITY AND ACCEPTANCE OF TERMS AND CONDITIONS OF BUSINESS

Authority: Tamac Investments Pty Ltd t/a Sols Snax

From: The Applicant (or a person who is completing this Application on their behalf) and the Guarantor/s

I acknowledge that Tamac Investments Pty Ltd t/a Sols Snax has informed me, in accordance with s.18E(8)(c) of the Privacy Act 1988, that certain items of personal information about me/us contained in this application and permitted to be kept on a credit information file might be disclosed to a credit reporting agency and to Tamac Investments Pty Ltd t/a Sols Snax. This information includes among other things, particulars as to my/our identity, the fact that an application for credit was made and the amount of credit sought, details of current providers of credit and details of any credit at least 60 days overdue, cheques dishonoured and serious credit infringements.

To assist in the processing of this Application, I hereby authorise Tamac Investments Pty Ltd t/a Sols Snax to:

(a) Obtain information about my personal or commercial credit worthiness from my bank or any trade referee disclosed in this document and any other credit provider and credit reporting agency for the purposes of assessing the application for credit, or in connection with any guarantee;

(b) se, disclose or exchange with other credit providers information about my personal or commercial credit arrangements in order to assess the application for credit (including whether to accept as Guarantor any person signing), monitor credit worthiness and collect overdue accounts;

(c) Disclose the contents of the credit report by a credit reporting agency to Tamac Investments Pty Ltd t/a Sols Snax solicitors or mercantile agents.

To assist in the efficient distribution of products to me by Tamac Investments Pty Ltd t/a Sols Snax, I hereby authorize Tamac Investments Pty Ltd t/a Sols Snax to obtain any information, including personal, credit and sales and trading information about me, stored or held by Tamac Investments Pty Ltd t/a Sols Snax

I agree that if Tamac Investments Pty Ltd t/a Sols Snax approves this Application, this Authority remains in force until the credit facility covered by this Application ceases in accordance with s18K (1) (C) of the Privacy Act. By signing the below, I confirm my written consent to the above requirements in accordance with the Privacy Act.

ACCEPTANCE OF TERMS AND CONDITIONS OF BUSINESS

By signing the below, I confirm:

(a) the accuracy of the information provided by me in this Application; and

(b) that I have read the Terms and Conditions of Business accompanying this Application and agree that all goods purchased from Tamac Investments Pty Ltd t/a Sols Snax are purchased subject to such Terms and Conditions.

NAMES AND SIGNATURES (all Parties must sign)

Name: _____ Title: _____ Signature: _____

Name: _____ Title: _____ Signature: _____

Name: _____ Title: _____ Signature: _____

Name: _____ Title: _____ Signature: _____

DEED OF GUARANTEE AND INDEMNITY

In consideration of Sols Snax its successors and/or assigns ("the CREDITOR") agreeing from the date hereof to supply goods and/or services on credit to the Applicant, I,

Name: _____ Title: _____ Signature: _____

Name: _____ Title: _____ Signature: _____

Name: _____ Title: _____ Signature: _____

Name: _____ Title: _____ Signature: _____

HEREBY JOINTLY AND SEVERALLY GUARANTEE, AND AGREE TO BE RESPONSIBLE for the punctual payment of all monies owing to the CREDITOR and compliance with all obligations (including but not limited to the obligations set out in the Terms and Conditions) which the APPLICANT owes now or may in the future owe to the CREDITOR for all goods and services that the CREDITOR may hereafter from time to time supply to the APPLICANT on any account whatsoever, subject to the following provisions:

1. I will indemnify the CREDITOR against any losses, costs, charges, expenses and/or damages of any nature, arising from any past, present and/or future dealing which it might incur as a result of any default by the APPLICANT or arising under this Guarantee.
2. This GUARANTEE is a continuing security and will not be affected and shall remain enforceable notwithstanding:
   (a) any failure of me to sign this GUARANTEE properly;
   (b) the APPLICANT incurring any obligations to the Creditor without the knowledge or consent of me;
   (c) any monies being unrecoverable by the CREDITOR from the APPLICANT for any reason at all;
   (d) the CREDITOR not complying with any agreement with the APPLICANT;
   (e) the CREDITOR failing to take any step to perfect, protect or enforce any right it may have, or granting any extension of time, release or other indulgence to the APPLICANT or to me;
   (f) any change in status, ownership or membership of the APPLICANT or of any of the GUARANTORS;
   (g) the death, incapacity, administration, bankruptcy, liquidation, receivership or insolvency of the APPLICANT or of one or more of the GUARANTORS;
   (h) that I cease to be a director of, or to have any relationship with the APPLICANT or there is a change in status or structure of the APPLICANT;
   (i) any variations to the terms of the credit provided by the CREDITOR to the APPLICANT (even if this increases my liability under this GUARANTEE);
   (j) the CREDITOR refusing further credit to the APPLICANT; or
   (k) by the release of any of the GUARANTORS or if this GUARANTEE is unenforceable against any one or more of the GUARANTORS.
3. I warrant, where the APPLICANT is a trust, that the APPLICANT has full authority as trustee to enter into agreements for the supply to it of goods or services, or both, on credit.
4. I irrevocably consent to service of any notices and/or court documents relating to this GUARANTEE by:
   (a) posting it to or leaving it at my address as set out below; or
   (b) posting it to or leaving it at another address as advised in writing by me to the CREDITOR at any time.
5. I confirm that I have read the Privacy Authority in this Application and I agree to be bound by its terms.
6. I agree that any payment made to the CREDITOR and later avoided by the application of any statutory provisions shall be deemed not to discharge my liability hereunder and in any such event, the CREDITOR is to be restored the rights it would have had if the payment had not been made.
7. I agree that the CREDITOR may apply any payment it receives in reduction of any indebtedness of the APPLICANT in such manner and amount as the Creditor may decide irrespective of the age of the debt.
8. I/We hereby charge and grant a security interest in all my/our right, title and interest (whether existing or future) in any property of any nature whatsoever ("Property") to secure the payment of any money that I/we become liable to pay to the CREDITOR ("Charge"). To give further effect to the Charge I/we will deliver to the CREDITOR within seven days of a written request by the CREDITOR, an executed mortgage over any Property in registrable form that incorporates the CREDITOR'S standard covenants as prepared by the CREDITOR'S solicitors. I/we irrevocably appoint the CREDITOR and any solicitor nominated by the CREDITOR severally as my/our attorney to execute, obtain and/or register a mortgage, caveat or other instrument or thing to support the Charge in respect of the Property. If the Charge created by this clause is or becomes void or unenforceable, it may be severed from this GUARANTEE without any effect on its validity and I will not be exonerated from this GUARANTEE in whole or part. Nor will the CREDITOR's rights, remedies or recourse against me in any way be prejudiced or adversely affected by such severance.
9. This GUARANTEE may be withdrawn by the GUARANTOR (or in the case of my death, by my legal representative) only upon the expiry of thirty (30) days from the day on which written notice of withdrawal is actually received by the CREDITOR but will continue in force in respect of the liability incurred up to the time the withdrawal takes effect. Upon receipt of the notice, the CREDITOR may no longer provide credit or supply goods or services to the Applicant.
10. If any provision of this GUARANTEE is unenforceable, the provision will be ineffective to the extent of the unenforceability, but will not invalidate the remainder of the GUARANTEE which will continue to have full force and effect.
11. I submit to the jurisdiction of the Courts of the State in which the CREDITOR resides.
12. Subject to the provisions of this GUARANTEE, this GUARANTEE and the Terms and Conditions constitute the sole and entire agreement between the parties and any representation, warranty, guarantee or other term of any nature not contained in this GUARANTEE shall have no force or effect.
13. **I confirm that I understand the nature and effect of this GUARANTEE and that I have had the opportunity of obtaining independent legal advice before signing this GUARANTEE.**
14. In this GUARANTEE:
   (a) 'APPLICANT' means the applicant named in this Application and any related entity to the applicant as defined in the Corporations Act 2001.
   (b) 'Application' shall mean this Credit Account.
   (c) 'GUARANTEE' means this Guarantee and Indemnity.
   'GUARANTOR' means the person(s) identified below as 'guarantor' and if more than one jointly and severally and in any event (to the extent applicable) the joint and several successors and/or assigns of each.

OTHER MATTERS

15. The Guarantor and the Sols Snax agree that they contract out of the following provisions under the Personal Property Securities Act 2009 (PPSA) in relation to the goods and that the following provisions under the PPSA will not apply to this agreement – Section 95, 96, 125, 128, 129, 130, 132 (3) (d), 132 (4), 134 (1), 135, 142 and 143.
16. Subject to Section 275 (7) of PPSA, the Guarantor and Sols Snax agree that neither Sols Snax nor the Guarantor will disclose information of the kind mentioned in Section 275 (1) PPSA.

SIGNED SEALED AND DELIVERED BY

_____
Director/Proprietor

Date: _____

SIGNED SEALED AND DELIVERED BY

Witness: _____

Name of Witness: _____

SIGNED SEALED AND DELIVERED BY

_____
Director/Proprietor

Date: _____

SIGNED SEALED AND DELIVERED BY

Witness: _____

Name of Witness: _____

SIGNED SEALED AND DELIVERED BY

_____
Director/Proprietor

Date: _____

SIGNED SEALED AND DELIVERED BY

Witness: _____

Name of Witness: _____

SIGNED SEALED AND DELIVERED BY

_____
Director/Proprietor

Date: _____

SIGNED SEALED AND DELIVERED BY

Witness: _____

Name of Witness: _____

OFFICE USE ONLY

☐ Approved ☐ Declined Signature: _____ Date: _____

Account Number: _____ Approve Terms: _____

TERMS AND CONDITIONS OF BUSINESS

DEFINITIONS

1. In these Terms and Conditions:
   Supply Agreement means any Agreement made between Tamac Investments Pty Ltd t/a Sols Snax and the Customer, which governs the purchase and/or distribution of Dairy/Food Service products by the Customer other than these Terms and Conditions or any terms and conditions of the Customer:
   Tamac Investments Pty Ltd t/a Sols Snax means ABN **88 614 195 685** & its successors and/or assigns: 'Customer' means the legal entity or entities named in the Application for Credit as applying to trade with Sols Snax on a commercial credit basis.
   'Terms and Conditions' means these Terms and Conditions of Business as well as any Letter of Acceptance sent by Tamac Investments Pty Ltd t/a Sols Snax to the Customer accepting an application for credit.
2. The Customer acknowledges and agrees that the goods will not be used by the Customer predominantly for personal, domestic or household purposes. The goods and any services are purchased by the Customer from Sols Snax solely for business purposes and resupply by the Customer. The sale of all goods and services by the Sols Snax is made upon these Terms and Conditions. Except as regards clauses 7 to 14, if there is any inconsistency between these Terms and Conditions, any terms and conditions of the Customer (whether on the Customer's order form or otherwise), and any Supply Agreement, the following documents will prevail in descending order of precedence: -
   (a)Supply Agreement;
   (b)Terms and Conditions;
   (c)Terms and Conditions of the Customer.
   This order of precedence will apply notwithstanding the order in which the documents are signed. Notwithstanding the above, to the extent of any inconsistency between clauses 7 to 14 of this Agreement, and any other document, including those specified above, clauses 7 to 14 of this Agreement will prevail unless any Supply Agreement specifically provides otherwise.
3. By taking delivery of goods supplied by Sols Snax the Customer affirms that these Terms and Conditions are the Terms and Conditions on which the Customer has agreed to purchase from Sols Snax. All purchases of goods from Sols Snax are deemed to have been made by the legal entity which is designated as the Customer on the application for credit as well as its successors and assigns, and that Customer contracts with Sols Snax both in its individual capacity and as trustee for any trust. The Customer agrees that Sols Snax may have recourse against the assets of any trust of which the Customer is a trustee.
4. Tamac Investments Pty Ltd t/a Sols Snax may change these Terms and Conditions at any time by notice in writing to the Customer. At least twenty-one days notice of such change shall be given.
5. The Customer must notify any proposed change of ownership of the Customer's business in writing to Sols Snax at least twenty-one days prior to such change. The Customer will remain liable for all purchases of goods and services from Sols Snax made in the name of the business prior to the change of ownership of the Customer's business.
6. Unless otherwise specified by Sols Snax, either party may terminate the trading arrangements between Sols Snax and the Customer at any time, by notice in writing. If such notice is given any monies owing by the Customer Sols Snax will become immediately due and payable and any guarantees given are not revoked until all outstanding indebtedness is paid in full.

RESERVATION OF TITLE AND PASSING OF RISK

7. The Customer acknowledges that the title of goods delivered by Sols Snax to the Customer ("the goods") is only transferred to the Customer once all sums owing to Sols Snax on any account whatsoever have been paid. Until all such sums have been paid, Sols Snax has the right to call for or recover the goods (for which purpose employees or agents may enter the Customer's premises) and the Customer is obliged to deliver up the goods if so directed by Sols Snax.
8. The Customer agrees to keep the goods and any proceeds of sale of the goods in a fiduciary capacity for Sols Snax until such time as title is transferred to the Customer.
9. Notwithstanding the foregoing, the Customer may sell the goods to a third party in the ordinary course of business.
10. Notwithstanding the previous three provisions the Customer accepts all risk of loss and damage to the goods, whether caused by the Customer or not, following delivery or dispatch of the goods to the Customer.

PAYMENT

11. Subject to the performance by the Customer of all its obligations under these Terms and Conditions, and of any of its obligations under any Supply Agreement with Sols Snax, Sols Snax agrees to supply products to the Customer on a credit basis within any credit terms approved by Sols Snax from time to time.
12. Sols Snax shall have the sole right and discretion to establish credit limits for the Customer, and any such credit limits may be modified or terminated without notice in whole or in part by Sols Snax from time to time in its sole and unilateral discretion with respect to all orders not accepted as of the date of such modification or termination. Any modifications or terminations of previously established credit limits for the Customer shall be applicable to all orders accepted by o Sols Snax n or after the date of such modification or termination and until such time as further modifications may be affected.
13. The Customer agrees to make all payments within the date specified by any invoice or statement of account supplied to it by Sols Snax. Sols Snax may apply any payment it receives in reduction of any indebtedness of the Customer in such manner and amount as Sols Snax may decide irrespective of the age of the debt.
14. If the Customer fails to comply with clause 13, without prejudice to the other rights of Sols Snax:
    (a)The Customer will, if so required by Sols, pay interest at the Commonwealth Bank overdraft rate (or its successor), as published from time to time, per month compounded on any amount overdue, such interest being computed from the date of supply of the subject goods or services;
    (b) Sols Snax may thereafter require the Customer to pay in cash on delivery for any further orders placed by the Customer for goods or services.
    (c) Sols Snax ay refuse to accept orders from and stop deliveries to the Customer.
    (d) Sols Snax may require the immediate payment of all monies then owing by the Customer to Tamac Investments Pty Ltd t/a Sols Snax
    (e) Sols Snax may take such action as it deems appropriate for the recovery of all monies owing by the Customer to , including Sols Snax legal costs on a solicitor client basis and any costs involved in recovering the outstanding monies including debt collection costs.
15. The Customer hereby charges and grants a security interest in all its, his or her or their right, title and interest (whether existing or future) in any property of any nature whatsoever ("Property") to secure the payment of any money that the Customer becomes liable to pay to Sols Snax ("Charge"). To give further effect to the Charge the Customer will deliver to Sols Snax within seven days of a written request by Sols Snax , an executed mortgage over any Property in registrable form that incorporates Sols Snax standard covenants as prepared by Sols Snax solicitors. The Customer irrevocably appoints Sols Snax and any solicitor nominated by Sols Snax severally as the Customer's attorney to execute, obtain and/or register a mortgage or caveat, or other security to support the Charge in respect of the Property. If the Charge created by this clause is or becomes void or unenforceable, it may be severed from these Terms and Conditions without any effect on their validity and the Customer will not be exonerated from complying with these Terms and Conditions in whole or in part. Nor will Sols Snax rights, remedies or recourse against the Customer in any way be prejudiced or adversely affected by such severance.

DELIVERY AND ACCEPTANCE

16. The Customer agrees to accept delivery by instalments if required to do so by Sols Snax
17. If a delivery date is specified by the Customer, Tamac Investments Pty Ltd t/a Sols Snax will in no circumstances be liable for any loss or damage of any kind whatsoever suffered or incurred by the Customer as a consequence of part, or late delivery. Any delay in delivery will not constitute grounds for cancellation of the subject order or any other order by the Customer.

CLAIMS AND ALLOWANCES

18. This clause is subject to any rights of the Customer at law that cannot be excluded, restricted or modified by Any claims for credit for faulty stock, over-charges, or any similar claims must be received in writing to Sols Snax within five days of the date of supply or the Customer will be considered to have waived any right to claim against Tamac Investments Pty Ltd t/a Sols Snax in respect of the relevant goods. It is the Customer's responsibility to ensure that goods are checked at the time of delivery. Faulty goods must be returned to Sols Snax if credit is claimed for such goods. Return of goods does not necessarily entitle the Customer to a credit in respect of those goods.

WARRANTIES

19. All goods and services supplied by Sols Snax are subject to such warranties, conditions, rights and remedies (if any) which are conferred on the Customer by any applicable legislation and which are incapable of exclusion, restriction or modification, but otherwise all conditions and warranties in relation to the goods and services supplied by Sols Snax are expressly negatived. If the Customer has the benefit of any statutory warranties or conditions of the kinds aforesaid or any such rights or remedies then to the extent that the law allows, the liability of Sols Snax for breach thereof is limited to:
    (a)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 payment of the cost of replacing the goods or of acquiring equivalent goods; or
    (b)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.

INSOLVENCY

20. If the Customer becomes bankrupt or makes any arrangements with or assignments for the benefit of its creditors, or being a company, becomes the subject of any proceedings for, or makes arrangements or composition with its creditors, or if a receiver, or receiver or manager, administrator or liquidator is appointed to the Customer, or in respect of any of its assets, then, in addition to any other rights which Sols Snax may have either by virtue of the foregoing Terms and Conditions or by law generally, Sols Snax may:
    (a)refuse to accept further orders from the Customer;
    (b)refuse to supply goods or services pursuant to any existing order from the Customer; and
    (c)take such action as it thinks fit for recovery of all monies owing by the Customer to Sols including Sols legal costs on a solicitor client basis and any costs involved in recovering the outstanding monies including debt collection costs.

FORCE MAJEURE

21. If for any reason beyond the control of Sols Snax (including without limitation as the result of any strike, trade dispute, fire, tempest, theft or breakdown) orders cannot be filled at the time stipulated by the Customer, Sols Snax shall be entitled to determine the contract and the Customer shall not have any claims for damages arising out of such cancellation, without prejudice to the rights of t Sols Snax to recover all sums owing to it in respect of deliveries made or services provided prior to the date of such determination.

GOVERNING LAW

22. All contracts arising between Sols Snax and the Customer shall be governed by and constituted in accordance with the laws of the State or Territory in which each Agreement for the supply of products is made and the Customer and Sols Snax will submit to the jurisdiction of the Courts of that State or Territory. Any provision or part of a provision of any contract that is or becomes unlawful or unenforceable is deemed deleted to the extent of the illegality or unenforceability and the remaining provisions of the contract will not be affected to the intent that each provision of the contract is to be enforceable to the fullest extent permitted by law.

NOTICES

23. Any notice, demand, originating process, court document or any other document relating to or in a proceeding may be serviced on the Customer by:
    (a)posting it to or leaving it the Full Trading Address for the Customer as specified in this Credit Application; or
    (b)posting it to or leaving it at another address for the Customer as advised in writing by the Customer to Sols Snax at any time.

CERTIFICATE

24. A certificate signed by an officer of Sols Snax about any matter or sum payable to Sols Snax is prima facie evidence of the matters stated within it.

OTHER MATTERS

25. The Customer and Sols agree that they contract out of the following provisions under the Personal Property Securities Act 2009 (PPSA) in relation to the goods and that the following provisions under the PPSA will not apply to this agreement – Section 95, 96, 125, 128, 129, 130, 132 (3) (d), 132 (4), 134 (1), 135, 142 and 143
26. Subject to Section 275 (7) of PPSA, the Customer and Sols Snax agree that neither Sols Snax nor the Customer will disclose information of the kind mentioned in Section 275 (1) PPSA