

The customer represents and warrants to Craig's Bakehouse and Coffee Limited and its subsidiaries ("the Company") that this

Customer Credit Application for Trade Account

Business contact information

Contact name:			
Phone:	Fax:	E-mail:	
Address:			
City:	State:	Postcode:	
In business since:			
Sole trader:	Partnership:	Limited liability:	Other: <input type="checkbox"/>

Business and credit information

Postal address:			
City:	State:	Postcode:	
Telephone:	Fax:	E-mail:	
Bank name:			
Bank address:		Phone:	
City:	State:	Postcode:	

Business/trade references

Company name:		Company name:	
Contact name:		Contact name:	
Address:		Address:	
City:	Postcode:	City:	Postcode:
Phone:		Phone:	
Fax:		Fax:	
E-mail:		E-mail:	

Company name:		Company name:	
Contact name:		Contact name:	
Address:		Address:	
City:	Postcode:	City:	Postcode:
Phone:		Phone:	
Fax:		Fax:	
E-mail:		E-mail:	

Agreement

1. All invoices are to be paid as per the terms on our invoices.
2. Any claims arising from invoices must be made within seven working days of receipt of invoice.
3. By submitting this application, you authorise **Craig's Bakehouse and Coffee Pty Ltd** to make inquiries into the banking and business/trade references that you have supplied.

Signatures

Signature	Signature
Title:	Title:
Date:	Date:

information is true and correct to the best of its knowledge. I/we consent to the trade and personal references being contacted to gain trading information. I/we acknowledge that the Company has informed us, in accordance with the Privacy Act 1988, that certain personal information may be shared with credit providers. I/we the undersigned, accept the Company's 'Conditions of Sale' which are displayed on the Company Web Site (www.craigsbakehouse.com.au) and are hereby incorporated by reference. I/we acknowledge reading the 'Conditions of Sale' on the company Web Site. The terms may be varied with written notice. Credit is approved at the discretion of the Company and may be withdrawn at any time with written notice.

DEED OF GUARANTEE AND INDEMNITY

Business contact information

Warning: Do not sign this Guarantee and Indemnity if you have any doubts about your obligations - seek independent legal advice.

To: CRAIG'S BAKEHOUSE AND COFFEE PTY LTD and to each of its Related Bodies Corporate that supply Goods to the Customer (together, the "Supplier Group" and each a "Supplier")

1. Guarantee and Indemnity

In consideration of the Supplier at the request of the person(s) listed as guarantor(s) below ("Guarantor"), supplying in the future or continuing to supply the Customer with Goods from time to time, each Guarantor:

- 1.1. guarantees to each Supplier the due and punctual payment of all money owing from the Customer to any Supplier now or in the future for the supply of Goods ("Guaranteed Money"); and
- 1.2. as a separate obligation, indemnifies each Supplier against any cost, loss or liability suffered by any Supplier (including recovery and/or legal costs) resulting from, arising out of and/or caused by: (i) any breach of the Guarantor's Obligations below; (ii) any breach of the Credit Terms; (iii) any breach of the Sales Conditions; (iv) enforcing this Guarantee and Indemnity; or (v) this Guarantee and Indemnity, or any other document entered into under or in connection with this Guarantee and Indemnity, including without limitation the Sales Conditions and the Credit Terms.
- 1.3. as a further separate obligation, indemnifies each Supplier against any cost, loss or liability suffered by any Supplier because any agreement for the supply of Goods is unenforceable or the Guaranteed Money, in whole or in part, are not recoverable from the Customer or, having been recovered, must be refunded.

2. Guarantor's Obligations

- 2.1. Each Guarantor's obligations under this Guarantee and Indemnity are unconditional, irrevocable, continuing and, if there is more than one Guarantor, joint and several
- 2.2. If the Customer defaults in payment of the Guaranteed Money, a Guarantor must pay the Guaranteed Money on demand.
- 2.3. Each Guarantor warrants that it has not taken, and it must not take, security from the Customer in respect of any present or future obligations of the Customer to that Guarantor.

3. Privacy

By signing below each Guarantor consents to each Supplier collecting the Guarantor's personal information for the purpose of credit assessment and (where successful) credit administration and disclosing information to related bodies corporate, credit reporting agencies, other credit providers, commercial agents or legal firms (some of whom may be located overseas). For current privacy policy please visit <http://craigsbakehouse.com.au/privacy/>

4. Governing Law

This Guarantee and Indemnity is governed by the law of South Australia.

5. Jurisdiction

The Adelaide registry of the courts of South Australia have exclusive jurisdiction for the purpose of hearing and determining any dispute arising under or in connection with this Guarantee and Indemnity

Signed, sealed and delivered as a deed poll by each Guarantor who acknowledges having read, understood and agreed to the Credit Application, the Credit Terms and the Sales Terms.

Customer

Contact Name:	
ABN:	
Address:	
City:	Postcode:
Phone:	
E-mail:	

Craig's Bakehouse and Coffee Pty Ltd
 ABN: 19 676 330 886
 Trading as Craig's Bakehouse & Café
 120-233 Smith Street Naracoorte SA 5271



SIGNED, SEALED AND DELIVERED AS A DEED POLL

Guarantor 1		Witness 1	
Signature	Date:	Signature	Date:
Print Name		Print Name	
Print Address		Print Address	
Guarantor 2		Witness 2	
Signature	Date:	Signature	Date:
Print Name		Print Name	
Print Address		Print Address	