



OFFICE USE ONLY

CODE

DATE
RECEIVED

TYPE OF ACCOUNT

DATE
APPROVED

CONDITIONS

REP
ALLOCATED

REP APPROVED

Customer Account & Credit Application

Questions about how to complete this form?

Call (07) 3282 1160

or email office@totalgourmet.com.au**Return completed form to:**Email office@totalgourmet.com.au

Trading & Delivery Details

TRADING NAME

DELIVERY ADDRESS

SUBURB / TOWN

STATE

POSTCODE

PHONE

PREFERRED CARRIER (RELEVANT FOR NON-FIS CUSTOMERS - SEE TERMS & CONDITIONS ON PAGE 3 OF THIS FORM)

DELIVERY HOURS & INSTRUCTIONS (INCLUDING CONTACT DETAILS IF APPLICABLE)

Legal Details

TYPE OF ENTITY

*if completing this form electronically use arrow keys to move between options**Sole Proprietor**Partnership**Company**Trust*

LEGAL / ENTITY NAME (EG COMPANY NAME, PARTNERSHIP NAME, FULL LEGAL NAME)

MAIN / REGISTERED BUSINESS ADDRESS

SUBURB / TOWN

STATE

POSTCODE

ABN

TIME IN BUSINESS

NATURE OF BUSINESS

Owners & Directors

NAME

DATE OF BIRTH

DRIVER'S LICENCE NUMBER

DRIVER'S LICENCE STATE OF ISSUE

HOME ADDRESS

SUBURB / TOWN

STATE

POSTCODE

EMAIL

PHONE

NAME

DATE OF BIRTH

DRIVER'S LICENCE NUMBER

DRIVER'S LICENCE STATE OF ISSUE

HOME ADDRESS

SUBURB / TOWN

STATE

POSTCODE

EMAIL

PHONE

Purchasing Contact

PURCHASING CONTACT NAME

PHONE

REGISTER FOR ONLINE
ORDERING

EMAIL

MOBILE

Accounts Contact

ACCOUNTS CONTACT NAME

PHONE

EMAIL

MOBILE



Customer Account & Credit Application CONTINUED

Type of Account

WHICH TYPE OF ACCOUNT DO YOU WISH TO ESTABLISH?
If completing this form electronically use arrow keys to move between options

PREPAID -> Complete 'Prepaid' section below

30 DAY CREDIT ACCOUNT -> Complete 'Credit Account' section below AND 'Personal Guarantee' on page 4

GROUP BUYING ACCOUNT
(eg Metcash / AUR) -> Complete 'Buying Group' section below

Prepaid

Please read the Conditions of Sale on page 3 of this form carefully before completing this declaration. Please seek independent legal advice if you do not understand any of the terms in the Conditions of Sale or this form. Due to the restrictions of the Privacy Act 1988, **this declaration must be signed by the Directors/Proprietors/Individuals.**

DECLARATION

I/We acknowledge that I/we have read Total Gourmet's Conditions of Sale which are detailed on Page 3 of this form and hereby accept these conditions of trade.

BY NAME (please print)

SIGNATURE

DATE

BY NAME (please print)

SIGNATURE

DATE

Credit Account

CREDIT LIMIT REQUESTED

TRADING NAME CREDIT REFEREES WILL KNOW YOU AS

REFERENCE #1 BUSINESS NAME

CONTACT NAME

PHONE

REFERENCE #2 BUSINESS NAME

CONTACT NAME

PHONE

REFERENCE #3 BUSINESS NAME

CONTACT NAME

PHONE

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DECLARATION

I/We acknowledge that I/we have read Total Gourmet's Conditions of Sale which are detailed on Page 3 of this form and hereby accept these conditions of trade. In opening this account I/we understand that payment is due within 30 days of date of invoice or as per the terms I/we have separately agreed and documented with the management of Total Gourmet. I/We acknowledge that overdue accounts will attract an interest charge, with the rate based on current bank rates. Jurisdiction for any disputes derive from Total Gourmet's warehouse location (Ipswich, Queensland). I/We acknowledge that in order to receive full credit on goods returned all claims must be lodged in writing within three (3) days of receipt of goods and that claims are subject to Total Gourmet's Conditions of Sale. I/We acknowledge that all goods remain the property of Total Food Development Pty Ltd (trading as Total Gourmet) until FULL payment for the goods is received.

BY NAME (please print)

SIGNATURE

DATE

BY NAME (please print)

SIGNATURE

DATE

Buying Group

METCASH / AUR NUMBER

SELECT GROUP

Metcash

AUR

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BY NAME (please print)

SIGNATURE

DATE

BY NAME (please print)

SIGNATURE

DATE



Conditions of Sale

1. INTERPRETATION:

"You" means the entity purchasing Products under these Terms; "GST" means goods and services tax and has the same meaning as in section 195 - 1 of the GST Act; "GST Act" is a reference to A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended; "Insolvency Event" means circumstances in which You are unable to pay your debts as they fall due or otherwise take any corporate action or any steps are taken or legal proceedings are started for: (i) winding-up, dissolution, liquidation, or re-organisation, other than to reconstruct or amalgamate while solvent on terms approved by Total Gourmet; (ii) the appointment of a controller, receiver, administrator, official manager, trustee or similar officer of You or of any of your revenues and assets; or (iii) seek protection or are granted protection from your creditors, under any applicable legislation; "Products" means the goods supplied by Total Gourmet under these Terms; "PPSA" means Personal Properties Securities Act 2009 (Cth); "Total Gourmet", "Our", "We" and "Us" all mean Total Food Development Pty Ltd (ABN 30 125 775 528) trading as Total Gourmet; and "Terms" means these terms and conditions of sale, as may be amended from time to time by Total Gourmet.

2. PRICES:

2.1 To be eligible for wholesale pricing, orders must be greater than our Wholesale Minimum Order Value. Orders that do not meet our Wholesale Minimum Order Value will be supplied at retail pricing.
2.2 Prices, and where applicable, freight, are those that apply on the original date of dispatch. This principle applies to both invoices and any related credit notes. Total Gourmet reserves the right to alter prices without notice at any time, due to our dependence upon our suppliers' pricing arrangements. Due to the evolving nature of the ATO's GST system the GST classifications are subject to change. Please contact us if You have any questions regarding any of our classifications.

3. ORDERS:

Your order must always be in writing or given directly to a Sales Representative and MUST comprise whole mixed cartons of brands, with a minimum of 3 units per variety. If You mistakenly order the wrong item or wrong quantity, it is at the discretion of Total Gourmet management whether this stock will be accepted for return and credited. Consideration of this will only be given if You initially comply with the Claims criteria listed below (point 7). Large orders comprising either a large volume of a single line or of a value > \$5000, must be named, signed and dated at the bottom of the order. Special Delivery instructions such as date required or morning or afternoon drop off must be specified at the top of the order and We will make our best efforts to comply with this but We cannot guarantee it as We are reliant on outsourced courier companies. The name and contact number of the person making the order must be located at the top of the order, to allow Us to readily follow up any questions regarding the order.

4. ORDER TURNAROUND:

Our usual turnaround is a maximum of 4 days. If You require an order by a specific date, We require You to specify that date clearly in writing on your order. Orders of large quantities of single lines will generally have to be ordered in and will result in a three week lead time. Orders must be received by 12noon to be eligible for next day delivery HOWEVER receipt before 12noon does not guarantee next day delivery. Delivery is also dependent upon: (i) scheduled delivery day (if applicable); (ii) Our warehouse workload/capacity; and (iii) stock availability. Please contact Our office if You have any questions regarding delivery.

5. BACKORDERS:

We automatically backorder any lines that can't be supplied when the order is filled. These lines are then sent, if available, with Your next order. If You do not wish for backorder then advise your Sales Representative or the office.

6. DELIVERY:

6.1 DELIVERY COST AND RISK:

Orders that meet our Freight Minimum Order Value are FIS in these areas: Brisbane, Gold Coast, Sunshine Coast, Ipswich & Toowoomba.

For orders that are under our Freight Minimum Order Value and for all orders for Regional Queensland and Interstate customers, freight is at Your own cost and risk. If freight is at Your cost and risk We will use a carrier nominated by You or notify You if it is not possible to use Your nominated carrier. If You do not nominate a carrier We will use a carrier of Our choosing but the freight will still remain at Your cost and risk. Please note that whilst every effort is made to comply with Your delivery requests, We are unable to guarantee delivery times or dates. If We cross dock with Your courier Our responsibility ends when the stock is delivered to Your courier. If Your forwarder does not sign for the stock it is entirely at Your risk.

6.2 DELIVERY DAMAGES:

In order for claims to be made against carriers, damages must be noted on the delivery paperwork. If You cannot check the delivery for damages at the time of receipt You should insist that the paperwork reflect that the delivery is received Subject To Check. Refer also to condition 7 "Claims".

7. CLAIMS:

Should You discover a shortage in the quantity of Products delivered, or any issues related to the quality of the Products then You should follow the procedure below, in order to have the Products replaced or Your account credited for the invoiced value of the returned Products. It is important that You or your agent:

1. Examine the Products carefully and describe any damaged Products or short delivery on the delivery note.
2. Sign the delivery note.
3. Advise Us of any problems or shortages in writing, within 72 hours.
4. Retain the Products in question and Your copy of the delivery note. We will advise You if We will have the goods picked up or if You can dispose of them.

8. PAYMENT AND ACCOUNTS:

8.1 CASH BEFORE DELIVERY ("PREPAID"):

For customers who do not wish to open an account, We operate on a CASH BEFORE DELIVERY ("Prepaid") basis, as We outsource Our deliveries and cannot operate COD accounts. These can be paid by EFT transfer or credit card. Please be aware that accounts operating this way will have delayed delivery times, pending on the payment method.

8.2 CREDIT ACCOUNTS:

To establish an account the credit account section of this form and the Personal Guarantee must be completed IN Full, and Your trade references must be references with which You deal on an account basis not a COD basis. If You do not have any trade references and would like to go on account then complete the other parts of the credit account section and the Personal Guarantee and Your first three (3) orders will be on a prepaid basis, and after that Your account will be opened. Please be aware that it can take up to two (2) weeks to open a new account, as We are dependent on replies from your trade references. This may delay Your initial order, as it will NOT be dispatched until the account is approved. If the delay is an issue, You can choose to pay up front for Your initial order.

8. PAYMENT AND ACCOUNTS (continued):

8.3 CREDIT CARD SURCHARGE:

Payments by credit cards are subject to a surcharge, reflective of the bank fees charged. The rate applicable is detailed on Our invoices.

8.4 TERMS OF COMMERCIAL CREDIT ACCOMMODATION:

Where Total Gourmet extends You commercial credit, regardless of whether You applied for it explicitly or whether it was extended on Your prepaid account as a commercial courtesy or for order expediency, You agree to the following terms:

- 8.4.1 All invoices must be paid by the due date, which is 30 days from the date of invoice.
- 8.4.2 Should Your account not be paid by the due date or should You fail to comply with Your obligations in any respect:
 - 8.4.2.1 We may decline to process any further orders from You, and may cancel any existing orders for which delivery has not yet been affected.
 - 8.4.2.2 We may collect any Product already delivered by Us, which is still our property and You must allow Us access to do so and You must reserve Our right to that access wherever appropriate or necessary.
 - 8.4.2.3 Credit facilities may be withdrawn and further supplies would be on strict cash up front basis.
 - 8.4.2.4 We will cancel any discounted rates and recalculate outstanding charges.
 - 8.4.2.5 We may require all amounts owing to Us for whatever reason whatsoever become immediately due and payable without deduction or demand.
 - 8.4.2.6 We may charge interest and/or account keeping/service fees.
- 8.4.3 Total Gourmet reserves the right to require a guarantee and indemnity to be given by any person in any other circumstances.
- 8.4.4 At any time We may vary the terms, requiring cash on order or cash before delivery ("prepaid").
- 8.4.5 Where there is more than one Applicant, each Applicant shall be jointly and severally liable under the terms of this Application.
- 8.4.6 You will notify Total Gourmet of any change in ownership or address within 7 days. That notwithstanding any change in ownership/trading structure or any advice to Total Gourmet of such change, You will remain personally liable to Total Gourmet for any Products requested by You or on Your behalf until You have received written confirmation from Total Gourmet that full payment has been received and Your account has been closed.
- 8.4.7 Under Section 18E(8)(c) of the Privacy Act 1988, Total Gourmet, is allowed to give a credit reporting agency personal information about Your credit application. Information which may be given to an agency is covered by Section 18E(1) of the Act and includes; identity particulars (as permitted by the Privacy Commissioner's determination issued under Section 18E(3)); the fact that You have applied for credit and the amount, the fact that Total Gourmet is a credit provider to You, payments which become overdue more than sixty (60) days and for which collection action has been commenced; advice that payments are no longer overdue; cheques drawn by You which have been dishonoured more than once; in specific circumstances, that, in the opinion of Total Gourmet, You have committed a serious credit infringement; that credit provided to You by Total Gourmet has been paid or otherwise discharged.

8.) 896H 7C @97H-CB:

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\$\$\$%gY Z UggJ bZ WUf Y cf chYfK Jg YbW a Vyf cf [fubhUbmJbhYfghic Yf UbmXYVhg UbX chYf cVJ Ujcbg k jW Ubm hJX dUfma Umck Y h: HcU": ci fa YhUg UfYg hZ h.Y i gYz manufacture or resale of the Products.

1\$& Mti jYfY cVW mU h.c fJgY HcU": ci fa YhUhmUbm h.Y h: YbhYf Ubm dYfa JgYg i dcb k jW h.Y Products are stored to enable Total Gourmet to inspect the Products and, if You have breached these Terms or suffer an Insolvency Event, to reclaim possession of the Products. You indemnify Total Gourmet against any liability to any person in connection with the entry or reclamation.

\$\$\$ Mti UjWbck YX Y Ubx Uj fYf h.Uh

\$\$\$% hJg WbXJhcb \$\$\$ WYUgY U gYfYfMti bhYfYghjB U" dYfYghUbX UZfY U Mti jYX DfcXi Vdg UbX Ubm proceeds as security for Your obligations to Total Gourmet;

10.3.2 Total Gourmet is a secured party in relation to the Products and any proceeds of the Products, and is entitled to register its interest on the register as a security interest, and if applicable, a purchase money security interest;

10.3.3 Total Gourmet may, by notice to You, require You to take all steps requested by Total Gourmet to ensure its security interest in the Products and the proceeds is enforceable, and to perfect, or better secure the position of Total Gourmet and You must comply with that notice;

10.3.4 Total Gourmet is not obliged to give any notice, document or information under the PPSA, unless the provision of that notice, document or information is required by the PPSA and cannot be excluded; and

10.3.5 You waive Your right under s157 of the PPSA to receive notice of any verification of the registration.

10.4 The parties may not disclose any information of a kind referred to in section 275(1) of the PPSA that is not in the public domain.

10.5 A term used in italics in this condition 10 has the same meaning as in the PPSA.



Personal Guarantee

BUSINESS / COMPANY NAME

BUSINESS / COMPANY ABN

} "the Customer"

IN CONSIDERATION OF Total Food Development Pty Ltd trading as Total Gourmet granting to the Customer named above credit in accordance with Total Gourmet's Conditions of Sale (the credit facility) **I/We (also referred to as the Guarantor(s)):**

1. Guarantee the due and punctual payment to Total Gourmet of all monies which are now payable and which are from time to time due by the Customer to Total Gourmet under the credit facility. I/We acknowledge that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 ("PPSA") and unequivocally consents to Total Gourmet registering any interest so charged. I/We waive my/our right under s157 of the PPSA to receive notice of any verification of the registration. I/We irrevocably appoint Total Gourmet and each director of Total Gourmet as my/our true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on my/our behalf which Total Gourmet may reasonably require to:
 - 1.1 register a financing statement or financing charge statement in relation to a security interest on the Personal Property Securities Register;
 - 1.2 register any other document required to be registered by the PPSA or any other law; or
 - 1.3 correct a defect in a statement referred to in clause 1.1 or 1.2.
2. Indemnify Total Gourmet against any losses, charges, and expenses which Total Gourmet might incur as a result of any default by the Customer under the credit facility or the enforcement of the Guarantee, including but not limited to the costs of collection and legal costs.

I/We further agree and acknowledge that:

3. The Conditions of Sale (which include Terms of Commercial Credit) are detailed on page three (3) of the Customer Account and Credit Application Form, of which this Personal Guarantee is page four (4). The full Customer Account and Credit Application Form is available for download at www.totalgourmet.com.au.
4. The obligations under this Guarantee are continuing and will not be affected by Total Gourmet granting any extension, waiver or indulgence to the Customer, any variation to the credit facility by Total Gourmet or the refusal by Total Gourmet to supply further credit to the Customer. This Guarantee and Indemnity is not affected and is still enforceable;
 - 4.1 if any amount owing to Total Gourmet by the Customer is not recoverable from Total Gourmet for any reason at all;
 - 4.2 if Total Gourmet does not comply with any law or any agreement with the Customer;
 - 4.3 if Total Gourmet grants any time, release or other concession to the Customer or the Guarantors or any one or more of the Guarantors;
 - 4.4 if any one or more of the Guarantors or any other party does not execute this Guarantee and Indemnity;
 - 4.5 in the event of death, incapacity, administration, bankruptcy or insolvency of the Customer or of any of the Guarantors;
 - 4.6 if a payment by the Customer or by any Guarantor to Total Gourmet is set aside in bankruptcy, litigation or official management of the Customer or of any Guarantor;
 - 4.7 if a Guarantor ceases to be director of or be involved with Total Gourmet or the status or structure of the Customer changes at all;
 - 4.8 if any other thing occurs which could otherwise limit the effect of the Guarantee and Indemnity.
5. This Guarantee and Indemnity creates a principal obligation from the Guarantor to Total Gourmet and it is in addition to any security which Total Gourmet holds from the Customer.
6. This Guarantee and Indemnity is a continuing Guarantee and Indemnity and is not wholly or partially discharged until all credit arrangements between Total Gourmet and the Customer are ended, all amounts owing to Total Gourmet by the Customer are paid, and all obligations of the Customer to Total Gourmet are complied with in full.
7. If there is more than one Guarantor, that the terms of this Guarantee are binding on all Guarantors jointly and severally and none of them shall be discharged from their obligations under this Guarantee and Indemnity if:
 - 7.1 this Guarantee and Indemnity is not enforceable against one of them or the liability of one of them ceases;
 - 7.2 any Guarantor dies; or
 - 7.3 if one of them is unable to perform his or her other obligations under this Guarantee and Indemnity.
8. Total Gourmet may exercise rights under this Guarantee without first having exercised or exhausted all its legal rights against the Customer or any other Guarantor.
9. The Guarantor/s agree/s to waive all rights inconsistent with the terms of this Guarantee and Indemnity.
10. Each Guarantor hereby charges with payment of the moneys and the compliance with all obligations secured by this Guarantee and Indemnity all beneficial interests (freehold and leasehold) in real property held now or in the future by a Guarantor. Each Guarantor agrees that if demand is made upon him or her or it by Total Gourmet that Guarantor will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required by Total Gourmet and against the event that he or she fails to do so within a reasonable time from being so requested, that Guarantor hereby irrevocably and by way of security appoints any credit manager or solicitor engaged by Total Gourmet to be his or her other true and lawful attorney to execute and register such instrument.
11. Total Gourmet may obtain information about me/us from any credit reporting agency or credit provider for credit reference purposes and may disclose information about me/us and this Guarantee to a credit reporting agency.
12. A Guarantor may revoke this Guarantee in accordance with this clause by delivering written notice to Total Gourmet. Revocation does not take effect until written acknowledgement of receipt of the notice by Total Gourmet. Revocation or release in respect of a Guarantor will not operate to discharge the Guarantor from any obligations with respect to liabilities arising before the date of written acknowledgement by Total Gourmet, or operate to discharge liabilities of any other Guarantor.
13. If the Customer is a trustee of a trust, the Guarantors warrant that the Customer has full authority as trustee to enter into agreements for the supply to it of goods or services, or both, on credit.
14. If a notice or a demand is given to one of the Guarantors it will mean it has been given to all of them.
15. 'Total Gourmet' and 'Customer' includes their respective successors and assigns.
16. 'Guarantors' includes the heirs, executors, administrators and assignees of each Guarantor.

WARNING: This is an important document which contains binding legal obligations.

If you do not understand it, you should consult your legal and/or financial advisor before signing.

EXECUTED AS A DEED:

DATE

SIGNED by the Guarantor in the presence of:

BY NAME (please print)

WITNESS NAME (please print)

ADDRESS

WITNESS ADDRESS

SIGNATURE

WITNESS SIGNATURE

DATE

SIGNED by the Guarantor in the presence of:

BY NAME (please print)

WITNESS NAME (please print)

ADDRESS

WITNESS ADDRESS

SIGNATURE

WITNESS SIGNATURE