



## CREDIT ACCOUNT APPLICATION

**To Be Completed By Applicants**

Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

|  |                                 |  |                    |                      |
|--|---------------------------------|--|--------------------|----------------------|
| <b>Client's Details:</b> <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other: |                                 |  |                    |                      |
| Full or Legal Name:  |                                 |  |                    |                      |
| Trading Name (if different from above):  |                                 |  |                    |                      |
| Physical Address:  |                                 |  | State:             | Postcode:            |
| Billing Address:   |                                 |  | State:             | Postcode:            |
| Email Address:   |                                 |  | Liquor Licence No: |                      |
| Phone No:  | Fax No:                         | Mobile No:   |                    |                      |
| Special Delivery Instructions:   |                                 |  |                    |                      |
| <b>Personal Details:</b> <i>(please complete if you are an Individual)</i>   |                                 |  |                    |                      |
| D.O.B.:  |                                 | Driver's Licence No:   |                    |                      |
| <b>Business Details:</b> <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>  |                                 |  |                    |                      |
| ABN:   | ACN:                            | Date Established <i>(current owners)</i> :   |                    |                      |
| Nature of Business:  |                                 |  |                    |                      |
| Paid Up Capital: \$  | Estimated Monthly Purchases: \$ | Credit Limit Required: \$  |                    |                      |
| Principal Place of Business is: <input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged <i>(to whom)</i> :   |                                 |  |                    |                      |
| Directors / Owners / Trustee <i>(if more than two, please attach a separate sheet)</i>   |                                 |  |                    |                      |
| (1) Full Name:   |                                 |  | D.O.B.:            |                      |
| Private Address:   |                                 |  | State:             | Postcode:            |
| Driver's Licence No:   | Phone No:                       | Mobile No:   |                    |                      |
| (2) Full Name:   |                                 |  | D.O.B.:            |                      |
| Private Address:   |                                 |  | State:             | Postcode:            |
| Driver's Licence No:   | Phone No:                       | Mobile No:   |                    |                      |
| <b>Account Terms:</b> <input type="checkbox"/> PBD – PAYMENT BEFORE DELIVERY <input type="checkbox"/> POD – PAYMENT ON DELIVERY <input type="checkbox"/> 14 DAY ACCOUNT  |                                 |  |                    |                      |
| Purchase Order Required? <input type="checkbox"/> YES <input type="checkbox"/> NO  |                                 | Accounts to be emailed statements & invoices? <input type="checkbox"/> YES <input type="checkbox"/> NO |                    |                      |
| Accounts Email Address:  |                                 |  |                    |                      |
| Accounts Contact:  |                                 |  | Phone No:          |                      |
| Bank and Branch:   |                                 |  | Account No:        |                      |
| <b>Trade References:</b> <i>(please provide companies that are willing to do trade references)</i>   |                                 |  |                    |                      |
| Name:  |                                 | Address:   |                    | Phone / Fax / Email: |
| 1.   |                                 |  |                    |                      |
| 2.   |                                 |  |                    |                      |
| 3.   |                                 |  |                    |                      |

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Australian independent Wine Wholesalers (AIWW) which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. **I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.**

**SIGNED (CLIENT):** \_\_\_\_\_ **SIGNED (AIWW):** \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Position: \_\_\_\_\_ Position: \_\_\_\_\_

**WITNESS TO CLIENT'S SIGNATURE:**

**Signed:** \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

| OFFICE USE ONLY    |              |             |               |      |
|--------------------|--------------|-------------|---------------|------|
| Account / Ref. No. | CREDIT LIMIT | APPROVED BY | DATA INPUTTED | DATE |
|                    | \$           |             |               | / /  |

## Terms & Conditions

### MINIMUM ORDER QUANTITIES

Apply to purchases which include the following lines:

Table wines and spirits – **18 litres or 2 dozen 750ml to a minimum value of \$400**

### PAYMENT TERMS

Nett all purchases and allied services – Payment before delivery, goods shipped on receipt of payment.

Payment to 'AIWW' shall be made PBD with the Customer's order unless the Customer completes 'AIWW' application for credit and 'AIWW' approve the Customer's current credit rating, whereupon full payment for all involved items shall be made no later than 30 days of which the goods have been delivered to the Customer. Full terms and conditions of sales apply of services apply as per 'AIWW's' price list and as per reverse of all invoices as per account application for credit forms. Cheques and payments shall be made payable to 'AIWW'. Payments by cheque shall not be deemed made until the cheques have been cleared.

### CLAIMS

All goods will be at the Customer's risk ex-warehouse.

### CHANGE OF OWNERSHIP

The customer agrees to notify 'AIWW' in writing of any changes to ownership of the Customer within 7 days of such change and indemnifies 'AIWW' against any loss or damage incurred by it as a result of the Customer's failure to notify 'AIWW' of any change.

### OVERDUE ACCOUNTS

Notwithstanding other relevant finance charges (see below), if the Customer fails to make payments on the due dates, 'AIWW' may, in addition to taking any other action: (a) charge interest on all overdue payments at two percent (2%) per month from the due date until the date of payment and (b) suspend all further delivery of Goods or further performance of any other contract with the Customer.

### PRICES

Prices for goods and allied services are subject to alterations without notice. The wholesale dozen price excludes WET but includes certain service costs for freight and finance but not all recoveries, which are recovered in the LUC price. The LUC price includes the cost of all goods and services as well as WET. All wines, spirits, glassware, accessories and allied services are subject to GST and Wine Equalisation Tax on wine only. Delivery & handling services will be held to the Customer's account such costs having been met by 'AIWW' on behalf of the customer. These costs will be the subject of a separate but optional contract, fees for which are included in the composite invoice price as well as in the wholesale and LUC prices. These services will be taken to apply unless the Customer advises to the contrary at 7.5% (where applicable) the LUC price plus GST and other cost recoveries unless otherwise agreed upon. These fees are, for administrative purposes, determined on an equalization basis. Where the customer elects to opt out of services, the customer must advise 'AIWW' beforehand so that arrangements can be made for reasonable access for the customer to pick up and pay for the goods at 'AIWW' warehouse and/or offices. In these circumstances the above service charges will not apply and accordingly will be deducted off the full price of goods and services. There will be no extra charge for freight over and above the freight and handling fees included in the LUC or wholesale price referred to above when delivered inside the Metropolitan area, or in the Country areas for minimum quantities of 5 cartons.

**RETENTION OF PROPERTY** Property in goods sold by 'AIWW' will not pass to the customer until the earlier of: -Payment in full of the price of the goods inclusive of any GST (excluding any service charges where applicable); and Sale by the Customer to a bona fide purchaser in the ordinary course of the Customer's business. The above retention of title clause is subject to the following conditions: - (i) The Customer, for the purposes of preserving 'AIWW' interests, will on receipt of its good ensure such goods are kept separate from that stock fully paid ('the other stock') where the Customer has clear property or title in the goods. (ii) Such demarcation of stocks shall continue until 'AIWW' stock has been fully paid for by the Customer. (iii) Subsequently the Customer can transfer goods separately held to the 'other stock' when the goods are fully paid for. (iv) All 'unpaid' stock will not only be kept separate by the Customer from the 'other stock', but also sufficiently identified to enable 'AIWW' to readily repossess such should the Customer not fulfill the terms for full payment within the required time. (v) In the event 'AIWW' goods are ordered and delivered to the Customer's premises and then subsequently mixed in with the 'other stock', the Customer will forfeit ownership in the 'other stock' and title will revert back to 'AIWW' for such stock until full payment is received by 'AIWW'.

### SECURITY FOR PAYMENT

This clause will only apply to present or future goods sold by 'AIWW' to the Customer which are in the possession or control of the customer and in respect of which property has passed to the Customer ("the Customer's goods). The Customer charges its right title and interest in the Customer's goods in favour of 'AIWW' with due and punctual payment by the Customer of all indebtedness (present or future, actual or contingent) of the Customer to 'AIWW'.

### PROMOTIONAL AND BONUS GOODS

All goods (including bonus goods) provided in samples, tastings or exhibitions or in promotional campaigns (hereafter referred to as promotional) in any form provided directly or indirectly to Customers for their own use or as giveaways or own sale are sold in conjunction with product invoiced, notwithstanding any reference to or otherwise in Customer orders. The cost of promotional, unless otherwise agreed, shall be included in the selling price of any goods invoiced. Invoices for specified orders shall be issued by 'AIWW' showing a compromise price for the products, including the cost of any promotional provided. There is no requirement to itemize separately the consideration for the promotional, nor make any specific reference in invoices or in any other documents. All promotional provided may be supplied in any form at the discretion of 'AIWW' or in any specific agreement with the Customer. Such promotional goods may be disposed of by sampling, tasting, exhibitions or as otherwise agreed and includes those promotional used on behalf of the Customer by 'AIWW'. The cost of promotional shall be recovered in the price of other goods sold and invoiced on an equalization basis, not withstanding variation in actual physical provision, and they shall still be regarded as being sold the Customers, even if not fully recovered in the specific invoice price. The promotional can be provided at any time, not necessarily at the time of the invoice of other goods and 'AIWW' reserves the right to recover stocks of such from the Customer's premises if amounts owed are unpaid within the specified time.

### GENERAL

Irrespective of any terms and conditions in the Customer's order forms, or irrespective of the Customer not reading the terms and conditions, acceptance (by retaining the Goods or any other method) of the Goods ordered by the Customer will be conclusive acceptance of the terms and conditions of sale contained herein.

**A COPY OF THE T&C's WILL BE EMAILED TO YOU UPON SUCCESSFUL CREDIT ACCOUNT APPLICATION PROCESS**