

vino
bambino

CREDIT APPLICATION

Winecart Pty Ltd as trustee for Vino Bambino ABN 40 021 461 651
P.O Box 567 Niddrie 3042 Victoria.
mobile 0437 773 784 email mark@vinobambino.com.au www.vinobambino.com.au

CUSTOMER DETAILS/APPLICATION FOR CREDIT TERMS

Winecart Pty Ltd as trustee for Vino Bambino ABN 40 021 461 651

CUSTOMER

1. Company Partnership Sole Proprietor Other _____

Registered name: _____

Trading name: _____ ABN: _____

Licensee name: _____ License No: _____

Business address: _____

_____ Postcode: _____

Phone: _____ Email: _____

Delivery address: _____

Liquor purchase manager: _____ Mobile No.: _____

Type of business eg restaurant/italian: _____

How long have you owned this business: _____

If less than two years, your previous trading name: _____

Accounts payable contact: _____ Email: _____

Phone: _____ Monthly credit limit sought: \$ _____

2. PERSONAL DETAILS OF DIRECTORS/PARTNERS/PROPRIETORS

Name: _____ D.O.B. _____ Licence _____

Address: _____

Name: _____ D.O.B. _____ Licence _____

Address: _____

3. TRADE REFERENCES - industry related excluding cub & alm.

Name	Phone	Fax

The customer agrees with each of the Companies described on the coversheet ("the Companies") that the customer details are true and correct and that the Terms and Conditions of Trade attached hereto will apply to each and every dealing between the Customer and the relevant company as if such terms and conditions were set out seriatim in respect of each Company. In the attached Terms and Conditions of Trade, each reference to "the Company" will be a reference to the Company with whom the Customer has dealings at any time and from time to time. The Customer agrees that the Company may disclose the Customer details to a credit reporting agency for the purposes of obtaining information to determine whether or not any application for credit by the Customer should be approved. The signatory confirms and agrees that he/she is duly authorised to execute this document on behalf of the Customer and that all Customer details are true and correct.

For and on behalf of the Customer: _____ Print Name: _____

Date: _____ Position/Office held: _____

TERMS AND CONDITIONS OF TRADE

Winecart Pty Ltd as trustee for Vino Bambino ABN 40 021 461 651

MINIMUM ORDER QUANTITIES

Apply to purchases which include the following lines: Table wines & spirits - 1 carton; 9 litres, Glassware - No broken cases.

PAYMENT TERMS

Nett all purchases and allied services - Payable by the 14th day of the month following the month of purchase

Payment to 'the company' shall be made in cash with the Customer's order unless the Customer completes 'the company' application for Credit and 'the company' approves the Customer's current credit rating, whereupon full payment for all invoiced items shall be made by the fourteenth day of the month which immediately follows the month in which the Goods have been delivered to the Customer. Full terms and conditions of sale and supply of services apply as per 'the company's' Price List and as per account application for credit forms. Cheques and payments shall be made payable to 'the company'. 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 'the company' in writing of any change to ownership of the Customer within 7 days of such change, and indemnifies 'the company' against any loss or damage incurred by it as a result of the Customer's failure to notify 'the company' of any change.

OVERDUE ACCOUNTS

Notwithstanding other relevant finance charges (see below), if the Customer fails to make payments on the due dates, 'the company' 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 for Goods and allied services are subject to alteration without notice. The wholesale dozen price excludes WET but includes certain services costs for freight and finance but not all cost recoveries, which are recovered in the LUC price. The LUC price includes the cost of all goods and optional services as well as WET. All wines, spirits, glassware, accessories and allied services are subject to GST and Wine Equalisation Tax on wine only. Freight and finance services will be to the Customer's account such costs having been met by 'the company' on behalf of the Customer. Each of these services will be the subject of separate but optional contracts, fees for which are included in the composite invoice price as well as in the wholesale and LUC prices. These optional services will be taken to apply unless the Customer advises to the contrary. The 3.576% freight and the 2.141% finance service fees (where applicable) are equal in total to 5.717% of the LUC price plus GST and other cost recoveries unless otherwise agreed upon. These fees are, for administrative purposes, determined on an equalisation basis. Where the customer elects to opt out of either or both services, the customer must advise 'the company' beforehand so that arrangements can be made for reasonable access for the customer to pick up and pay for the goods at 'the company' warehouse and/or offices. In these circumstances the specified service charge(s) 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 where delivered inside the Metropolitan area and in the Country area for minimum quantities of 5 cartons.

RETENTION OF PROPERTY

Property in goods sold by 'the company' 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 'the company' interests, will on receipt of its goods 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 'the company' 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 the 'the company' to readily repossess such should the Customer not fulfill the terms for full payment within the required time. (v) In the event 'the company' 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 'the company' for such stock until full payment is received by 'the company'."

SECURITY FOR PAYMENT

This clause will only apply to present or future goods sold by 'the company' 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 'the company' with due and punctual payment by the Customer of all indebtedness (present or future, actual or contingent) of the Customer to 'the company'.

PROMOTIONAL AND BONUS GOODS

All Goods (including bonus Goods) provided in samples, tastings or exhibitions or in promotional campaigns (hereafter referred to as 'promotionals') 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 promotionals, unless otherwise agreed, shall be included in the selling price of any Goods invoiced. Invoices for specified orders shall be issued by 'the company' showing a composite price for the products, including the cost of any promotionals provided. There is no requirement to itemise separately the consideration for the promotionals, nor make any specific reference in invoices or in any other documents. All promotionals provided may be supplied in any form at the discretion of 'the company' 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 promotionals used on behalf of the Customer by 'the company'. The cost of promotionals shall be recovered in the price of other goods sold and invoiced on an equalisation basis, notwithstanding variation in actual physical provision, and they shall still be regarded as being sold to the Customers, even if not fully recovered in the specific invoice price. The promotionals can be provided at any time, not necessarily at the time of the invoice of other goods and 'the company' 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 form, 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.

GUARANTEE AND INDEMNITY

Winecart Pty Ltd as trustee for VINO Bambino ABN 40 021 461 651

In consideration of **Winecart Pty Ltd ABN 40 021 461 651** (hereinafter referred to as "the Company") agreeing at any time and from time to time to supply goods or services to the Customer, we the undersigned hereby agree with the Company who supplies the Customer with goods or services at any time and from time to time as follows:-

1. We acknowledge that the Company relies upon this Guarantee and Indemnity as security for payment in respect of any goods or services at any time or from time to time supplied by the Company to the Customer and that this Guarantee and Indemnity will apply notwithstanding the date upon which or the terms and conditions upon which the Company supplies those goods or services to the Customer. We further acknowledge that we may cancel by writing this Guarantee and Indemnity but such withdrawal will not affect our liability under this Guarantee and Indemnity for or arising out of the supply by the Company to the Customer of goods or services prior to the date of such cancellation by writing.
2. To be jointly and severally answerable and responsible to the Company for any liability incurred by the Customer howsoever arising out of or in connection with the supply by the Company of goods or services to or at the request of the Customer and in or arising out of any breach of any applicable terms and conditions under which those goods or services are supplied notwithstanding that we may not have notice of them or any of them.
3. To guarantee to payment to the Company on demand of any amounts due or owing to the Company by the applicant, and to jointly and severally indemnify the Company against all losses costs and expenses the Company may incur in relation to any default by the Customer.
4. This guarantee shall be a continuing guarantee to the Company for all debts whatsoever and whensoever contracted by the Customer with the Company.
5. The Company is at liberty without notice to me/us and without in any way discharging me/us from liability hereunder to grant time or other indulgence to the Customer and to accept payment in cash or by means of negotiable instruments and to treat me/us in all respects as though I/we were jointly and severally liable with the Customer to the Company instead of being merely surety for the Customer.
6. The Company may at any time at its absolute discretion and without notice to me/us, refuse credit or supplies of goods or services to the Customer without discharging or impairing my/our liability under this guarantee.
7. This guarantee shall be enforceable against me/us notwithstanding that any negotiable or other securities referred to herein or for which it shall extend or be applicable shall at the time of proceedings being taken against me/us on this guarantee be outstanding or in circulation.
8. I/We agree that the Company may disclose information contained in this guarantee to a credit reporting agency and a credit provider and obtain a credit report containing personal information about me/us to assess whether to accept me/us a guarantor for credit applied for, or provided to the Customer named in the application or to recover an outstanding amount due under this guarantee.

Dated the _____ **Day of** _____ **20** _____

1) _____
Signature of the **Guarantor**

In the presence of (**Witness** signature)

Printed name of **Guarantor**

Printed name of **Witness**

Private address of **Guarantor**

Private address of **Witness**

2) _____
Signature of the **Guarantor**

In the presence of (**Witness** signature)

Printed name of **Guarantor**

Printed name of **Witness**

Private address of **Guarantor**

Private address of **Witness**

3) _____
Signature of the **Guarantor**

In the presence of (**Witness** signature)

Printed name of **Guarantor**

Printed name of **Witness**

Private address of **Guarantor**

Private address of **Witness**