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CREDIT APPLICATION

Suncorp Bank BSB 484-799 A/C No 07-186508-0 ABN 98350952022

TRADING BUSINESS NAME:

LEGAL ENTITY NAME:

ACN: ABN:

TRADING ENTITY TYPE: Company - Partnership - Sole Proprietor - Other

LICENSEE NAME: LICENSE No:

PREMISES ADDRESS: POST CODE:

DELIVERY ADDRESS: POST CODE :

(Delivery instructions).....

ACCOUNTS PAYABLE CONTACT NAME:

ACCOUNTS STATEMENTS, INVOICES, CREDITS WILL BE EMAILED TO ACCOUNTS PAYABLE EMAIL ADDRESS.

EMAIL:

POSTAL ADDRESS: POST CODE:

PHONE: MOB:

PURCHASING MANAGER NAME:

PHONE: MOB:

EMAIL:

Dated (day) (month) (year).....

Signature of : PROPRIETOR - DIRECTOR - GM

PRINTED NAME:

FULL PRIVATE ADDRESS: DOB:

CONVIVIAM WINE CONSULTANCY PTY LTD

CREDIT APPLICATION

The Customer hereby makes application to obtain a Credit Account with Convivium Wine Consultancy Pty Ltd.

Convivium Wine Consultancy may approve the application at their discretion.

Completion of this form does not automatically entitle the customer to a Credit Account.

The account will be 30 Days Net, which means payment is due after 30 days from the date of the invoice. Guarantees must be signed for a Credit Account to be considered or all accounts will be set up as PBD, Payment before Delivery. The Customer declares that the Liquor Licence information provided on page 1 (marked *) complies with the Liquor Act 1992 and is correct and current. Any changes must be notified to the Company in writing.

PAYMENT TERMS

Net all purchases and freight – Payable by the 30th day following the month of invoice. Payment to Convivium Wine Consultancy, without any right of set-off or for part payment, shall be made in cash with the Customer's order. This is unless the Customer completes the Convivium Wine Consultancy Credit application and Convivium Wine Consultancy approves that Application and any conditions relating to that approval are satisfied by the Customer.

Whereupon such "Account Customers" can make full payment for all invoiced items in any manner stipulated by Convivium Wine Consultancy.

Full terms and conditions of sale and supply of services apply as per Convivium Wine's Price List and Application for Credit forms. Payments shall be made payable to Convivium Wine Consultancy.

CLAIMS

All Goods will be at the Customer's risk ex-warehouse. The company can arrange freight (including any additional services) for the Customer unless declined by the Customer. If freight is declined, the Customer must make its own arrangements for delivery of Goods at its own cost. In order to recognise a claim for damage or loss during freight by the company's arranged carriers, the company must be notified at the time of delivery. Claims of any other nature will not be accepted unless made within 24 hrs. of delivery. The company reserves the right to refuse any claim.

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. The company also reserves the right to withdraw the Customer's approved credit status in relation to the sale of Goods, and all outstanding amounts will become immediately due and payable and future deliveries can only be made by payment of cash on delivery.

OVERDUE ACCOUNTS

If the Customer fails to make any payment (whether for Goods or separately, for the provision of freight) by the due date, the company may, in addition to taking any other action: (a) charge interest on all overdue payments at four percent (4%) per month from the due date until the date of payment (or otherwise as allowed under the law), and (b) suspend all further delivery of Goods or further performance of any other contract with the Customer.

PRICES FOR GOODS AND FREIGHT

Prices for Goods and optional freight are subject to alteration without notice. The wholesale price stated in the price list excludes Wine Equalisation Tax (WET) but includes a component for freight arranged by the company under a separate contract, unless freight is declined by the Customer. The LUC price don't includes amounts for the following separate charges: (i) goods and WET under a separate contract; and (ii) Freight under another separate contract.

All Goods and freight (unless declined) are subject to GST. WET is calculated on the price of wine only unless exempt. Freight will be arranged by the company under a separate contract (at the customer's option) and be charged to the Customer's account; such costs are not included in the LUC price.

Where the customer declines freight, the customer must advise the company beforehand so that arrangements can be made for reasonable access for the customer to pick up the goods at the company's warehouse and/or offices. In these circumstances the freight charge will not apply. Freight charges above are calculated as a flat-rate ex-warehouse but only for minimum quantities of 2 dozens.

RETENTION OF PROPERTY

Property in goods sold by Convivium Wine Consultancy 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 freight charge and other fees, where applicable); and sale by the Customer to a bona fide purchaser in the ordinary course of the Customer's business.

The Customer acknowledges and agrees that a continuing purchase money security interest is created by this retention of title provision granted by the Customer to the company, as the secured party, over the goods sold to the Customer.

Where the Customer sells the goods to a bona fide purchaser in the ordinary course of Customer's business the Customer acknowledges and agrees the continuing purchase money security interest extends to all and any proceeds of the goods and this continuing purchase money security interest attaches to the goods and all and any proceeds of the goods as at the date the Customer signs this Application for Credit Account.

The Customer will continue to ensure the company's priority against any subsequent security interest and/or purchase money security interest over the goods and/or proceeds where the Customer is the grantor of that security interest. The above retention of title clause is subject to the following conditions:- i) The Customer, for the purposes of preserving the company's 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's 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 company to readily repossess such should the Customer not fulfil the terms for full payment within the required time; (v) In the event that the Customer defaults in the payment of any monies owing or an insolvency event occurs in respect of the Customer (meaning any step is taken for the liquidation or administration of the Customer or the appointment of a receiver, receiver and manager or other controller to any of the Customer's assets), then the company and its employees or agents shall have the right to enter without notice, upon the Customer's premises or any premises where the goods are known to be stored to repossess the goods and for this purpose, the Customer grants reasonable access rights to the company and its employees or agents shall be entitled to do all reasonable things necessary to secure re-possession; (vi) In the event the company's goods are ordered and delivered to the Customer's premises and then subsequently mixed in with the "other stock", or if the Goods are "used" (as interpreted under the tax law), 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.

GENERAL

Irrespective of any terms and conditions in the Customer's order form, or irrespective of the Customer not reading the Terms and Conditions of Trade, 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 Trade contained herein. These Terms and Conditions of Trade may only be changed either by a written agreement signed by both the Customer and the company or by the company noting an amendment to these Terms and Conditions of Trade on the company's website or in the company's updated price lists. Any failure by the company to insist on strict compliance with any term of these Terms and Conditions of Trade or any delay by the company in exercising its rights under these Terms and Conditions of Trade will not constitute a variation or waiver of any term of these Terms and Conditions of Trade or any right available to the company. These Terms and Conditions of Trade will be governed by and construed in accordance with the laws in force in the State of Queensland, Australia and the company and the Customer submit to the exclusive jurisdiction of the courts of that State.

In consideration of Convivium Wine Consultancy Pty Ltd ACN 617 648 549 ("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 Director's 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 Director's 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 or any variation to these terms and conditions of Trade. 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.