

CREDIT ACCOUNT APPLICATION

REGISTERED NAME OF APPLICANT (Licensee Name)		
TRADING NAME (Name to appear on account)		
ABN or BUSINESS NAME REGISTRATION		
LIQUOR LICENSE No.	NAME OF LICENCE NOMINEE	
REGISTERED ADDRESS		
PHONE	EMAIL	
DELIVERY ADDRESS		
SPECIAL INSTRUCTION ie: deliver before noon)		
PHONE	MOBILE	EMAIL
MONTHLY CREDIT LIMIT SOUGHT \$	LIQUOR PURCHASE OFFICER	
NATURE OF BUSINESS	PERIOD OF TRADING UNDER PRESENT NAME	
ANY PREVIOUS TRADING WITH LIQUORIOUS		
ACCOUNTS PAYABLE CONTACT	PHONE	EMAIL

Trade References (Preferably wine and liquor related)

SUPPLIER 1	CONTACT NAME	PHONE
(OFFICE USE ONLY): COMMENTS		
SUPPLIER 1	CONTACT NAME	PHONE
(OFFICE USE ONLY): COMMENTS		
SUPPLIER 1	CONTACT NAME	PHONE
(OFFICE USE ONLY): COMMENTS		

I/We acknowledges that all goods supplied by Bouchon Wines & Spirits Pty Ltd are subject to that company's standard terms and conditions of trade as amended from time to time. 1. The above particulars are true, correct and complete in all material respects; and 2. It has read the General Conditions overleaf, understands their contents, and agrees to be bound by their terms The parties acknowledge and affirm that this Agreement contains all the terms agreed between them regarding the subject matter of the Agreement, supersedes any prior agreement and no representation, undertaking or promise shall be relied upon except as set forth in this Agreement.

SIGNED	CONTACT NAME
	TITLE
	DATE
SIGNED	CONTACT NAME
	TITLE
	DATE

Personal Details of Directors / Partners / Proprietors:

NAME 1	D.O.B	DRIVERS LICENSE
ADDRESS		
NAME 2	D.O.B	DRIVERS LICENSE
ADDRESS		

INDIVIDUAL/ DIRECTORS GUARANTEE (If applicant is unincorporated, all partners to sign. If applicant is a company, all directors are to sign) In consideration of Bouchon Wines & Spirits Pty Ltd ("you") agreeing to provide the above applicant ("customer") with credit we, the directors of the customer, jointly and severally, unconditionally and irrevocably guarantee to you the due and punctual payment by the customer of all amounts payable to you. This guarantee may be relied upon notwithstanding the non-exercise by you of any rights against the customer in respect of any amount outstanding to you. This guarantee will continue to operate notwithstanding the partial payment by the customer of any amount owing to you. This guarantee is to be a continuing guarantee and my/our liability under it shall not be affected by BOUCHON WINES PTY LTD, granting time or other indulgence.

SIGNATURE	PRINT NAME
DATE	
SIGNATURE	PRINT NAME
DATE	
WITNESS SIGNATURE	PRINT NAME
DATE	

GENERAL CONDITIONS

BOUCHON WINES PTY LTD agrees to supply and the purchasers agree to order goods in accordance with the particulars set forth overleaf and the general conditions below:

1. Interpretation – in this agreement:

- 'the Seller' means 'BOUCHON WINES PTY LTD';
- 'the Purchaser' means the applicant, firm or company so identified overleaf;
- 'the Products' means the Seller's range of wines and spirits;

2. Prices

- 2.1 Prices quoted in the Seller's published price lists or by representatives of the Seller are subject to change without notice and are not binding on the Seller. All goods are charged at the applicable price ruling at the date upon which the Products leave the Seller's premises for delivery to the Purchaser.
- 2.2 Prices are net of freight and shall be for the Purchaser's account.

3 Terms of Payment

- 3.1 First delivery of all accounts are to be Pre paid only.
- 3.2 Where the Purchaser has a Credit Account, unless the Purchaser is otherwise notified by the Seller, the products must be paid in full by the fourteenth (14th) day of the month immediately following the month in which the applicable invoice was issued. All stock must be paid for within terms, unless otherwise agreed with Bouchon Wines. We reserve the right to place late accounts on hold without notice.
- 3.3 Where the Purchaser has a Credit Account and is overdue with any payment or if the Seller is in receipt of bank or trade references which it regards as unsatisfactory, the Seller reserves the right to change the Purchaser as a Pre Pay Account.
- 3.4 Where the purchaser has a Pre Pay Account, the Products must be paid in full at the time of delivery to the Purchaser.
- 3.5 The Purchaser shall have no right of set-off in respect of any claims against the Seller.

4. Delivery

- 4.1 Delivery terms are ex-warehouse BOUCHON
- 4.2 The Seller shall use all reasonable endeavours to meet the Purchaser's requested delivery dates but the Seller shall not be liable to the Purchaser for any loss or damage whatsoever should it be delayed or prevented from delivering the Products beyond its control.
- 4.3 It is the Purchaser's responsibility to inspect all the Products upon delivery. The Seller shall not in any circumstances be liable for short delivery unless the Purchaser notifies the Seller upon receipt of delivery.

5. Retention of Title

- 5.1 The Seller shall retain title of the Products supplied to the Purchaser until it has received payment in full. The Products belonging to the Seller shall be stored so that they are indentifiable as such. That the Seller retains title to the Products until they have been paid for shall not affect its rights as an unpaid Seller. Furthermore, if payment is overdue the Seller shall be entitled to recover the Products belonging to it and the Seller and its duly authorised agents shall at all times and without notice be entitled to enter the premises believed to be occupied by the Purchaser without any liability for trespass or other damage and recover therefrom the Products subject of this agreement but only if there is an existing default in the payment for such Products.
- 5.2 If the Products belonging to the Seller are disposed of by the Purchaser or an insurance claim is made in respect of them, the Seller shall be entitled to trace the sale of the insurance process, which proceeds shall be held by the Purchaser in a separate bank account on trust for the Seller.
- 5.3 Once the risk has passed to the Purchaser in accordance with Clause 4.1 or otherwise, the Products shall be and remain at the Purchaser's risk at all times unless and until the Seller has retaken possession of the Products, and Purchaser shall insure the Products accordingly.

6. Cancellation and Return

- 6.1 The Purchaser may return the Products for credit or replacement provided they are returned to the Seller's premises with the applicable invoice number quoted, within fourteen (14) days of delivery to the Purchaser. Exceptions to this clause may be granted only subject to the approval of the Principal Agent.
- 6.2 The Seller reserves the right immediately to cancel any order or suspend any delivery without incurring any liability to the Purchaser if the Purchaser is in default of payment or if the Purchaser becomes bankrupt, enters into liquidation, makes a composition with its credits, has a receiver or manager appointed of whole or any part of its assets or business or takes or suffers any similar action in consequence of debt.

7. Non-Availability of Stock

While every effort will be made to fulfill the purchaser's orders for the Products, the Seller shall not be liable for any loss or damage arising as a result of nonavailability of stock.

8. General

- 8.1 Failure to enforce any term of this Agreement does not constitute a waiver and shall in no way affect the right later to enforce it.
- 8.2 The validity or unenforceability of any term of this Agreement shall in no way affect the remaining items.
- 8.3 Clause headings are purely for ease of reference and do not form part of or affect the interpretation of this Agreement.
- 8.4 The construction, validity and performance of this Agreement shall be governed by the laws of the State of Queensland