



## GRAPE & GRAIN - ACCOUNT APPLICATION

The Applicant(s) Business / Trading Name:

Phone Number:

Website:

General Business Email:

Receive GRAPE & GRAIN newsletters: Yes [ ]

Please note email/s for newsletters :

Type of account; 30 Day from Invoice [ ] Pre-Pay [ ]

Type of premises; Liquor Store [ ] Restaurant [ ] Public Company [ ] Wholesaler [ ] Club [ ] Hotel [ ] Other [ ]

Do you belong to any buying / hotel group? Yes [ ] No [ ] If YES, please indicate which:

Registered Company Name (If applicable):

ACN No:

ABN No:

Liquor Licence No:

Corporate Structure;

Proprietary Limited [ ] Sole Trader [ ] Trustee [ ] Public Company [ ] Partnership [ ] Incorporated Body [ ]

Business Address:

Post Code:

Postal Address:

Post Code:

Delivery Instructions Please include specific delivery instructions and nominated carrier if located outside the metro area;

Full name and addresses of Proprietors / Directors / Partners;

1. Name:

DOB:

Address:

Post Code:

2. Name:

DOB:

Address:

Post Code:

Purchasing Contact

Name:

Email:

Phone:

Accounts Contact

Name:

Email:

Phone:

### TRADE REFERENCES

Trade Business References;

1. Company:

Contact Name:

Ph:

2. Company:

Contact Name:

Ph:

3. Company:

Contact Name:

Ph:

MONTHLY CREDIT APPLIED FOR \$ \_\_\_\_\_

### ACCEPTANCE OF TERMS

I HAVE READ AND UNDERSTOOD THIS DOCUMENT AND HAVE BEEN ADVISED, AND GIVEN OPPORTUNITY, TO SEEK INDEPENDENT LEGAL ADVICE. I WARRANT BY SIGNATURE BELOW THAT THE INFORMATION GIVEN IN SUPPORT OF THIS APPLICATION IS TRUE AND CORRECT. I FURTHER WARRANT THAT I AM AUTHORISED TO SIGN ON BEHALF OF THE CUSTOMER AND TO BIND THE CUSTOMER IN CONTRACT.

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



## DEFINITIONS

### 1. Definition

- 1.1 In the following conditions of sale "the **Company**" shall mean Grape & Grain Pty Ltd ACN 161 226 437 and "the **Customer**" shall mean the entity or person(s) purchasing the goods and/or services, which are the subject of these conditions of sale.
- 1.2 All contracts made by the Company shall be deemed to incorporate these terms and conditions together with any special conditions stated on or annexed to the quotation form or any other document submitted by the Company.
- 1.3 No variation of or addition to these terms and conditions shall bind the Company unless made or specifically accepted by the Company in writing and in the event of inconsistency between any of the additional conditions aforesaid and these conditions, the additional conditions of sale shall be deemed to prevail.

## TERMS AND CONDITIONS

### 1. Invoicing and Payment

- 1.1 Payment by the Customer to the Company shall be made in cash at the time of the Customer's order unless the Customer completes the Credit Application and The Company approve the Customer's current credit rating, whereupon full payment for all invoiced Products shall be made by 30 days from date of invoice.
- 1.2 Cheques and payments shall be made payable to the Company and time for payment shall be of the essence.
- 1.3 The Company reserves the right at its discretion at any time to withdraw any credit terms and substitute cash for any order or any other terms.
- 1.4 Unless otherwise expressly appropriated by the Company, payments shall be taken to discharge the Customer's oldest debt and shall first reduce any costs or interest outstanding before reducing the principal debt. The date of the Company invoice will be the sole indication of the date of any sale for the purpose of applying moneys paid in reduction of outstanding amounts.
- 1.5 The Customer shall pay the purchase price to the Company in Australian dollars.
- 1.6 In the event that payment is not made on or before the due date then the parties agree that the Company may, at their discretion:
  - (a) charge interest on the outstanding sum at the rate of 2% per month, calculated daily, from the due date until the date of repayment; and
  - (b) suspend, until payment, all further delivery of Products to be made pursuant to this Contract or any other contract with the Customer, in which event the Customer shall not be released from its obligations to the Company pursuant to this Contract or any such other contract.
- 1.7 The Customer acknowledges that it is liable to pay for Products provided by the Company whether or not the value of such Products exceeds the credit limit set for the Customer by the Company from time to time, or the value of such Products, together with Products already provided by the Company to the Customer, exceeds the credit limit set for the Customer by the Company from time to time.
- 1.8 Any mistake on any quotation, order, invoice, delivery docket or other document issued by The Company in relation to the supply of Products shall not be binding on the Company and the Company may in their discretion issue such amended document as is required to rectify such mistake. The Customer shall comply with the Company amended document.
- 1.9 No negotiable instrument accepted or negotiated by the Company will be deemed payment until it has been honoured. The Customer must reimburse The Company for any charges made by the Company bank for any negotiable instrument not met on presentation.
- 1.10 The Customer shall be liable for all costs of collection and legal fees incurred by the Company in recovering amounts payable under this Contract.

### 2. Delivery and Return of Products

- 2.1 The Company will deliver the ordered Products, at the Company expense, to the Customer's commercial premises in metropolitan Perth, or to a transport depot in metropolitan Perth.
- 2.2 The minimum quantities which the Company will deliver are: wine, three Cartons (where a Carton is equal to 9 litres) and beer, three cases and one keg.
- 2.3 The Company will use its best endeavours to deliver the Products in accordance with its estimated delivery dates.
- 2.4 The Company will not be liable in any way whatsoever for any loss, damage or expense suffered by or incurred by the Customer which arises out of or in connection with the non-availability, delay in delivery or non-delivery or non-supply of Products.
- 2.5 In order to recognise a claim for damaged Products during transport by the Company carriers, the Company must be notified, in writing, at the time of delivery, failing which the Products supplied will be deemed to have been received and accepted by the Customer in merchantable and faultless quality and condition at the time of receipt and the Company will have no further liability whatsoever in relation to the Products. Claims of any other nature will not be considered by the Company unless made, in writing, within 24 hours of delivery.
- 2.6 The Company will not be liable for any delays or failure to perform its obligations if such failure or delay is due to Force Majeure.

### 3. Personal Property Securities Act 2009 (PPSA)

- 3.1 If Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest in connection with these Terms and Conditions of Trade, the Customer agrees that the following provisions of the PPSA will not apply: section 95 (notice of removal of accession), to the extent that it requires the company to give notice to the Customer, section 96 (when a person with an interest in the whole may retain an accession) subsection 121(4) (enforcement of liquid assets – notice to grantor); section 125 (obligation to dispose of or retain collateral); section 130 (notice of disposal), to the extent that it requires the company to give a notice to the Customer; paragraph 132(3)(d) (contents of statement of account after disposal); subsection 132(4) (statement of account if no disposal); section 135 (notice of retention) and section 143 (reinstatement of security agreement).
- 3.2 Notices or documents required or permitted to be given to the company for the purposes of the PPSA must be given in accordance with the PPSA. The Customer consents to the company affecting a registration on the PPSA register in relation to any security interest in connection with these Terms and Conditions of Trade and the Customer agrees to provide all assistance reasonably required to facilitate this. The Customer waives the right to receive notice of a verification statement in relation to any registration on the register. In these Terms and Conditions of Trade, the following words have the respective meanings given to them in the PPSA: account, proceeds, purchase money, register, registration, security interest and verification statement.

### 4. Retention of Title

- 4.1. Property in all the Goods supplied shall remain vested in the Company and shall not pass to the Customer until all monies owing to the Company by the Customer together with all collection, repossession and/or legal costs incurred, have been paid in full.
- 4.2. The Goods, whether as separate chattels or as components, shall be stored in such a manner as to be clearly identifiable as the property of the Company until title has passed to the Customer.
- 4.3 The Company may demand at any time until title has passed to the Customer that the Customer returns the Goods or any part of them.
- 4.4. In the event that the Customer defaults in the payment of any monies owing to the Company, the Company and its employees or agents shall have the right to enter without notice upon the Customer's premises or any other premises where the Goods are known to be stored to repossess the Goods and for this purpose the Customer shall grant reasonable access rights and the Company, its employees or agents shall be entitled to do all things required to secure repossession.



## 5 Privacy Act

5.1 I/we agree to the Company obtaining personal information about me/us from other credit providers, whose names I/we may have provided for The Company or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to The Company Agreement to a credit provider being given a consumer credit report to collect overdue payments on commercial credit (section 18K(1)(b), Privacy Act 1988).

5.2 I/we agree that the Company may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.

## 6 Changes in Details

The applicant(s) must inform the Company in writing within seven (7) days of any change of his/her their business or corporate structure.

## GUARANTEE AND INDEMNITY

In Consideration of Grape & Grain Pty Ltd ACN 161 226 437 ("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 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.

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_