



## 1. Invoicing and Payment

1.1 Payment by the Customer to Grape & Grain shall be made in cash at the time of the Customer's order unless the Customer completes the Credit Application and Grape & Grain approves 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 Grape & Grain and time for payment shall be of the essence.

1.3 Grape & Grain 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 Grape & Grain, 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 Grape & Grain's 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 Grape & Grain in Australian dollars.

1.6 In the event that payment is not made on or before the due date then the parties agree that Grape & Grain may, at its 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 Grape & Grain pursuant to this Contract or any such other contract.

1.7 The Customer acknowledges that it is liable to pay for Products provided by Grape & Grain whether or not the value of such Products exceeds the credit limit set for the Customer by Grape & Grain from time to time, or the value of such Products, together with Products already provided by Grape & Grain to the Customer, exceeds the credit limit set for the Customer by Grape & Grain from time to time.

1.8 Any mistake on any quotation, order, invoice, delivery docket or other document issued by Grape & Grain in relation to the supply of Products shall not be binding on Grape & Grain and Grape & Grain may in its discretion issue such amended document as is required to rectify such mistake. The Customer shall comply with Grape & Grain's amended document.

1.9 No negotiable instrument accepted or negotiated by Grape & Grain will be deemed payment until it has been honoured. The Customer must reimburse Grape & Grain for any charges made by Grape & Grain's 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 Grape & Grain in recovering amounts payable under this Contract.

## 2. Delivery and Return of Products

2.1 Grape & Grain will deliver the ordered Products, at Grape & Grain's expense, to the Customer's commercial premises in metropolitan Perth, or to a transport depot in metropolitan Perth.

2.2 The minimum quantities which Grape & Grain will deliver are: wine, three Cartons (where a Carton is equal to 9 litres)

2.3 Grape & Grain will use its best endeavours to deliver the Products in accordance with its estimated delivery dates.

2.4 Grape & Grain 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 Grape & Grain's carriers, Grape & Grain 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 Grape & Grain will have no further liability whatsoever in relation to the Products. Claims of any other nature will not be considered by Grape & Grain unless made, in writing, within 24 hours of delivery.

2.6 Grape & Grain 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 Grape & Grain and shall not pass to the Customer until all monies owing to Grape & Grain 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 Grape & Grain until title has passed to the Customer.

4.3 Grape & Grain 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 Grape & Grain, Grape & Grain 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 Grape & Grain, its employees or agents shall be entitled to do all things required to secure repossession.

## 5. Privacy Act

5.1 I/we agree to Grape & Grain obtaining personal information about me/us from other credit providers, whose names I/we may have provided for Grape & Grain or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to Grape & Grain 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 Grape & Grain 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 Grape & Grain in writing within seven (7) days of any change of his/her their business or corporate structure.