



Inglewood

WINE MERCHANTS

QUALITY REGIONAL WINES

INGLEWOOD WINES Pty. Ltd.

Trading as INGLEWOOD WINE MERCHANTS

TRADING ACCOUNT APPLICATION

Please complete all required information including Signatures and fax or mail to Inglewood Wine Merchants at the address below to allow us to complete the Account Application

Confidential

AGREEMENT THAT INGLEWOOD WINES PTY LTD MAY SEEK CONSUMER CREDIT INFORMATION (SECTION 18K (1b) PRIVACY ACT 1988).

If Inglewood Wines Pty Ltd considers it relevant to assessing my/our account application for commercial credit, I/we agree to Inglewood Wines Pty Ltd obtaining from a credit reporting agency and/or the trade references as detailed by me/us, a credit report containing personal credit information about me/us in relation to commercial credit provided by Inglewood Wines Pty Ltd.

Signature of Applicant: _____

OUTLET DETAILS:

Full Trading Name: _____

Full Trading Address: _____

Phone: (____) _____ Fax: (____) _____ Date Bus. Commenced: _____

Liquor License Number: _____ Licensee: _____

WET Exempt (please tick): No Yes (If yes, please attach copy of exemption certificate)

Premise Type:

Wholesaler Hotel Bottle Shop Restaurant Club Other _____

Purchasing Contact: _____ Title: _____

Phone: (____) _____ Fax: (____) _____ E-mail: _____

Delivery Address (if different to above): _____

Delivery Instructions: _____

Other Instructions: _____

TERMS AND CONDITIONS

GENERAL

Inglewood Wines Pty Ltd is hereafter referred to as “supplier” and the applicant as “purchaser”. The purchaser hereby makes application for a credit account and certifies that the information disclosed is true and complete in every particular. The purchaser agrees that the supplier may seek consumer credit information if the supplier considers it relevant in the assessment of the purchaser’s application for commercial credit.

TRADING CONDITIONS

The purchaser agrees that payment shall be made to the supplier for any invoice issued in any calendar month by the 21st day of the following month. The purchaser acknowledges that time is of the essence in regard to payment and that any breach of this term will enable the supplier to exercise its rights to cancel further credit or to take legal action for recovery of sums outstanding. Costs associated with recovery of outstanding amounts will be to the purchaser’s account and the purchaser agrees as a condition of the credit account to recovery of costs.

FREIGHT, HANDLING AND INSURANCE FEES (WHERE APPLICABLE):

Delivery, handling and insurance (“the Services”) will be provided by the supplier unless otherwise advised by the purchaser in writing. The Services are the subject of a separate but optional contract between the supplier and the purchaser. Where the purchaser contracts for The Services, a delivery, handling and insurance fee (“The Services Fee”) plus any additional delivery costs (see Delivery below) will be charged to the purchaser’s account. Costs for The Services have been met by the supplier on behalf of the purchaser and where applicable, will be charged to the purchaser’s account and included in the composite invoice price. When The Services are provided to the purchaser, The Services Fee charged to the purchaser’s account will be equal to 4.5% of the adjusted Landed Unit Cost (“LUC”) price (the LUC price less The Services Fee). The Services Fee and any other additional delivery costs are separate and distinct from the amount charged for the supply of the Goods (“The Goods Price”). The Services Fee is included in the wholesale and/or LUC prices on an equalisation basis unless a separate arrangement has been agreed between the purchaser the supplier. Where the purchaser decides not to take up the supplier offer to perform The Services, the purchaser must advise the supplier beforehand so that arrangements can be made for reasonable access to be given to the purchaser to pick up the Goods from the supplier appointed warehouse or to arrange for an alternative carrier to transport the goods. Where the purchaser elects not to acquire The Services, The Services Fee will not be charged.

PRICES

The Goods Price, The Services Fee and other charges by the supplier to the purchaser are subject to alteration without notice. Wholesale prices for Goods in the supplier Price Lists include The Services Fee but do not include Goods and Services Tax (“GST”) or Wine Equalisation Tax (“WET”) unless specifically stated. LUC prices for Goods in the supplier Price lists include WET and The Services Fee but do not include GST. Invoiced prices to purchaser will include WET (currently 29%, on wine only) where applicable and GST (currently 10%) where applicable.

CANCELLATION OF ORDERS AND RETURN OF GOODS

Orders placed with the supplier cannot be cancelled without written approval by an authorised officer of the supplier. In the event that the supplier accepts the cancellation of any order it shall be entitled to recover any substantial losses that may result because of the cancellation. If goods are considered to be defective by the purchaser they can only be returned with the authorisation of the supplier.

DELIVERY

Our charges and minimum order quantities are below:

Sydney Metropolitan Area	\$2 surcharge for all orders of one dozen or less
ACT, Southern Highlands, Blue Mountains, South coast to Nowra, Central Coast to Port Stephens	1 to 2 dozen - \$15.00 2 to 4 dozen - \$10.00 5 dozen or more – No charge
South of Nowra, West of Lithgow, North of Port Stephens, South and West of ACT/Southern Highlands	1 st Dozen - \$25.00 min plus \$3 per dozen to 5 dozen 6 to 9 dozen \$25.00 10 dozen or more – No charge

The supplier carries the risk of damage to goods during delivery and the purchaser accepts the risk of damage upon delivery.

TITLE

All goods delivered by the supplier remain the property of the supplier and the title to any goods does not pass to the purchaser until all debts owed to the supplier, including collection expenses, are paid to the supplier in full. In this regard the purchaser grants the right to the supplier to enter the purchaser’s premises without notice to take possession of goods.

CHANGE OF OWNERSHIP

The purchaser agrees to notify the supplier in writing of any change of ownership of the business of the purchaser within seven (7) days of the date of any change and acknowledges and indemnifies the supplier against any loss or damage incurred as a result of the change. The purchaser also acknowledges that the title to the stock cannot be passed to a purchaser of the business and cannot transfer liability for payment of amounts outstanding on the credit account to any other party without the written approval of the purchaser.

VARIATIONS

These terms and conditions of sale may be varied at any time by the supplier. The supplier may provide a copy of the varied terms and conditions on any price list, account application form, invoice or other document to the purchaser and acceptance of Goods by the purchaser, by retaining the Goods or in any other way, after a receipt of any varied copy of the terms and conditions by will be conclusive acceptance of the terms and conditions, as varied, by the purchaser.