



BOUCHON WINES PTY LTD

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Bank A/C details: BSB 638060 A/C No: 10924620 ABN 25506744318

APPLICATION TO OPEN A TRADING ACCOUNT

Name of Applicant: _____ ABN: _____

Business Name: _____ (Name of Director) _____ Liquor License No: _____

Street Address: _____

Post Code: _____

Delivery Address: _____

Post Code: _____

Accounts Address: _____

Accounts Email: _____ Post Code: _____

Business Tel: _____ Mobile: _____

Business Fax: _____ email: _____

THREE TRADING REFERENCES: (No Breweries are to be included)

1: _____ Ph: _____

2: _____ Ph: _____

3: _____ Ph: _____

THE APPLICANT CERTIFIES THAT:

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.

DIRECTOR/S PERSONAL GUARANTEE:

In the case of a Company, the following personal guarantee is required:

In consideration of BOUCHON WINES PTY LTD granting credit to the business so named in the application, I/We whose names appear below, agree to be individually responsible for the payment of all monies now or at any time due and remaining unpaid by the said business.

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 FULL NAME: _____ DATE: / /

SIGNED BY BOUCHON WINES PTY LTD: _____

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 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. The Seller reserves the right at any time to vary the period of credit on fourteen (14) days prior written notice to the Purchaser.
 - 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 OUTRAYJUS.
 - 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 identifiable 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 non-availability 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 terms.
 - 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.