

Account details – To be completed by all purchasers

Venue Details

Trading name: _____

Address: _____

Suburb: _____

State: _____ Postcode: _____

Venue Phone: _____

Contact Person

Accounts Contact: _____ Mobile: _____

Accounts Email: _____

Wine Buyer: _____ Mobile: _____

Wine Buyer Email: _____

Delivery Instructions Must be 3 hour window - Mark appropriate box with a 'X'

Delivery Times: 9am - 12pm [] 2pm - 5pm [] Other: *(Please specify)* Between _____ and _____

Days to Deliver: Monday [] Tuesday [] Wednesday [] Thursday [] Friday []

Please tick where applicable for large order deliveries:

Forklift [] Hand Unload [] Loading Dock [] Staff available to assist unloading [] Height Restriction []

Special Delivery Instructions:

Trading Details

We are: Sole Traders [] a Partnership [] a Company [] a Trust []

Mark appropriate box with a 'X'

Liquor licence number: _____ Licensee: _____

ABN: _____ ACN: _____

TRADING TERMS - to be acknowledged by all purchasers

The purchaser acknowledges that:

1. Property in the goods shall not pass to the purchaser until such time as the goods have been paid for in full.

1.1 The Wine Company Pty Ltd ('the Company') may at any time recover or re-sell the goods and may enter upon the purchaser's premises for that purpose;

1.2 the purchaser may sell the goods in the ordinary course of its business to bona fide purchasers for value but only as agent for the Company;

2. For the first three (3) months of continuous trading, new accounts require payment before delivery by credit card or EFT (cheque or cash will not be accepted)

3. After the first three (3) months trading payment is required on the 14th day of the month following the month in which the goods are invoiced. Any late payment will attract interest at 12% per annum from date of default to date of payment;

4. The agreement to supply goods is strictly subject to the director(s) of any purchaser's company signing the Guarantee and Indemnity overleaf and the director(s), by signing below, acknowledge having read and understood and unconditionally agree to be bound by the Guarantee and Indemnity incorporated herein and signed by them.

5. Freight, handling and insurance fees (where applicable): Delivery, handling and insurances ("the services") will be provided by TWC unless otherwise advised by the customer in writing. The services are subjected to a separate but optional contract between TWC and the customer. Where the customer contracts for the services, a delivery, handling and insurance fee ("the service fee") plus any additional delivery costs (see delivery below) will be charged to the customer's account. Costs for the services have been met by TWC on behalf of the customer and where applicable, will be charged to the customer's account and included in the composite invoice price. When the services are provided to the customer, the services fee charged to the customer account will be \$4.25 plus GST. The services fee and any other additional delivery costs are separate and distinct from the amount charged for the supply of goods ("the goods price"). The services fee is included in the wholesale price unless a separate arrangement has been agreed between the customer and TWC. Where the customer decides not to take up TWC's offer to perform the services, the customer must give prior notice to TWC, so that arrangements can be made for reasonable access to be given for the customer to pick up good from the TWC's warehouse or arrange for an alternative supplier to transport the goods. Where the customer elects not to acquire the services, the service fee will not be charged.

6. Delivery: Where the services are provided by TWC, the customer must specify the place of delivery when ordering goods and may make specific arrangements for delivery and freight. For metro customers, orders will attract a transport levy of \$5.50 per invoice and for outer metro and regional customers, orders will attract a transport levy of \$9.90 per invoice. There will be no extra charges for administration or handling fees unless an urgent delivery is requested by the customer (in which case TWC will invoice the customer for additional costs).

Director's signature

Director / authorised officer / sole trader / partner who acknowledges the above Terms and Conditions

Date

Company Details , Guarantee & Indemnity
To be completed by all companies

The Wine Company Pty Ltd
(ACN 006 386 447 ABN 33 410 838 642)

6 Expo Court, Mount Waverley, Vic 3149
e: wineco@wineco.com.au (03) 9562 3900

Company name: _____

Address: _____

Suburb: _____

State: _____ Postcode: _____

The director(s) named below ('the Guarantor') in consideration of The Wine Company Pty Ltd ('the Company') supplying goods to the purchaser acting personally and/or as trustee for a trust:

1. _____ covenants that if at any time the purchaser fails to pay any amount owing to the Company the Guarantor will on demand being made by the Company forthwith make payment of the amount owing plus interest and costs;
2. _____ hereby indemnifies and holds harmless the Company against any loss arising from the purchaser's failure to perform or observe its obligations to the Company;
3. _____ acknowledges that:
 - 3.1 this Guarantee shall be a continuing guarantee;
 - 3.2 the Guarantor shall in all respects be liable, as between themselves and the purchaser, jointly and severally, to the Company;
 - 3.3 this Guarantee and Indemnity shall at all times be governed by the laws of the State of Victoria and the purchaser and the Guarantor(s) consent to the jurisdiction of the courts of Victoria;
 - 3.4 a certificate signed by a director of the Company shall be prima facie proof of the fact and amount of the purchaser's and the Guarantor's indebtedness to the Company

Before signing this document the Guarantor(s) should seek legal advice on the nature and effect of this document.

I/We, the director(s) signing below, hereby acknowledge that by signing this document I/we automatically guarantee the purchaser's obligations to the Company pursuant to the credit terms. I/we hereby acknowledge that I/we have been given the opportunity of obtaining independent legal and financial advice about the nature and effect of this guarantee but have declined to obtain same. I/we hereby acknowledge that I/we know and understand the nature, effect and meaning of this document at the time of signature.

Director's signature: _____ Name: _____

Address: _____

Mobile: _____ Date: _____

Director's signature: _____ Name: _____

Address: _____

Mobile: _____ Date: _____

Trade References

Please supply three (3) trade references,

NOT including the following companies as they do not provide trade references:

ALM, Metcash, ILG, HLW, Schweppes, Coca Cola, All Major Breweries (Fosters CUB Lion Nathan), PFD Food Services, Capital Liquor. Suncoast Wholesalers, Fine Wine Partners, Moet-Hennessy, and Nelson Wine Company.

Name: _____ Name: _____ Name: _____

Phone: _____ Phone: _____ Phone: _____

Duration: _____ Duration: _____ Duration: _____

AUTHORISATION FOR PAYMENT BY CREDIT CARD

By completing the following details, signing and returning this form, the Customer requests and authorises The Wine Company Pty Ltd to charge their purchases to the nominated credit card detailed below. The Customer understands that the charge will be made on the day the order is processed (usually previous working day prior to delivery). This authorisation can be revoked by the Customer at any time by notifying The Wine Company Pty Ltd. The Wine Company Pty Ltd may also revoke the authorisation if the credit card stated below has insufficient funds to cover the payment required. The Wine Company Pty Ltd agrees to notify the Customer of this occurrence.

Should the Customers Bank/Financial Institution in its absolute discretion, fail to pay the Wine Company Pty Ltd for any reason whatsoever irrespective of any dispute, right or action the Customer may have against the Bank/Financial Institution, then the Customer shall within seven (7) days of a written request by The Wine Company Pty Ltd, pay any shortfall of any amount not paid by Customer Bank/Financial Institution.

Trading name: _____

Address: _____

Suburb: _____

State: _____ Postcode: _____

Credit card type: Mastercard [] VISA [] Amex* []

Mark appropriate box with a 'X'

*2.2% surcharge applies to Amex Transactions

Name on credit card: _____

Credit card number: _____

Expiry date on card: ____ / ____ / ____

Card Holder's Signature Date

In addition to the Card Holder the following people are authorised to charge orders to the above mentioned Credit Card:

Name: _____

Name: _____

Card Holder's Signature Date

DIRECT DEBIT REQUEST

Request and Authority to debit the account named below to pay
The Wine Company Pty Ltd

<p>Request and Authority to debit</p>	<p>Your Surname or company name _____</p> <p>Your Given names or ABN/ARBN _____ "you"</p> <p>Request and authorise The Wine Company & User Id 468473 to arrange, through its own financial institution, a debit to your nominated account any amount The Wine Company Pty Ltd, has deemed payable by you.</p> <p>This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.</p>
<p>Insert the name and address of financial institution at which account is held</p>	<p>Financial institution name: _____</p> <p>Address: _____</p> <p>_____</p> <p>_____</p>
<p>Insert details of account to be debited</p>	<p>Name/s on account: _____</p> <p>BSB number: <i>(Must be 6 Digits)</i> _____ - _____</p> <p>Account number: _____</p>
<p>Acknowledgment</p>	<p>By signing and/or providing us with a valid instruction in respect to your Direct Debit Request, you have understood and agreed to the terms and conditions governing the debit arrangements between you and The Wine Company Pty Ltd as set out in this Request and in your Direct Debit Request Service Agreement.</p>
<p>Insert your signature and address</p>	<p>Signature: _____</p> <p>Address: _____</p> <p>_____</p> <p>Date: _____</p>
<p>Second account signatory (if required)</p>	<p>Signature: _____</p> <p>Address: _____</p> <p>_____</p> <p>Date: _____</p>

Direct Debit Request – Service Agreement

The following is your Direct Debit Service Agreement with The Wine Company Pty Ltd, 33 410 838 642 & User id **468473**. The agreement is designed to explain what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit Provider.

We recommend you keep this agreement in a safe place for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR form.

Definitions

- Account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.
- Agreement means this Direct Debit Request Service Agreement between you and us.
- Banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
- Debit day means the day that payment by you to us is due.
- Debit payment means a particular transaction where a debit is made.
- Direct debit request means the Direct Debit Request between us and you.
- Us or we means The Wine Company Pty Ltd, (the Debit User) you have authorised by signing a direct debit request.
- You means the customer who signed the Direct Debit Request.
- Your financial institution means the financial institution nominated by you on the DDR at which the account is maintained.

1. Debiting your account

By signing a Direct Debit Request, you have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.

We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request

If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day.

If you are unsure about which day your account has or will be debited you should ask your financial institution.

2. Amendments by us

We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days' written notice.

3. Amendments by you

You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen (14) days' notification by writing to: The Wine Company Pty Ltd, 6 Expo Court, Mount Waverley, Vic 3149 or by telephoning us on (03) 9562 3900 during business hours or arranging it through your own financial institution.

4. Your obligations

It is your responsibility to ensure that there are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the Direct Debit Request.

If there are insufficient clear funds in your account to meet a debit payment:

(a) you may be charged a fee and/or interest by your financial institution;

(b) you may also incur fees or charges imposed or incurred by us; and

(c) you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

You should check your account statement to verify that the amounts debited from your account are correct. If The Wine Company Pty Ltd is liable to pay goods and services tax ("GST") on a supply made in connection with this agreement, then you agree to pay The Wine Company Pty Ltd on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

5. Dispute

If you believe that there has been an error in debiting your account, you should notify us directly on (03) 9562 3900 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up with your financial institution direct.

If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including interest and charges) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.

If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.

6. Accounts

You should check:

(a) with your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.

(b) your account details which you have provided to us are correct by checking them against a recent account statement; and

(c) with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.

7. Confidentiality

We will keep any information (including your account details) in your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.

We will only disclose information that we have about you:

(a) to the extent specifically required by law; or

(b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

8. Notice

If you wish to notify us in writing about anything relating to this agreement, you should write to The Wine Company Pty Ltd, 6 Expo Court, Mount Waverley, Vic 3149.

We will notify you by sending a notice in the ordinary post to the address you have given us in the Direct Debit Request.

Any notice will be deemed to have been received on the third banking day after posting.