



FOR OFFICE USE ONLY	
SALES REP _____	
TERRITORY NO _____	
ENTERED BY _____	
DATE _____	

DOMAINE WINE SHIPPERS
ABN: 23 007 035 949
HEAD OFFICE: PO Box 340, BLACKBURN, VIC 3130.
PH: (03) 9878 7848 FAX: (03) 9878 7812

CUSTOMER CREDIT APPLICATION

Please print and complete in **FULL**

1. COMPANY NAME _____
 ABN _____ OWNER OF BUSINESS _____
2. BUSINESS NAME _____ A.B.R. _____
3. DELIVERY ADDRESS _____
4. DELIVERY INSTRUCTIONS _____
5. PHONE _____ FAX _____ EMAIL _____
6. POSTAL ADDRESS _____ P/C _____
7. LIQUOR LICENCE NO. _____ DO YOU WISH TO RECEIVE EMAIL STATEMENTS Y / N _____
8. TYPE OF BUSINESS _____
9. COMMENCEMENT DATE OF CURRENT BUSINESS OWNERSHIP _____
10. PERIOD OF OCCUPATION OF BUSINESS PREMISES _____
11. BANK, BRANCH & ACCOUNT NO _____
12. ANTICIPATED MONTHLY CREDIT _____

THREE CURRENT TRADE REFERENCES

(FOSTERS: CUB: ALM: TOOHEYS: COKE: PDF: BIDVEST: FINE WINE PART. are NOT acceptable as referees)

- | | |
|---------------|-------------|
| 1. NAME _____ | PHONE _____ |
| 2. NAME _____ | PHONE _____ |
| 3. NAME _____ | PHONE _____ |

1. APPLICATION
 The above named applies to Domaine Wine Shippers Pty Ltd for credit in relations to the supply of goods and acknowledges that net payment of all amounts due to Domaine Wine Shippers Pty Ltd will be made by the fifteenth day of the month following the date of invoice. The above named undertakes to notify Domaine Wine Shippers Pty Ltd in writing of any changes in the legal status of the customer.
2. GUARANTEE
 The under named and undersigned guarantors in consideration of Domaine Wine Shippers Pty Ltd at their request extending credit to the customer jointly and severally:
 - (i) } Guarantee the due amount by the customer of all amounts due to Domaine Wine Shippers Pty Ltd by the fifteenth day of the month following the date of invoice.
 - (ii) } Indemnify Domaine Wine Shippers Pty Ltd in respect of any loss or damages suffered through default by the }customer in net payment of any amounts so falling due.
 - (iii) } Acknowledge this guarantee and indemnity shall be a continuing guarantee and indemnity for }all monies owing by the customer to Domaine Wine Shippers Pty Ltd in respect of any goods }supplied.
 - (iv) } Acknowledge that Domaine Wine Shippers Pty Ltd may recover from the guarantors all }monies due from the customer even though the customer is not in default or Domaine Wine }Shippers Pty Ltd has made no demand on the customer.
3. TERMS OF SUPPLY
 The customer and the guarantors acknowledge that goods will be supplied only on the terms endorsed.

SIGNED FOR AND ON BEHALF OF THE CUSTOMER

DATE _____

NAME(S) OF DIRECTOR(S)

1. **NAME** _____ **D.O.B** _____
ADDRESS _____
HOME PH _____ **MOBILE** _____
SIGNATURE OF DIRECTOR _____
DRIVERS LICENCE NO _____
SIGNATURE OF WITNESS _____

2. **NAME** _____ **D.O.B** _____
ADDRESS _____
HOME PH _____ **MOBILE** _____
SIGNATURE OF DIRECTOR _____
DRIVERS LICENCE NO _____
SIGNATURE OF WITNESS _____

TERMS OF SUPPLY

1. Goods will be supplied to the customer only on these terms and conditions and the terms contained in invoices from Domaine Wine Shippers Pty Ltd provided that these terms shall prevail in the event of inconsistency.
2. Domaine Wine Shippers Pty Ltd may withdraw credit at any time and may vary the Terms of Supply at any time.
3. Prices contained in quotations are valid for thirty days only. Quotations are not offers but invitations to treat only. A contractual relationship shall only arise upon acceptance by Domaine Wine Shippers Pty Ltd of the customer's order. Any contract between Domaine Wine Shippers Pty Ltd and the customer will be evidenced solely by the order and acceptance. All other documents, drawings, conversations, acts, facts matters or things shall not be incorporated in or form part of the contract.
4. Goods supplied by Domaine Wine Shippers Pty Ltd are described by reference to their physical attributes and not by reference to their output or performance.
5. Failure by the customer to supply required information entitles Domaine Wine Shippers Pty Ltd to vary the price and/or the date of delivery.
6. Unless quotations by Domaine Wine Shippers Pty Ltd specifically state to the contrary, all prices contained in quotes are not fixed and may be varied by Domaine Wine Shippers Pty Ltd at any time. Prices invoiced by Domaine Wine Shippers Pty Ltd to the customer shall be those current at the date of invoice unless otherwise agreed.
7. Any variation between date of quotation and date of order in the cost to Domaine Wine Shippers Pty Ltd of freight, marine transit risk and other insurances, shipping expenses, exchange, customs duty, sub-contractor's costs or the cost of any component parts purchased by Domaine Wine Shippers Pty Ltd from others, shall be payable by the customer to Domaine Wine Shippers Pty Ltd.
8. Interest at the rate of 16% per annum is payable by the customer on any amounts not paid when falling due.
9. Domaine Wine Shippers Pty Ltd will supply the customer from available stocks as soon as practicable after receipt of order. In the event of stock shortages Domaine Wine Shippers Pty Ltd may allocate available stocks between the customer and other customers from whom orders have been received.
10. Goods will be invoiced to the customer on dispatch of goods by Domaine Wine Shippers Pty Ltd. The customer will pay the amount invoiced on the fifteenth the day of the month following the date of invoice.
11. Domaine Wine Shippers Pty Ltd reserves the right to accept any order in whole or part or to decline any order.
12. Acceptance by the customer of delivery of the goods shall be deemed acceptance of these conditions if not previously acknowledged by the customer.
13. To the extent permitted by law:
 - 13.1 All conditions and warranties which are or may otherwise be implied in relation to the supply of goods are excluded and negated.
 - 13.2 The liability of Domaine Wine Shippers Pty Ltd to the customer or any person supplied by the customer for any loss or damage occasioned to any person arising directly or indirectly out of supply or use of the goods is limited to the lowest of the cost of replacement or a credit in full. The customer releases and indemnifies Domaine Wine Shippers Pty Ltd against any liability arising out of the failure of the customer to properly notify others as to the suitability or manner of using the goods.
14. Where Domaine Wine Shippers Pty Ltd has advised the customer that goods have been manufactured to certain standards and tolerances, the customer shall accept all goods supplied by Domaine Wine Shippers Pty Ltd that meet such standards and tolerances.
15. Domaine Wine Shippers Pty Ltd shall not be liable to the customer for failure of goods to meet any estimates of performance or capacity unless such estimates have been specifically warranted by Domaine Wine Shippers Pty Ltd to the customer. Details of performance or capacity contained in promotional material supplied by Domaine Wine Shippers Pty Ltd do not form part of these terms of supply and shall not be deemed representations by, nor binding Domaine Wine Shippers Pty Ltd.
16. Domaine Wine Shippers Pty Ltd shall only consider any claims by the customer in relation to the goods if made in writing to your representative and received by Domaine Wine Shippers Pty Ltd within seven days of the date of delivery of the goods to the customer (refer to following page for Claims Procedure).
17. Intellectual property in any design documents, machinery or equipment produced by Domaine Wine Shippers Pty Ltd in order to supply goods to the customer shall at all times remain vested in Domaine Wine Shippers Pty Ltd. The customer indemnifies and holds Domaine Wine Shippers Pty Ltd harmless in respect of any infringement, or alleged infringement, of patents, trade marks, copyright or other protected rights in respect of any specifications or documents supplied by the customer to Domaine Wine Shippers Pty Ltd.
18. The customer will not alter or remove any label, insignia or mark attached to the goods which bears the name of Domaine Wine Shippers Pty Ltd or any trade marks or trade names used in relation to the goods.
19. A certificate signed by an officer of Domaine Wine Shippers Pty Ltd shall be conclusive evidence as to details of the goods delivered to the customer and the status of net payment for those goods by the customer.
20. The goods are supplied on the following terms:
 - 20.1 Risk in the goods passes on delivery into the custody of the customer or the customer's agent.
 - 20.2 The property in and ownership of the goods passes to the customer only on payment by the customer for all goods supplied to the customer.
 - 20.3 Until net payment in full for all goods supplied to the customer:
 - (a) The relationship between the parties shall be fiduciary and the customer shall hold the goods as bailee for Domaine Wine Shippers Pty Ltd.
 - (b) Goods supplied to the customer by Domaine Wine Shippers Pty Ltd shall be:
 - (i) Separately stored from all other goods.
 - (ii) Where reasonably practicable marked and identified as the property of Domaine Wine Shippers Pty Ltd.
 - (iii) Sold on by the customer but only as agent for Domaine Wine Shippers Pty Ltd but, notwithstanding the provisions of this clause, the customer shall not hold himself out to others as the agent of Domaine Wine Shippers Pty Ltd and Domaine Wine Shippers Pty Ltd shall not be bound by any contracts entered into by the customer with others.

- (iv) Separately recorded by the customer as being the property of Domaine Wine Shippers Pty Ltd.
- (c) The proceeds received by the customer from disposal of the goods shall be paid into a separate and identifiable bank account and the customer shall account to Domaine Wine Shippers Pty Ltd from this account for monies due for the supply of the goods.
- (d) The customer shall be entitled to a fourteen day period of credit but shall account to Domaine Wine Shippers Pty Ltd immediately upon disposal of the goods and receipt of the proceeds of sale by the customer.
- (e) Domaine Wine Shippers Pty Ltd shall, without prejudice to Domaine Wine Shippers Pty Ltd other rights to recover damages for termination or breach, be entitled to and is licensed by the customer to enter upon the customer's premises during normal business hours and without notice in order to obtain possession of any goods supplied by the supplier for the purpose of either resale or retention of possession by Domaine Wine Shippers Pty Ltd should:
- (i) The customer fail to pay for the goods pursuant to the terms of this Contract.
 - (ii) Execution be levied against the customer and not be satisfied within fourteen days.
 - (iii) The customer discontinues business for any reason.
 - (iv) The customer commits an act of bankruptcy or, being a corporation:
 - An order is made or resolution passed for its winding up.
 - Goes into liquidation, receivership or administration or makes an assignment for the benefit of or arrangement or composition with its creditors or is unable to meet its debts within the meaning of the Corporations Law.
21. The customer and the guarantors shall give written notice to Domaine Wine Shippers Pty Ltd of any change in the beneficial ownership or any change in details of the persons in day to day control of the customer or of the death, insolvency, liquidation, dissolution, administration, official management or bankruptcy of either the customer or any beneficial owner of the customer or any person in day to day control of the customer.
22. Domaine Wine Shippers Pty Ltd may at any time during the continuance of this agreement require the customer and all of the guarantors to provide additional security as Domaine Wine Shippers Pty Ltd in its discretion shall determine.
23. The customer and the guarantors shall notify Domaine Wine Shippers Pty Ltd of any change in the beneficial ownership of the customer or of the death, insolvency, liquidation, dissolution, administration, official management or bankruptcy of the customer. The customer and the guarantors jointly and severally indemnify Domaine Wine Shippers Pty Ltd against any losses resulting from the delivery of goods by Domaine Wine Shippers Pty Ltd prior to receiving such written notice.
24. Time is the essence. The customer shall meet all costs incurred by Domaine Wine Shippers Pty Ltd and occasioned by the default of the customer in performance of any of these Terms of Supply.
25. Pursuant to the Privacy Act 1988 (as amended) the customer and each of the guarantors authorises Domaine Wine Shippers Pty Ltd to give to and obtain from another credit provider or credit reporting agency for the purpose of assessing this application for credit or for the purpose of notifying other credit providers of default, a credit report containing personal information about the customer and/or each of the guarantors or a report containing information concerning the commercial activities or commercial creditworthiness of the customer and/or each of the guarantors. This authority remains in force for so long as credit is provided by Domaine Wine Shippers Pty Ltd to the customer.
26. If the customer is a trustee and, in that capacity, orders supply of goods by Domaine Wine Shippers Pty Ltd, then the customer warrants that it has a right of indemnity from the assets of the trust fund to meet all amounts due to Domaine Wine Shippers Pty Ltd.
27. Any provision of this agreement that may, wholly or in part, be deemed invalid shall to the extent of the invalidity be severed from this agreement without prejudice to the continuing force and validity of the remaining provisions.
28. This agreement shall be governed by the laws of the State of Victoria.
29. In this clause:-
- 29.1 "GST Act" means A New Tax System (Goods & Services Tax) Act 1999 (as amended). "GST" means GST within the meaning of the GST Act.
 - 29.2 Unless express agreement is made to the contrary between Domaine Wine Shippers Pty Ltd and the customer, the price payable by the customer for a taxable supply made by Domaine Wine Shippers Pty Ltd represents the value of the taxable supply for which payment is made.
 - 29.3 If Domaine Wine Shippers Pty Ltd makes a taxable supply to the customer then; the customer must pay to Domaine Wine Shippers Pty Ltd on the date of supply the amount of any GST payable in respect of the taxable supply.
 - 29.4 The customer shall not be obliged to pay GST on a taxable supply until Domaine Wine Shippers Pty Ltd provides a valid Tax Invoice for that supply.

CLAIMS PROCEDURE

1. Report all claims in writing to your representative.
2. Any claims of whatever nature must be reported in writing to you representative within 7 days after receipt of goods or the purchaser is deemed to forfeit any claims for damages or set off against DWS. Please quote invoice number, account name, delivery address and date, as well as all other relevant details pertaining to your claim, without exception.
3. Ullages:
 - (a) DWS will accept faulty stock (including label damage, dry breaks, leakers or short fills etc) for replacement only if seals on bottles are still intact.
 - (b) Damaged stock found after delivery must be returned in original carton for replacement
 - (c) Restaurant returns are only acceptable if product is out of condition.
 - (d) In all cases, stock must be viewed and returned through DWS Area Managers. In order to action replacement or credit invoice number and proof of delivery must be supplied.
 - (e) No replacement or credit will be forthcoming on stock broken or damaged on the Purchaser's premises
4. Return of Stock: A Sales Representative of DWS must view all stock offered for return for whatever reason. Invoice number and delivery date must be quoted, before any returns will be accepted for credit and authorisation is required from the Sales Manager.

NOTICE OF DISCLOSURE OF YOUR CREDIT REPORTING TO A CREDIT REPORTING AGENCY

Under the Privacy Act, Domaine Wine Shippers Pty Ltd is allowed to give Credit Reporting Agency personal information about your credit application.

The information which may be given to an Agency is covered by Section 18E (1) of the Act and includes:

1. Identity particulars (as permitted by the privacy Commissioner's determination issued under Section 18E (3)).
2. The fact that you have applied for credit and the amount.
3. The fact that Domaine Wine Shippers Pty Ltd is a current credit provider to you.
4. Net payments which become overdue more than sixty (60) days and for which collection action has commenced.
5. Advice that net payments are no longer overdue.
6. Cheques drawn by you which have been dishonoured more than once.
7. In specified circumstances, that in the opinion of Domaine Wine Shippers Pty Ltd you have committed a serious credit infringement.
8. That credit provided to you by Domaine Wine Shippers Pty Ltd has been paid or otherwise discharged.

I/We acknowledge that I/we have read and understood the Notice of Disclosure.

For and on behalf of the Customer



APPLICATION FOR CREDIT ACCOUNT

VICTORIAN SALES REPRESENTATIVES

ANDREW HEDDERWICK

SANDY FELDMAN

MATT DUNNE

DANIEL MORRIS

MATTHEW WITHERS

INEZ O'SHEA

PIERRE POMMAREDE

DARCY CURNOW

NEW SOUTH WALES SALES REPRESENTATIVES

BOB HILL

PHEOBE CHVYL

JAMES FILLBROOK

TOM STANFORD

TOBY PARKER

CANBERRA – A.C.T SALES REPRESENTATIVE

JUSTIN WILLIAMS

QUEENSLAND SALES REPRESENTATIVES

EVAN JONES

DAVID HATHERLY

SOUTH AUSTRALIAN SALES REPRESENTATIVES

ANDREW THOMAS

ANDREW WILLIAMS

STEPHANIE TURNBULL

BRETT SIGLEY

WESTERN AUSTRALIAN SALES REPRESENTATIVES

CAROL ZOCCOLI

MICHAEL LEE

KATHERINE KENT