



BOTTLE
in **HAND**

APPLICATION FOR CREDIT

(Please complete all sections)

COMPANY NAME/LEGAL NAME:	_____		
ACN / ABN:	_____		
TRADE NAME:	_____		
COMPANY STRUCTURE:	SOLE TRADER	[]	PROPRIETARY LIMITED COMPANY []
	PARTNERSHIP	[]	PUBLIC COMPANY []
POSTAL ADDRESS:	_____		

STREET ADDRESS:	_____		

SHIP TO / DELIVERY ADDRESS:	_____		

PHONE NUMBER:	_____	EMAIL:	_____
SALES CONTACT:	_____		
AC PAYABLE CONTACT/EMAIL ADDRESS:	_____		
LENGTH OF TIME AT LOCATION ADDRESS:	_____	ABN:	_____
LENGTH OF TIME IN BUSINESS:	_____	(Must have been in this line of business for more than 12 months)	
NAME AND ADDRESS OF PARENT OR AFFILIATED CO(S):	_____		

Type of Business:	WINE/LIQUOR	[]	DISTRIBUTOR []
(Please tick most appropriate)	DISTRIBUTOR	[]	HOSPITAL/MEDICAL []
	HOSPITALITY	[]	AGRICULTURE []
	NUTRITIONAL HEALTH	[]	RETAIL SUNDRY []
	FOOD/RESTAURANT	[]	GOVERNMENT DEPARTMENT []
	BOTTLE/LIQUOR SHOP	[]	OTHER.....

Issue Date: 8/10

Thank you for considering Bottle in Hand Pty Ltd as a supplier. Please supply us with the necessary information requested below for the purpose of evaluating your request to establish opening a credit account. This information will be held in strict confidence.

HAVE YOU PURCHASED FROM BOTTLE IN HAND PTY LTD PREVIOUSLY? NO [] YES [] WHEN? _____

FULL NAMES AND ADDRESS OF DIRECTORS/PROPRIETORS:

BANK DETAILS:

NAME OF BANK: _____

BRANCH ADDRESS: _____ STATE: _____ POSTCODE: _____

PHONE: _____ FAX: _____

CONTACT: _____ ACCOUNT NUMBER: _____

ANTICIPATED MONTHLY PURCHASES: _____ LIMIT REQUIRED: _____

TRADE REFERENCES: (Please supply three with whom you purchase similar monthly amounts on Credit)

SUPPLIERS NAME	ADDRESS	PHONE/FAX NUMBERS	CONTACT NAME
		PH: FAX:	
		PH: FAX:	
		PH: FAX:	

FINANCIAL STATEMENT ATTACHED? YES NO STATEMENT DATE _____

AGREEMENT

I (We) have completed this Application for Credit and certify that all information and statements contained herein are true and correct. I (We) hereby authorise Bottle in Hand Pty Ltd to access a commercial or consumer credit report and/or make reasonable enquiries of all bank, trade and financial resources provided and authorise release of such information to you now and any time hereafter. I (We) (whose signature appears below) agree that the account will be conducted within the agreed payment terms. I (We) further agree that, in the event of non-payment or default of said terms and conditions of sale, to reimburse Bottle in Hand Pty Ltd for all costs incurred in the collection of any past due amount to include legal fees and court costs where applicable. I (We) understand and agree to promptly notify Bottle in Hand Pty Ltd of any material or adverse change in the ownership, operations or conduct of the business upon which Bottle in Hand Pty Ltd originally relied for the purpose of evaluating and granting credit.

COMPANY NAME: _____

AUTHORISED BY: _____
(Printed Name of authorised Owner/Director)

SIGNATURE: _____ TITLE: _____

DATE: _____

FIRM'S RUBBER STAMP

YOUR ATTENTION IS DRAWN TO OUR TERMS AND CONDITIONS OF SALE ATTACHED

BOTTLE IN HAND PTY LIMITED
TERMS AND CONDITIONS OF SALE

1. FORMATION OF CONTRACTS

- 1.1 In the following conditions of sale "the **Company**" shall mean Bottle in Hand Pty Ltd ACN 78 145 192 669 and "the **Purchaser**" shall mean the entity or person(s) purchasing the goods and/or services, which are the subject of these conditions of sale.
- 1.2 All contracts made by the Company shall be deemed to incorporate these terms and conditions together with any special conditions stated on or annexed to the quotation form or any other document submitted by the Company.
- 1.3 No variation of or addition to these terms and conditions shall bind the Company unless made or specifically accepted by the Company in writing and in the event of inconsistency between any of the additional conditions aforesaid and these conditions, the additional conditions of sale shall be deemed to prevail.

2. QUOTATIONS AND ORDERS

- 2.1 All quotations constitute an offer by the Company which, unless otherwise stated herein, is capable of acceptance by the Purchaser to whom it is addressed within one (1) month after its date (after which time the offer shall lapse) or at any earlier time by the Company giving written notice to the proposing Purchaser of its revocation or the variation of any term including any price quoted therein.
- 2.2 An order placed by the Purchaser shall be deemed accepted by the Company unless the Company notifies the Purchaser to the contrary within 3 business days of the receipt of the order by the Company.

3. COMPATIBILITY TESTING

- 3.1 The Purchaser acknowledges that it accepts all responsibility for the suitability of containers, closures, wadding, labels, decoration and any other items supplied by the Company for the purpose required, including the compatibility of the container, closure, wadding, labels, decoration and any other items supplied by the Company with the product with which the container is to be filled. The Company shall not have any responsibility whatsoever for any loss or damage, consequential or otherwise arising as a result or consequence of such lack of compatibility. The Purchaser acknowledges its obligations to carry out appropriate compatibility testing at the Purchaser's sole cost and expense in respect of each individual shipment or batch of containers, closures, labels and artwork delivered by the Company.

4. PRICE AND PRICE VARIATION

- 4.1 All prices and terms quoted by the Company or shown in any of its catalogues or price lists relating to any goods or services to be provided are based on the cost prevailing at the date of the quotation, offer, catalogue or price list.
- 4.2 Prices quoted do not include sales tax, wine equalisation tax, goods and/or services tax or any other value added tax and these and any other imposts of any government or other authority shall be payable by the Purchaser and will be added to the quoted price and treated as part of the purchase price. Any such tax or impost will be calculated relevant to the actual delivery date of the goods irrespective of any delivery dates specified in an order.
- 4.3 Where an order is placed for forward delivery or the Company is unable to effect immediate delivery in respect of any order, the order is accepted subject to price adjustment such that the order will be charged and paid for at the relevant price for the goods ordered as set out in the Company's price list current at the time which delivery is made.
- 4.4 The Company may charge different prices for goods depending on whether the product is collected from the Company, delivered within a certain geographical area or delivered outside a certain geographical area.

5. TERMS OF PAYMENT

- 5.1 Unless otherwise agreed to or specified in writing by the Company, payment for the goods shall be made by the Purchaser to the Company within twenty one (21) days from the end of month from invoice date.
- 5.2 Should the Purchaser delay or default in respect of any payment due hereunder the Company shall have the right to charge interest at a rate equivalent to fifteen percent (15%) per annum calculated from the due date to the date of full and final payment. Any payment made by the Purchaser will be credited first against the interest accrued.
- 5.3 The obligation for payment contained in clause 5.1 shall be binding upon the Purchaser and enforceable by the Company notwithstanding that title has not passed as provided in clause 8.1 hereof.

6. DELIVERY, COMPLETION AND RISK

- 6.1 Any times quoted for delivery of the goods are estimates only and the Company shall not be subject to any liability whatsoever for failure to deliver or for delay in delivery arising from any cause whatsoever.
- 6.2 The Purchaser shall not be relieved of any obligation to accept or pay for goods by reason of any delay in delivery or despatch.
- 6.3 The Company reserves the right to deliver in instalments and each such instalment shall be deemed to be sold under a separate contract. Failure to deliver any instalment shall not entitle the Purchaser to repudiate, rescind or terminate the contract.
- 6.4 The Company shall give notice to the Purchaser when the goods or part thereof are ready for delivery and if for any reason whatsoever the Purchaser fails to take possession of the goods within seven (7) days from the date of notification, or fails to give delivery instructions to the Company prior to the expiry of such seven (7) day period, then risk in the goods shall pass forthwith to the Purchaser and the Company shall be entitled to payment for the goods in accordance with the provisions hereof and the Company shall arrange for storage of the goods, the cost of which and all costs incidental thereto shall be for the Purchaser's account.
- 6.5 Subject to the above paragraph, the goods or part thereof supplied by the Company shall be at the Purchaser's risk immediately upon delivery to the Purchaser or into the custody of anyone acting on the Purchaser's behalf, whichever is the sooner.

7. ACCEPTANCE/RETURNS

- 7.1 The Purchaser shall inspect the goods forthwith upon delivery and shall within three (3) days from the date of delivery give written notice to the Company of any matter or thing by reason whereof the Purchaser may allege that the goods are not in accordance with the contract. All goods are supplied subject to the usual trade tolerances relating to weight, dimension and processing. If the Purchaser fails to give such notice within the aforesaid time, the goods shall be deemed to have been accepted by the Purchaser.
- 7.2 Should the Purchaser deem any goods to be faulty, the goods must be isolated and the Company advised so that appropriate assessment of the goods may be undertaken by or on behalf of the Company or the Company's supplier. No goods shall be returnable for credit until such time as a return authorisation is issued by the Company to the Purchaser.

8. TITLE

- 8.1 Notwithstanding that risk in the goods shall pass to the Purchaser as provided herein, title to the goods shall remain with the Company until all moneys owing by the Purchaser to the Company have been paid in full (whether such moneys are in respect of the moneys payable under a specific contract or on any other account whatsoever) and until such time the Purchaser shall, unless otherwise agreed in writing by the Company, store the goods so as to indicate that they are the Company's goods and the Purchaser shall hold the goods as bailee thereof only subject nevertheless to its right to deal with the goods in the ordinary course of business on the basis that any moneys received as a result of such dealing shall be held by the Purchaser as trustee for the Company and for the benefit of the Company as hereinafter provided.
- 8.2 In the event that the Purchaser sells the goods to a third party in the ordinary course of business then the Purchaser shall hold the proceeds of sale on trust for the Company (to such extent as is sufficient to discharge the Purchaser's obligations to the Company under the contract for sale of goods) and in the event that the Purchaser is not paid by the party to whom the goods were sold then the Purchaser agrees, at the option of the Company (to be exercised by notice in writing to the Purchaser) to assign its claim against that party to the Company (and for the purpose of giving effect to this provision the Purchaser hereby irrevocably appoints the Company as his attorney for such purpose).
- 8.3 If the goods shall be mixed with or become constituents of other goods, the proceeds of sale thereof shall be the property of the Company mutatis mutandis and the Purchaser will at the request of the Company assign to the Company all its rights as against any subpurchasers of the goods or goods with which the goods have been mixed or of which the goods are constituents.
- 8.4 The parties agree that the provisions of this Clause apply notwithstanding any agreement, whether subsequent to this agreement or not, between the parties under which the Company gives the Purchaser credit.

9. LIABILITIES OF THE COMPANY

- 9.1 Subject to any provisions herein to the contrary, the only conditions and warranties which are binding on the Company in respect of the state, quality or condition of the goods and services provided by the Company to the Purchaser are those imposed and required to be binding by statute (including the Trade Practices Act, 1974) and to the extent permitted thereby the liability, if any, of the Company arising from breach of such conditions or warranties shall, at the Company's option, be limited to and completely discharged, in the case of goods, by either the replacement or repair by the Company of the goods supplied to the Purchaser or the payment of the cost of replacing the goods or of acquiring equivalent goods or the payment of the cost of having the goods repaired and in the case of services, by either the supplying of the services again or the payment of the costs of having the services supplied again, and otherwise all other conditions and warranties whether express or implied by law in respect of the supply of goods or of services and the state, quality or condition of the goods which may apart from this Clause be binding on the Company are hereby expressly excluded and negated.
- 9.2 Except to the extent provided herein, the Company shall have no liability (including liability in negligence) to any person for any loss or damage, consequential or otherwise howsoever suffered or incurred by any such person in relation to the goods or the supply of services by the Company, its servants or agents and without limiting the generality thereof in particular any loss or damage consequential or otherwise howsoever suffered or incurred by any such person caused by or resulting directly or indirectly from any failure, breakdown, defect or deficiency of whatsoever nature or kind of any of the goods.
- 9.3 Except as provided above, the Company shall not be liable for any breach of these terms and conditions, whether the breach is fundamental or otherwise, by the Company, its servants or agents.

10. CANCELLATION OR SUSPENSION

- 10.1 No cancellation, suspension or variation (including, without limitation, the delivery date) to any contract of which these terms and conditions form part shall be made or purported to be made by the Purchaser unless firstly agreed to in writing by the Company and then only upon such terms as the Company agrees to in writing. Any cancellation, suspension or variation made or purported to be made by the Purchaser otherwise than in accordance with the provisions of this clause 14.1 shall be invalid.
- 10.2 Should the company agree to a cancellation, suspension or variation of contract as mentioned in clause 14.1 (which is in the complete discretion of the Company) then the terms of such agreement shall, as a minimum requirement, provide that the Purchaser shall be liable for and shall pay to the Company all the Company's costs, expenses and losses (including, without limitation, losses of profits) incurred or suffered as a result of or arising from such cancellation, suspension or variation.
- 10.3 Where goods or any part of them are manufactured, acquired or imported into Australia specifically for the Purchaser, then no cancellation, suspension or variation of contract by the Purchaser shall be permitted and the Purchaser must pay to the Company the full purchase price of such goods.

11. SHORTAGES, DAMAGE AND/OR LOSS IN TRANSIT

- 11.1 No claim for non delivery of part of a consignment or for damage in transit, corrosion, shortage or delivery deviation, delay or detention will be entertained unless a separate notice in writing is given to the carrier concerned within such time as enables a claim to be made upon the carrier and to the Company within three (3) days of receipt of the goods and a complete claim in writing is made to the Company within five (5) days of receipt.
- 11.2 In the case of non delivery of a whole consignment, notice in writing must be given to the carrier concerned within such time as enables a claim to be made upon the carrier and to the Company within five (5) days of receipt of the invoice and a complete claim in writing is made within ten (10) days of such receipt.
- 11.3 Where goods are accepted without being checked, the delivery book of the carrier concerned must be signed, "non examined".
- 11.4 The goods in respect of which any such claim is made shall be preserved intact as delivered for a period of fourteen (14) days from notification of the claim within which time the Company and the carrier shall have the right to attend at the Purchaser's works to investigate the complaint.
- 11.5 Any breach of any of the above sub-clauses shall disentitle the Purchaser to any claim whatsoever.

12. DEFAULT

- 12.1 In the event that:
- (a) the Purchaser makes default in any payment hereunder; or
 - (b) the Purchaser commits an act of bankruptcy or being a company, has an order made by any competent court for or passes a resolution for its winding up or enters into a scheme of arrangement or has a receiver, receiver and manager, liquidator, provisional liquidator or administrator appointed to it or any of the events referred to in Section 459C(2) of the *Corporations Law* occurs; or
 - (c) the Purchaser breaches any term, covenant or condition in any other contract, agreement or understanding between the Purchaser and the Company; or
 - (d) if there is any contract, agreement or understanding between the Company and any related company (as that term is defined in the *Corporations Law*) or guarantor to the Purchaser, and the related company or the guarantor of the Purchaser breaches any term, covenant or condition of such contract, agreement or undertaking; or
 - (e) where a related company or any guarantor of the Purchaser commits any act, matter or thing which, if they were the Purchaser, would be a breach of these terms and conditions;
- THEN** all monies owing and outstanding to the Company on any account whatsoever irrespective of whether any due date as set out in the invoice has occurred shall become immediately due and payable. In addition, the Company may without prejudice to its other rights either suspend further deliveries, require payment in advance for such deliveries or terminate any contract or agreement made forthwith by notice to the Purchaser.
- 12.2 Notwithstanding the above clause, the Company may at all times at its sole and unfettered discretion and without being under any duty or obligation to assign reasons therefore, review, alter or terminate the Purchaser's credit limit or terms without notice and without limiting the generality thereof, the decision of the Company shall be final and the Company accepts no responsibility for any loss, howsoever arising incurred by the Purchaser due to the operation of this clause.

13. FUTURE DEALING

- 13.1 Unless otherwise agreed to in writing by the Company and notwithstanding any terms appearing in documentation provided by or on behalf of the Purchaser, the terms appearing herein shall be incorporated by implication into all agreements by the Company to supply the Purchaser with goods.

14. PATENTS AND TRADEMARKS

- 14.1 The Company makes no representation or warranty of any kind, express or implied, that the goods sold hereunder or the use of such goods or articles made therefrom either alone or in conjunction with other substances will not infringe any patent or trade mark rights. The Purchaser will forthwith notify the Company of any claim or suit involving the Purchaser in which such infringement is alleged and if the Company considers itself to be affected, it shall be entitled to completely control the defence or compromise of any such allegation of infringement.
- 14.2 Where the Company has arranged for a manufacturer to utilise a design or follow instructions relating to the manufacture of the goods provided by or on behalf of the Purchaser, the Purchaser hereby indemnifies and shall keep indemnified the Company from and against any and all claims, proceedings, judgements, damages, losses, costs, expenses or liabilities claimed against, incurred or suffered by the Company as a result of or arising from or in connection with any activity undertaken by the Company or third party in accordance with those instructions involving an infringement of a patent, trademark, registered or unregistered design, copyright or any other right whatsoever.

15. ADVICE AND ASSISTANCE

- 15.1 Where the Company provides any technical advice or assistance whatsoever to a Purchaser, no liability for any damage whatsoever shall attach to the Company in respect of such matters including, without limitation, damage arising out of or in connection with the negligence of the Company, its servants or agents or otherwise.