

# KOONARA WINES PTY LTD

(ABN 26 104 676 182)

44 Church Street, Penola SA 5277

## APPLICATION FOR CREDIT

### APPLICATION FORM

BUSINESS DETAILS			
Registered Business Name:			
Business Reg.#/ACN:		Place of Reg.:	
ABN:			
Type of Business:	Years in Business:	Sales Tax#:	
Trading Name:			
Trading Address:			
Delivery Address			
Phone:	Fax:	Mob:	
Buyers Contact:	Phone:	Email:	
Accounts Contact:	Phone:	Email:	
Type of Entity (tick) Company.....Partnership.....Sole Trader.....			
Given Name of Directors/Partners	Surname of Directors/Partners	Address	Date of birth/ Licence #
Name of Trading Bank:		Trading Bank Branch:	
Trading Bank Account Name:			

Do you accept Backorders (tick) YES.....NO.....(if no cannot be created by exceptions)

Preferred Carrier	Name:	
	Address:	
	Phone:	
Monthly Credit Limit Required:		
Standard credit limit \$1,500		

TRADE REFERENCES			
Company Name	Contact Person	Phone	Fax

## **TERMS & CONDITIONS OF CREDIT APPLICATION**

The Parties agree to the following terms and conditions:

### **1.0 Agreement to be Bound**

- 1.1 The Applicant agrees to be bound by all terms and conditions contained in this credit application. By signing this document, the Applicant acknowledges that it has read and agreed to all terms and conditions included with this application.

### **2.0 Supply of Goods and Services**

- 2.1 Koonara Wines Pty Ltd ("the Company") agrees to supply goods and services to the Applicant when the Applicant requests them.
- 2.2 The goods and or services will only be supplied up to a credit limit the company considers acceptable. The company will determine alone what is acceptable to them.
- 2.3 The minimum value of any request for goods and or services made by the Applicant will be for \$150.

### **3.0 Payment for Goods and Services**

- 3.1 The Applicant agrees to pay for all goods and services supplied.
- 3.2 Invoices will be issued monthly\*
- 3.3 Accounts must be paid in full within thirty (30) Days\* of the date of each invoice.
- 3.4 All payments must be made to the business address of the Company.
- 3.5 5% settlement discount for payment made within 7 days from invoice\*.

### **4.0 Interest**

- 4.1 The Applicant agrees to pay interest to the company on any overdue accounts.
- 4.2 Interest will be charge on overdue accounts at the current interest rater per month.

### **5.0 Cancellation of Credit**

- 5.1 If accounts are not paid by the due date, the company will cancel or suspend credit automatically without notice.

### **6.0 Risk**

- 6.1 Once the goods have been installed or delivered by the Company, they are at the risk of the Applicant.

### **7.0 Liability for Delay**

- 7.1 The Company is not liable for any delay in delivery or supply of the goods and or services where this is caused by circumstances beyond the company's reasonable control.

### **8.0 Representations**

- 8.1 The Applicant acknowledges that no statements relating to terms and conditions have been made by the Company or any person on its behalf.
- 8.2 This is excluding the terms and conditions contained in this application.

### **9.0 Retention of Ownership**

- 9.1 The Applicant acknowledges that the goods and or services remain the property of the company until all money owing to the Company in relation to all goods and or services applied at any time has been paid in full.
- 9.2 This is despite the fact that the goods or services may be installed on the property of the applicant or any other person.

### **10.0 Removal of Goods and Services**

- 10.1 The Applicant authorises the Company or those acting on its behalf, to enter the land or property of the Applicant to remove any goods or services being the property of the Company.
- 10.2 The Company may use reasonable force (if necessary) to obtain the goods or services.
- 10.3 The Company will not be liable for any damage done to the land or property of the Applicant during the removal of the goods or services.

### **11.0 Grant of Equitable Mortgage**

- 11.1 The Applicant grants to the Company an equitable mortgage over:
- (i) Any property owned by the Applicant, either real or personal; and
  - (ii) Any interest or title in any estate or property owned by the Applicant.
- 11.2 This equitable mortgage is security for the payment of any money owed to the Company, regardless of whether it arose under this agreement or not.

### **12.0 Legal Action**

- 12.1 The Applicant agrees that the Company is entitled to commence legal proceedings or action for and recover any debt or interest owed on the Applicant's account immediately for any accounts with the Company or any part thereof which has remained unpaid for a period of seven (7) days after the contractual terms of service.
- 12.2 The Applicant agrees to pay upon default, all reasonable costs and legal expenses which are necessary or incidental to the collection of any money owing to the Company.

### **13.0 Choice of Jurisdiction**

- 13.1 Any action to recover any amount owed to the Company will be commenced within the jurisdiction and laws that govern the State of Victoria.

**SIGNING PAGE.**

SIGNED SEALED AND DELIVERED )  
By )  
(A.C.N ) being signed by )  
the person/s who is/are authorised to )  
sign for the company:

.....  
Director/Sole Director and Sole Secretary

.....  
Secretary

.....  
Full Name:

.....  
Full Name:

SIGNED SEALED AND DELIVERED by ) .....

in the presence of:

.....  
Witness

.....  
Full name

SIGNED SEALED AND DELIVERED by ) .....

in the presence of:

.....  
Witness

.....  
Full name

In the event that the customer is a Company duly incorporated pursuant to the Corporations Law, Director's guarantees are required to be executed hereunder.

**GUARANTEE & INDEMNITY**

IN CONSIDERATION of ..... ("the company") having agreed at my/our request to enter into the credit facility herein and to supply services and/or goods to the Applicant

WE THE UNDERSIGNED

- 1. ....of.....
- 2. ....of.....
- 3. ....of.....
- 4. ....of.....

**HEREBY JOINTLY AND SEVERALLY GUARANTEE** to the Company due and punctual performance of the written Terms and Conditions of this Application and punctual payment by the Applicant of all monies as when they become due together with any interest and damages payable by the Applicant pursuant to or in respect of the supply of goods and/or the provision of services resulting from any breach by the Applicant of the Company's terms and conditions of this Application and **FURTHER GUARANTEE** the due performance and observance by the Applicant of the Company's terms and conditions of this application and trading, a copy of which has been received by me/us **AND WE JOINTLY AND SEVERALLY AGREE** that:

- (a) We shall not be released from our liability under the Guarantee in whole or in part nor shall the rights, remedies or recourse of the company be in any way restricted by any of the matters as follows:
  - (i) At any time or other indulgence given to the Applicant by the Company or by any other act or thing whatsoever other than the payment of all monies due under any contract entered between the Applicant and the Company for the supply of goods or services and the performance and observance of the obligations by the Applicant under the Company's terms and conditions of trading.
  - (ii) The voluntary or compulsory winding up or any official management, composition with, arrangements with or assignment for the benefit of the creditors, the appointment of any Receiver and/or Manager or of an official Manager, the Bankruptcy of the Applicant, the Assignment of the Estate of the Applicant to a Trustee pursuant to the Bankruptcy Act or by administration in equity or otherwise of the estate or assets of the Applicant.

- (b) This Guarantee shall be a continuing Guarantee and shall not be determined by my/our death but shall bind my/our legal personal representatives.
- (c) This Guarantee shall remain in force for the benefit of the Company and the transferees, successors and assigns by the Company.

**WE HEREBY INDEMNIFY** and agree to keep indemnified the Company against any failure by the Applicant in the payment of any monies whatsoever due and payable to the Company or in the performance and observance by the Applicant of all the duties, liabilities and obligations of the Applicant under the Company's terms and conditions of trading to the same extent as if I/we were the Applicant under this Credit Application and thereby liable as a principle.

**WE HEREBY COVENANT AND AGREE** that this Guarantee and Indemnity is irrevocable.

**WE JOINTLY AND SEVERALLY CHARGE** with payment of any monies hereby guaranteed as beneficial owner/s all freehold and leasehold interests in land which we presently have or may acquire and **HERBY FURTHER COVENANT AND AGREE TO EXECUTE** have such further documents or instruments as may be necessary to enable registration thereof this charge at the Land Titles Office.

Dated this ... day of .....20....

<b>GUARANTOR TO SIGN</b>	<b>WITNESS TO SIGN</b>
Guarantor's Signature..... Full Name..... Address..... .....	Witness's Signature..... Full Name..... Address..... .....
Guarantor's Signature..... Full Name..... Address..... .....	Witness's Signature..... Full Name..... Address..... .....
Guarantor's Signature..... Full Name..... Address..... .....	Witness's Signature..... Full Name..... Address..... .....