



**ITALIQUORE
BRANDS
INTERNATIONALE**

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ABN: 27126637349
Bank A/C Details
BSB: 084 435
A/C No: 854 105 594

New Trading Account Application Form

Name of Applicant: _____ ABN: _____
(Name of Director)

Business Name: _____ Liquor License No: _____

Street Address: _____
Post Code: _____

Delivery Address: _____
Post Code: _____

Accounts Address: _____
Post Code: _____

Accounts Email: _____

Phone: _____ Mobile: _____

Email: _____ Fax: _____

Three Trading References (No breweries)

1: _____ Phone: _____
2: _____ Phone: _____
3: _____ Phone: _____

The applicant certifies that

1. The above specified details are true, correct and complete in all material respects; and
2. The General Conditions overleaf have been read and their contents understood; and
3. 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, supercedes 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 ITALIQUORE BRANDS INTERNATIONALE PTY LTD granting credit to the business so named in the application, I/We _____, agree to be individually responsible for the payment of all monies now or at any time due and remaining unpaid by the said business.

_____/____/____
(Signature of Director)

_____/____/____
(Signature of Director)

Italiquore Approval (Official Use)	
_____/____/____	(Italiquore Director)
Account #: _____	

GENERAL CONDITIONS

ITALIQUORE BRANDS INTERNATIONALE PTY LTD agrees to supply and the purchasers agree to order goods in accordance with the details defined overleaf and the general conditions below:

1. Definitions – in this agreement:

"the Seller" means *"ITALIQUORE BRANDS INTERNATIONALE PTY LTD"*;

"the Purchaser" means the applicant, firm or company so identified overleaf;

"the Products" means the Seller's range of wines, spirits, liquors and any other beverage products provided by the seller;

2. Prices

2.1. Prices that are quoted in the Seller's published price lists or stated 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. 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.

3.2. 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 to a C.O.D Account.

3.3. Where the purchaser has a C.O.D. Account, the Products must be paid in full before or at the time of delivery to the Purchaser.

3.4. 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.

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 there from 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 to immediately 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

7.1. While every effort will be made to fulfil 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 items.

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.