

## APPLICANT (BUYER) DETAILS

Legal Entity

ABN

Trading Name

Entity Type:  Registered Company  Partnership  Sole Trader  Other (specify)

Postal Address

Delivery Address

Special Delivery Requirements (eg don't deliver on Monday)

Sales Contact

Phone

Email

Account Contact

Phone

Email

## COMPANY DIRECTORS OR PRINCIPALS

(Please list others separately)

Name

Phone

Address

Name

Phone

Address

## TRADE REFERENCES

Name

Phone

Name

Phone

Name

Phone

**TERMS AND CONDITIONS**

1. All accounts are due, and must be paid, on or before the end of the month following the month of the date of invoice.
2. In the event of an account becoming overdue, interest fees will be charged on all amounts outstanding, at the rate of 1% of total overdue amount per month, compounded monthly.
3. The buyer shall take delivery of the goods at the buyer's nominated address, and risk in respect of the goods shall pass to the buyer on delivery.
4. Credit facilities may be withdrawn or limited by Clonakilla at any time at its absolute discretion.
5. Notwithstanding that delivery of goods may have been made, legal title to any such goods provided by Clonakilla shall not pass to the buyer or any other person until payment in full has been received by Clonakilla.
6. If the goods are sold by the buyer prior to Clonakilla having received payment in full for those goods (including payment of any outstanding interest or other charges relating to those goods), the buyer acknowledges that any such sale is made for and on behalf of Clonakilla, and the buyer holds the proceeds of any such sale on trust for Clonakilla.
7. In the event of an account being overdue, Clonakilla may make a final demand for payment. If the account is not then fully paid within 7 days, Clonakilla may terminate any contract relating to the goods without notice to the buyer and may there upon take possession of the goods. In this case, the buyer authorizes Clonakilla by its servants or agents to enter any premises owned, leased, or otherwise occupied by the buyer to repossess the goods.
8. In the event of an account becoming overdue, and/or of Clonakilla taking steps to recover wine pursuant to clause 7, then the buyer is liable to Clonakilla for all fees or expenses incurred by it in collecting any amount owed to it by the buyer or in taking steps to recover any wine held by the buyer, including debt collection fees and any expenses for legal advice or proceedings (on an indemnity basis). Any such fees or expenses are added to the buyer's total overdue amount, are immediately payable, and are subject to interest being charged pursuant to clause 2.
9. Orders by the buyer placed with and accepted by Clonakilla subsequent to this agreement will be supplied subject to these terms and conditions.

**DECLARATION AND SIGNATURE**

I/We wish to make application for a credit account with Clonakilla. I/We hereby certify that the information supplied above is true and correct.

I/We acknowledge and agree to the above terms and conditions, and confirm their acceptance with respect to any supply of goods to me/us by Clonakilla.

I/We declare that the person(s) signing this credit application is an authorised representative of my/our entity and has the authority to bind me/us into a contractual agreement.

Signature:

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Name &amp; Title:

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Date: / /

Signature:

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Name &amp; Title:

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Date: / /