



Bon Vivant Global Pty Ltd

Exclusive Importer and Distributor for Lamborghini Wine | Australia & NZ

Warehouse 109, ARC Level 1, 16 Orion Road, Lane Cove West NSW 2066

Email: info@lamborghiniwine.com.au | **Phone:** +61 418 600 716

Bank A/C details CBA: BSB 062692 **A/C No:** 78726801 **ABN** 49 666 941 000



APPLICATION TO OPEN A TRADING ACCOUNT

Business Name:

ABN:

Street Address:

Liq. Licence No:

Postcode:

ACN:

Name of Applicant (Person):

Name of Applicant (Sole Trader, Company etc):

Name of Licence Nominee:

Business Tel:

Business Fax:

Email:

Mobile:

Delivery Address:

Postcode

Accounts Address:

Accounts Person:

Postcode

Accounts Email:

Tel:

THE APPLICANT CERTIFIES THAT:

1. The above particulars are true, correct and complete in all material respects; and
2. It has read the General Conditions overleaf, understands, and agrees to be bound by the terms

The parties acknowledge and affirm that this Agreement contains all the terms agreed between them regarding the subject matter of the Agreement, supersedes any prior agreement and no representation, undertaking or promise shall be relied upon except as set forth in this Agreement.

SIGNATURE:

PRINT FULL NAME:

DATE:

GENERAL CONDITIONS

Bon Vivant Global Pty Ltd agrees to supply and the purchasers agree to order goods in accordance with the particulars set forth overleaf and the general conditions below:

1. Interpretation – in this agreement:

'the Seller' means 'Bon Vivant Global Pty Ltd';

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

'the Products' means the Seller's range of wines and spirits;

2. Prices

2.1. Prices quoted in the Seller's published price lists or 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. First delivery of all accounts are to be Pre paid only.

3.2. 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. **All stock must be paid for within terms, unless otherwise agreed with Bon Vivant Global Pty Ltd. We reserve the right to place late accounts on hold without notice.**

3.3. 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 Pre-Pay Account.

3.4. Where the Purchaser has a Pre-Pay Account, the Products must be paid in full at the time of delivery to the Purchaser.

3.5. 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 winery

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 therefrom 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 immediately to 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 fulfill 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 New South Wales.