

Ballymoss Pty Ltd, (ACN 006 923 717) of 112-128 Princes Drive, Morwell, Victoria, 3840, and each of its subsidiaries, divisions, affiliates, associated companies and related entities and any successors and assigns ("Monacellars") ("the Supplier").

Trading Name	
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As Shown on Liquor Licence

Venue Name	
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Are you a? (Tick)

Sole Trader
 Partnership
 Private Co (Pty Ltd)
 Public Co (Ltd)
 Trust (or Trustee for a Trust)
 Club/Inc./Assoc

Registered Name	
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If Trust Name of Trustee	
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Copy of Trust Deed to be supplied

ABN	ACN	
Registered Address		Post Code
Postal Address		Post Code
Business Address		Post Code

Directors, Partnership or Sole Trader/Individuals Details – Please attached Copy of Drivers Licence as proof of identity

Person 1

Full Name	D.O.B.	
Home Address		Post Code
Mobile	Private Phone	
EMAIL	Drivers Licence#	

Directors, Partnership or Sole Trader/Individuals Details - Please attached Copy of Drivers Licence as proof of identity

Person 2

Full Name	D.O.B.	
Home Address		Post Code
Mobile	Private Phone	
EMAIL	Drivers Licence#	

Type of Liquor Licence	Liquor Licence Number
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Type of Business

<input type="checkbox"/> Liquor Store/Drive Thru (OFF PREMISE)	<input type="checkbox"/> Hotel – No Takeaway Liquor (OP)	<input type="checkbox"/> Hotel & Walk In Liquor Store (GENERAL)	<input type="checkbox"/> Hotel & Drive Thru Liquor (GENERAL)
<input type="checkbox"/> Supermarket (OFF PREMISE)	<input type="checkbox"/> General Store (OFF PREMISE)	<input type="checkbox"/> Restaurant / Café (OP)	<input type="checkbox"/> Nightclub/Bar (OP)
<input type="checkbox"/> Catering/Event	<input type="checkbox"/> Sports Club (Football/Soccer) (OP)	<input type="checkbox"/> Community Club (Bowls/Golf) (OP)	<input type="checkbox"/> Cellar Door/ Brewery/ Distillery (OP)
<input type="checkbox"/> Other (Specify)			

Business Details

Delivery Address		Post Code	
Bus Phone		Bus Mobile	
EMAIL		Bus FAX	

Delivery Instructions: Tailgate, Forklift unload, Obstructions, Location, Times available, Call 1 Hour before, AM Delivery Preferred, ETC...

Delivery Instructions & Preferences	
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CHEP Account #		Year's in Business?	
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Are the Premises

Owned
 Mortgaged
 Leased, If so Please provide Managing Agent/Landlord's details:

Agents Contact Details		Phone	
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Are you in a Buying Group / Banner Group? If so please specify: (Foodworks, Duncans, Liquor Stax, etc.)	
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Main Contact

Full Name		Position	
Mobile		Phone	
EMAIL			

Would you like to receive SMS / Email Promotions, Marketing & Deals? M-Central Web Portal Access?

Purchasing Contact

Full Name		Position	
Mobile		Phone	
EMAIL			

Would you like to be notified of Out of Stocks? Do you require Back Orders? M-Central Web Portal Access?

Marketing / Secondary Contact

Full Name		Position	
Mobile		Phone	
EMAIL			

Would you like to receive SMS / Email Promotions, Marketing & Deals? M-Central Web Portal Access?

Payment Method – How you will make payment before delivery on a regular basis.

Credit Card on Dispatch Bank Transfer – Payment Prior to Dispatch

Please Note, Payment is required before Delivery, remittance/bank receipt needs to be emailed prior to delivery to: accounts@monacellars.com.au

Payment Contact

Full Name		Position	
Mobile		Phone	
EMAIL			

1. By signing this Agreement you:

- (a) declare that all information provided in the Application is true and correct and that no relevant information in regard to your creditworthiness has been withheld;
- (b) have read and agree to be bound by this Agreement and Terms and Conditions;
- (c) agree to purchase Goods and Services on the terms and conditions as amended from time to time;
- (d) acknowledge that we may amend the Terms and Conditions by notice to the Customer. Any such notice will be deemed to have been received by the Customer 2 days after posting by us. All purchases of Goods and services after receipt of that notice will be subject to the amended Terms and Conditions;
- (e) warrants that each person who signs the agreement is authorised to do so;
- (f) if the Customer is a trustee of any trust it:
 - agrees that the Customer is bound by this agreement both in its own right and as trustee of the Trust;
 - acknowledges that in making this application and assuming obligations under this agreement the Customer is doing so for the purposes of the Trust and for the benefit of the beneficiaries of the Trust;
 - must provide a stamped copy of the Deed of Trust constituting the trust (with all amendments) if requested to do so;
 - acknowledge that the Customer has all the necessary authorisations to make this application and to enter into this agreement;
 - agree to do everything necessary to bind the Customer as trustee and the Customer's successors as trustee of the Trust under this agreement.
- (g) warrant that:
 - the information provided by the Customer to the Supplier in the Application are true and correct and the Customer understands that the Supplier is relying upon that information in supplying both goods and services and credit to the Customer;
 - unless you have advised us to the contrary, the Customer has not entered into this agreement in the capacity of a trustee of any trust or settlement;
 - the Customer will immediately notify the Supplier of any changes of address or in ownership of its business;
 - the Customer will waive any rights that the Customer may have in accordance with the Consumer Credit Code.

TERMS & CONDITIONS

1. INTERPRETATION

1.1. In these terms and conditions of sale: (a) "We" or "us" or "the Supplier" means Ballymoss Pty Ltd, (ACN 006 923 717) and any Related Body Corporate as defined in Section 9 of the Corporations Act. (b) "you" or "Customer" means the Customer stated in the Application and any other person offering to contract with us on these terms and conditions or, where such person is acting in the course of employment, such person's employer, (c) "Goods" means goods supplied by us to you from time to time. (d) "Services" means optional freight, and finance services and covers the cost on an equalisation basis outward freight to the customer's premises and the provision of credit. (e) "Agreement" means the agreement for the purchasing Goods and services on credit (and amendments to those terms and conditions as amended from time to time).

2. SUPPLY

2.1. You will purchase, and we will supply goods and services to you on the following terms and conditions, however we are not obliged to supply to you when requested to do so. 2.2. All additions and amendments to the terms and conditions must be in writing signed by us.

3. QUOTATIONS AND ORDERS

3.1. Any quotation or price list given by us to you does not constitute an offer to sell Goods to you. We reserve the right to alter the quote or price list without notice to you. 3.2. By ordering goods (and any services), you are making a binding offer to purchase those Goods and Services. We will notify you of our acceptance of your order in writing. Alternatively, our delivery of Goods pursuant to your order shall be deemed acceptance of your offer to purchase.

4. PRICES, GST, FREIGHT AND INSURANCE

4.1. Unless we expressly agree in writing, the price of the Goods (and any Services) shall be the price specified in our invoice (or in our price list) plus the amount which we are required to pay on account of any charges which may be levied by any government (domestic or foreign) plus any increase caused by exchange rates, costs of labour, materials and overheads. 4.2. You are responsible for all freight and credit costs. If you nominate a carrier this must be advised to us in writing in the absence of which we will choose a carrier. 4.3. Freight and finance services will be charged to your account if such costs are met by us. These costs are the subject of a separate contract and are included in the composite invoice price. 4.4. These services will be taken to be required unless you advise by writing to the contrary. 4.5. Freight charges will be calculated at our discretion. 4.6. Where you elect to opt out of services, you must advise us in writing so that arrangements can be made for reasonable access to our premises to pick up and pay for the goods. In such circumstances, the service charges will not apply.

5. PAYMENT

5.1. You agree that until we confirm that credit terms have been granted to you, all goods are supplied on a cash before delivery basis. 5.2. Unless otherwise agreed, all amounts owing to the Supplier on account of Goods and services supplied to you on credit are due and payable by the dates as specified on the invoice. 5.3. You may pay by Visa, American Express or MasterCard. However, you agree to pay a credit card handling fee for effecting payment by this method at a rate advised by us from time to time. 5.4. You agree that if you fail to pay in accordance with this clause 5.2, we may: (a) charge a late payment fee of 2.5% plus GST (over and above any general credit service line fee) on all amounts paid by credit card; and (b) charge interest on debts at 4% above the rate prescribed pursuant to the Penalty Interest Rates Act (Vic) from time to time; and (c) charge a dishonour fee, where a cheque is dishonoured by your bank; and (d) recover all mercantile agents' collection costs, commissions and expenses (including collection agency fees), including legal expenses on a solicitor/own client basis incurred in collecting overdue accounts; and (e) withhold supply. 5.5. Any forbearance by us in charging any of the fees set out in clause 5 does not constitute a waiver of our right to do so in the future.

6. RISK IN THE GOODS

6.1. The risk of loss or damage to the Goods passes to you on the date and at the time that the Goods are removed from the Company's warehouse for the purpose of delivery to you.

7. DELIVERY

7.1. We reserve the right to deliver Goods by instalments. Any delivery times notified to you are estimates only. If you request us to postpone delivery of the Goods beyond the delivery date or dates specified in your order, we may agree to do so if you agree to pay an additional fee for such postponement.

8. CLAIMS AND LIABILITIES

8.1. Any claim by you as to breach of these terms and conditions by us must be made to us in writing within 7 days of delivery. Time is of the essence. 8.2. You have the benefit of conditions and warranties implied by the *Competition and Consumer Act 2010* (The Act) and nothing in these terms and conditions is intended to exclude, restrict or modify any statutory obligation we have. References to specific provisions of and circumstances arising under the Act are not intended to include reference to equivalent similar provisions of and circumstances arising under any State or Territory enactment. 8.3. Should we be liable for breach of a condition or warranty implied by the Act, our liability for the breach will be limited to one of the following as determined by us: (a) the replacement or repair of the Goods or the supply of equivalent Goods; or (b) the payment of the cost of replacing or repairing the Goods or of acquiring equivalent Goods.

8.4. (a) to the full extent permitted by law, all express and implied terms, other than the ones set out in these terms and conditions are excluded; (b) to the full extent permitted by law, we are not liable for any injury to or death of any person or loss (including loss of profits or consequential loss) or damage to property arising from any act or omission of you, us or any other person (including any loss or damage arising from our negligence); (c) you indemnify us against – (i) any claims made against us by any third party in respect of any loss, damage, death or injury as is set out in 8.4(b); and (ii) all losses and expenses which we may suffer or incur due to your failure to observe fully your obligations under the Agreement incorporating the terms of the application; and (d) we make no representation, warranty or undertaking about the compliance of the Goods with any statutory requirements relating to the marketing of Goods. You acknowledge that you alone are responsible for compliance of the Goods with this legislation. 8.5. We will not be responsible for non-delivery or delay in delivery of any goods due to any cause beyond our reasonable control, notwithstanding that the cause may be operative at the time of entering the contract of sale. Where such delivery or delay occurs, we may deliver the goods not delivered or delayed at any subsequent time and you must accept and pay for them. 8.6. Where we give a date of intended delivery, this will be subject to the Goods ordered being available and our being able to make the delivery on that date.

9. RETURNED GOODS

Where goods are returned to us, credit will only be issued under the following conditions:

9.1. (a) A return credit ("credit") Credit Request Return Advice must be obtained from the Delivery Driver prior to the return of any goods. We may refuse to give a credit or accept the return of any goods; (b) You must provide the invoice number and date of purchase before a credit will be issued; (c) The Return Advice must be clearly marked on the packaging of goods returned to us. Failure to comply with this requirement could result in our refusing to accept delivery of the returned goods. 9.2. All claims for credit must be supported by: (a) Signed copy of the Credit Request Return Advice, with all relevant information. 9.3. Without in any way limiting our discretion to refuse to accept the return of any goods, the following goods will not be returnable: (a) Any goods that have been held by you for more than 14 days; or (b) Any goods which are not in original condition; (c) Any goods that are manufactured as made to order unless faulty - any manufacturing surcharge is non refundable. 9.4. We will only recognise claims for faulty goods that are lodged within seven days of you receiving the goods. 9.5. Goods must be returned by the carrier specified by us. 9.6. You agree to pay us a restocking fee at the rate advised by us from time to time.

10. RETENTION OF TITLE

10.1. In relation to goods supplied to you: (a) Property in those goods shall remain with us until the latter of: (i) Payment in full for the goods and services; and (ii) Payment in full of all other monies owing as unpaid by you to us including monies in respect of goods and services previously or subsequently supplied to you by us; (b) Where goods have been fully paid for they must be kept separate from unpaid goods otherwise where there is co-mingled stock property in the goods will revert back to the supplier irrespective of whether the goods have been fully paid for. (c) The relationship between you and us shall be fiduciary; (d) You will hold the goods as bailee for us; (e) Where you sell those goods, you have no power to commit us to any contract or liability, but as between you and us, you will sell as fiduciary agent; (f) We will be given full ownership of any new goods or objects formed if you transform our goods into other products or affix those goods to other objects; (g) Where those goods are disposed of, the monies resulting from the disposal and all other proceeds, (tangible or intangible) received in respect of the goods, including insurance proceeds will be held separately in trust for us; (h) Where those goods are disposed of, you may only dispose of the goods in the ordinary course of your business on commercially reasonable terms; (i) You will keep records of those goods. 10.2. You undertake that until you deliver the goods to a third party, you will store the goods on your premises separately from your own goods, and those of any other person, and in a manner which makes the goods readily identifiable as our goods. 10.3. You agree that our employees or agents may enter upon your premises (doing all that is necessary to gain access) where it is reasonably thought goods supplied under this agreement might be stored for the purpose of examining or recovering the goods.

11. SETOFF

You agree that: 11.1. we may set-off any credit amount that we owe to you against any debit due by you to us; 11.2. you are not entitled to withhold payment of any money in respect of any set-off or claim you might have against us.

12. GOVERNING LAW

This contract is governed by the Law of Victoria. You and the Supplier irrevocably submit to the exclusive jurisdiction of the Victorian Courts and Federal Courts sitting in Victoria.

13. WHOLE AGREEMENT

This Application and terms and conditions embody the whole agreement between the parties and subject to the express terms contained in any written order or written acceptance thereof, all previous dealings, representations and arrangements are hereby excluded and cancelled.

14. CESSATION OF SUPPLY

Our agreement to continue to deliver or sell goods to you is always conditional upon our being satisfied of your ability to pay and comply with these terms and conditions. If we cease to be so satisfied we may suspend and/or terminate deliveries and shall not be liable in any way for any claim, damage, expense or cost suffered by you.

15. SEVERANCE

Should any part of these terms and conditions be held to be void or unlawful, these terms and conditions shall be read and enforced as if the void or unlawful provisions have been deleted.

NOTICE OF WAIVER OF RIGHT TO VERIFICATION STATEMENT FOR THE PURPOSE OF SECTION 157 PERSONAL PROPERTY SECURITIES ACT 2009

16.1. The Customer and the Guarantors, jointly and severally acknowledge: (a) The Supplier may be making application pursuant to Section 150 of the Personal Property Securities Act 2009, ("the Act") to the Registrar of Personal Property Securities, to register a: (i) Financing Statement relating to any condition in these Terms of Supply applicable to a security interest or prescribed personal property; and/or (ii) Financing Change Statement to amend a Registered Financing Statement relating to a security interest or prescribed personal property. (b) On registration of any such Financing Statement or Financing Change Statement, pursuant to Section 156 of the Act, the Registrar will issue to the Supplier as the secured party, a Verification Statement in relation to the registration event. 16.2. Pursuant to Section 157 of the Act, the Customer as grantor of the security interest will be entitled to notice from the Supplier of the Verification Statement unless: (a) The registration event relates to commercial property of the Customer, (as defined in the Act); and (b) The Customer has, in writing, waived the Customer's right to receive notice of the Verification Statement.

17.1 In consideration of the Supplier accepting the Customer's application for credit and the Customer's request for supply of goods and/or services, the Customer and each of the Guarantors, as testified by their separate execution of this clause, jointly and severally waive, its, his, hers and their right under Section 157 of the Act to receive notice of a Verification Statement received by the Supplier in relation to registration of a Financing Statement or a Financing Change Statement, arising from a security interest provided by the Customer pursuant to these Terms of Supply.

To request this trading account, to authorise the use of the credit card and in acceptance of the terms & conditions, All Directors or Both Partners, or a Sole Trader/Individual need to sign the left side followed by a witness on the right side and ensure that each page has been initialled.

The witness can not be an employee of Ballymoss PTY LTD, (ACN 006 923 717) or any of its subsidiaries, divisions, affiliates, associated companies and related entities and any successors.

1. Signature		1. Witness Signature	
Full Name		Full Name	
Address		Address	
Date		Date	

2. Signature		2. Witness Signature	
Full Name		Full Name	
Address		Address	
Date		Date	

We authorise the use of this Credit Card for payment of monies owed on dispatch of the goods.

Credit Card Information VISA MASTERCARD AMEX

Name on Card													Mobile		
Card Number															
Expiry Date					CCV										

Card Holder Signature:		Date	
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