



OATLEY
FINE WINE MERCHANTS

Commercial Credit Account Application

Office Use Only

Account Manager

Authorised

Customer Code

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The person or entity described below (the Customer) applies for the establishment of a credit account with each related body corporate (as defined in the Corporations Act 2001) of Robert Oatley Vineyards Pty Ltd trading as Oatley Fine Wine Merchants ABN 63 118 584 928 (OFWM) in respect of goods and/or services that may be supplied by OFWM in its own capacity or as such agent to the Customer.

SECTION 1 DETAILS: COMPANY / SOLE TRADER / PARTNERSHIP / CLUB / SCHOOL / GOVT

DO YOU TRADE AS: COMPANY TRUST SOLE TRADER PARTNERSHIP CLUB GOVT. DEPT.
(Tick relevant box)

COMPANY: (If applicable, print full company name)		
BUSINESS TRADING NAME: (If you are not a company or you trade under a business name, print full business name)		
BUSINESS TRADING ADDRESS: STREET	SUBURB	

MEMBER OF A BUYING GROUP:

YES NO

IF (YES), PLEASE PROVIDE DETAILS:

GROUP NAME:	BUSINESS PHONE NO:	P/CODE
	FACSIMILE NO:	MOBILE NO:
	EMAIL ADDRESS:	
	POSTAL ADDRESS: STREET/PO BOX:	SUBURB
	POSTCODE:	

LIQUOR LICENCE No.:		ACN:	
(EXPIRY DATE - MM/YY)		ABN:	
LICENSEE NAME (if different to above)		ARBN:	
LICENSEE HOME ADDRESS (if different to above)			

FULL NAME OF DIRECTORS/ PROPRIETORS/AUTHORISING OFFICER	HOME ADDRESS	D.O.B	HOME PHONE NO.	DRIVERS LICENCE NO.

The Customer agrees that:

- The supply of the goods and/or services by any related body corporate of OFWM to the Customer is subject to OFWM's Terms and Conditions of Supply as amended from time to time and to all the terms set out in this form in its entirety. The Customer has read, understood and agrees to comply with OFWM's Terms and Conditions of Supply and the terms set out in this form.
- Payment of goods supplied by OFWM will be made in full within the terms offered by OFWM. OFWM may charge interest of up to 2% per month on any amount not paid by the due date.
- If payments are not made on time OFWM may refuse to supply further goods or may require that all goods be paid for at the time of supply.
- OFWM may from time to time place a limit on the amount of credit available to the Customer.
- The Customer will indemnify OFWM against all costs and expenses incurred by OFWM in recovering or attempting to recover money owed by the Customer to OFWM including any fees, charges, disbursements or commissions charged by any mercantile agency or debt collecting firm.
- The Customer hereby charges with payment of any indebtedness to OFWM all beneficial interest (freehold and leasehold) in any land and personal property held now or in the future by the Customer.
- The customer will notify OFWM in writing if there is any change in the ownership or control of the Customer. The Customer shall continue to be liable for all monies due on the credit account until written notice is received by OFWM of the change of ownership or control of the Customer. Upon receipt of such notice, all monies due by the Customer to OFWM shall become immediately due and payable.
- The Customer consents to OFWM making enquiries as to the credit and financial situation of the Customer and further consents to the use of any information obtained as a result of those enquiries, including information disclosed in the Credit Application, as OFWM reasonably sees fit from time to time, including:
 - passing the information on to a credit reporting agency
 - obtaining further personal information relating to the Customer from another body for any use reasonably connected with the provision of credit or the collection of a debt subject to the provisions of the Privacy Act 1988.
- This contract and any other contract between the parties shall be governed by and construed in accordance with the laws of the state of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.
- Property in goods and alcoholic beverages does not pass to the buyer until the purchase price of all goods and alcoholic beverages is paid in full and there is no buyer's debt in relation to any goods and alcoholic beverages outstanding to the seller.

I/We apply for (please tick) 7 Days from Month End Account 30 Days from Month End Account

(Subject to approval from / or any related body corporate of OFWM)

ALL APPLICANTS MUST SIGN AND COMPLETE THIS PAGE, THE GUARANTEE AND INDEMNITY AND SECTION 2.

Signature	Print Name	Date
Signature	Print Name	Date

Important Notice: OFWM collects all personal information to assess your application for credit and without this information your application cannot be assessed. If you wish, you can gain access to your personal application by contacting OFWM.

GUARANTEE AND INDEMNITY

In consideration of OFWM (as defined in the Commercial Credit Account Application) at the request of the Guarantors, agreeing to supply or continue to supply Goods on credit to the Customer (as defined in the Commercial Credit Account Application), the Guarantors undersigned hereby unconditionally agree/s to:

- i. Guarantee to OFWM the due and punctual payment of all sums of money, interest and charges which are or may become payable on any account or in any manner whatsoever by the Customer to OFWM (including any fees, charges, disbursements or commissions charged by any mercantile agency or debt collecting firm in enforcing or attempting to enforce payment by the Customer of any such money)
- ii. Indemnify and keep OFWM indemnified against all losses, damages, costs and expenses suffered or incurred by OFWM as a result of any act default or breach of the obligation of the Customer, including the Customer not paying, when due, any amounts owing by the Customer to OFWM whether for goods or services supplied to the Customer by OFWM or any other account.
- iii. On demand, to pay to OFWM any amount due to it by the Customer and unpaid for more than SEVEN (7) days after the due date for payment.
- iv. Hereby charge with payment of any indebtedness to OFWM all beneficial interest (freehold and leasehold) in any land and personal property held now or in the future by the Guarantors
- v. This guarantee and indemnity shall be irrevocable and a continuing obligation and the Guarantors shall not be wholly or partially released until OFWM releases the guarantor in writing.
- vi. The liability of the Guarantors under this guarantee and indemnity shall not be avoided or affected by:
 - (a) The granting of time or other indulgence, consideration or compromise by OFWM to any person
 - (b) The release of the Customer or any co-guarantor named in this guarantee whosoever by OFWM
 - (c) Any subsequent transaction or arrangement between OFWM, the Customer and/or any other person or by the Customer and/or OFWM making any variation or alterations in the terms of any agreement made between them;
 - (d) OFWM becoming a party to or bound by any compromise, assignment of property, scheme of arrangement, composition of debts or scheme of reconstruction in respect of any property or any person;
 - (e) OFWM failing or neglecting to exercise any of its powers;
 - (f) Any act, omission, laches or default on the part of OFWM where the liability of any person to OFWM would but for this prevision have been affected, released or discharged;
 - (g) The death or incapacity or notice to OFWM of the death or incapacity of any person;
 - (h) The bankruptcy of any person or the winding up or liquidation of any company;
 - (i) The dissolution or alteration in the composition of any partnership; or
 - (j) The release or discharge by OFWM of any property or person from any of the covenants or provisions of this guarantee or indemnity.
- vii. Until OFWM receives all moneys payable to it by the Customer, the Guarantors shall not be entitled on any grounds directly or indirectly to claim the benefit of any distribution, dividend or payment arising out of or relating to:
 - (a) the liquidation, official management, compromise, arrangement, amalgamation, reconstruction, winding up or dissolution of any corporation; or
 - (b) the assignment for the benefit of creditors, arrangement of composition with creditors, bankruptcy or death or any person; in competition with OFWM, so as to diminish any distribution, dividend or payment which, but for that proof, OFWM would otherwise have been entitled to receive.
- viii. The Guarantors must pay to OFWM:
 - (a) all OFWM costs outgoings fees and expenses of and incidental to any exercise or attempted exercise of OFWM rights under this guarantee and indemnity;
 - (b) interest at the rate of TWO PER CENT (2%) per month on all outstanding costs outgoings and expenses secured by this guarantee and indemnity calculated from the date of demand for payment by OFWM; and
 - (c) all duties payable under the Stamp Act 1921 and all filing and registration fees in connection with this guarantee and indemnity.
- ix. All acts and things which OFWM is required or empowered to do under this guarantee and indemnity may be done by it or its solicitor, agent, contractor or employee.
- x. This guarantee and indemnity will be binding upon each person who has executed it notwithstanding:
 - (a) the failure of any person named as a party to execute it; or
 - (b) the avoidance or unenforceability of any part of this guarantee and indemnity or collateral security.
- xi. In the event that any part of this guarantee and indemnity is or becomes void or unenforceable then that part shall be served from the remainder to the intent that parts that shall not become void or unenforceable shall remain in full force and effect and be unaffected by any severance
- xii. That OFWM may make enquiries as to the credit and financial situation of the indemnifier and further consents to the use of any information obtained as a result of those enquiries, including information disclosed in the Credit Application as OFWM reasonably sees fit from time to time, including:
 - passing the information on to a credit reporting agency
 - passing the information on to a debt collector
 - obtaining further personal information relating to the indemnifier from another body for any use reasonably connected with the provision of credit or the collection of debt subject to the provisions of the Privacy Act 1988
- xiii. This guarantee and indemnity shall be governed by and construed in accordance with the laws of the State of New South Wales and the parties hereto submit to the non-exclusive jurisdiction of the courts of New South Wales

Signature	Print Name	Date

Signature	Print Name	Date

Signature	Print Name	Date

Signature	Print Name	Date

SECTION 2 ALL APPLICANTS MUST COMPLETE THIS SECTION

CREDIT REFERENCES: PLEASE LIST YOUR MAIN SUPPLIERS (TRADING ACCOUNTS ONLY)

1.		A/C NO.		PHONE:	
2.		A/C NO.		PHONE:	
3.		A/C NO.		PHONE:	

IS THIS AN EXISTING BUSINESS? NO YES IF YES, PLEASE PROVIDE DETAILS BELOW

PREVIOUS OWNER DETAILS

OWNER'S NAME:					
COMPANY TRADING NAME:					
DATE OUTLET PURCHASED:			PREVIOUS OWNER CONTACT No:		
PERSON AUTHORISING PAYMENT OF ACCOUNTS:				POSITION:	
CONTACT DETAILS OF AUTHORISED PERSON:					

BUSINESS PREMISES: OWNED RENTED LEASED

TYPE OF BUSINESS:	
DATE YOU COMMENCED TRADING AT THIS OUTLET:	
DETAILS OF YOUR PREVIOUS BUSINESS:	
AFFILIATED OR PARENT BUSINESS OF APPLICANT:	

SPECIAL DELIVERY INSTRUCTIONS

Is the driver authorised to deliver goods where no signature is available at time of delivery?

If yes, Customer accepts full responsibility subject to the following delivery instructions: YES NO

CREDIT SORT/BANK DETAILS

Approximate monthly credit required (incl. of GST)

Trading Bank

Branch

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ENTITY RESPONSIBLE FOR PAYMENT (provide business name)

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METHOD OF PAYMENT (PLEASE TICK)

CASH CHEQUE ELECTRONIC FUNDS TRANSFER
(our account details will be advised if this option is preferred)

TO: Robert Oatley Vineyards Pty Ltd trading as Oatley Fine Wine Merchants ABN 63 118 584 928 of Level 3, 100 Pacific Highway St Leonards, New South Wales 2065 ("OFWM").

The Customer mentioned above hereby requests that OFWM provide it with goods ("Goods") on credit and agrees that all Goods are supplied on the following terms, on OFWM's Terms and Conditions of Supply and such other additional terms and conditions as OFWM may impose on a particular occasion or from time to time

CREDIT TRADING TERMS:

- 1 Unless alternative arrangements are made in writing between OFWM and the Customer, the customer must pay for all goods no later than the terms as specifically indicated in the Commercial Credit Account Application approved by OFWM (or, where not so specifically indicated in the Commercial Credit Account Application, no later than the end of the month following the date of invoice).
- 2 The amount of credit extended to a Customer is subject to review, and any decision to increase, decrease or revoke credit shall be at the sole discretion of OFWM.
- 3 In the event that Customer does not pay for the Goods by the due date, OFWM may, in addition to taking any other action, (a) Charge interest on all overdue payments at the rate of TWO PER CENT (2%) per month calculated daily for each day payment is overdue, and (b) Suspend all further delivery of Goods, whether or not any order has been accepted, or further performance of any contract with the Customer. The Customer will indemnify OFWM for all costs incurred by OFWM by reason of any overdue payment, including any collection or legal fees or costs of taking possession of Goods, and the costs will be added to the account of the Customer.
- 4 All cheques returned (Dishonor, Stop Payment, Refer to Drawer, Insufficient Funds) will be subject to a \$20.00 handling charge and will result in a review of credit.
- 5 Any expenses, costs or disbursements reasonably incurred by OFWM in recovering or attempting to recover any outstanding monies including debt collection agency fees and solicitor's costs shall be paid by the Customer.
- 6 The goods supplied by OFWM to the Customer will be at the Customer's risk immediately upon delivery and the Customer should insure the Goods thereafter against such risks as it thinks appropriate.
- 7 Property in the goods supplied will not pass to the Customer until such a time as the Goods and all other Goods supplied by OFWM to the Customer have been paid in full. Until such time, the Customer must store the Goods in such manner as is necessary to clearly show that they are the property of OFWM.
- 8 Until such time as the Goods have been paid for in full, the Customer is at liberty to sell the Goods in the ordinary course of its business as agent for OFWM and shall account to OFWM for the proceeds thereof. In the event that the Customer defaults in payment for Goods supplied on or before the due date, OFWM has the right (without giving notice) to retake possession of the Goods and the Customer hereby authorises OFWM or its representative to enter the premises upon which the Goods are housed or stored for the purposes of retaking possession and OFWM shall not be liable for any costs damages expenses or any other losses suffered by the Customer as a result of OFWM retaking possession of such Goods.
- 9 Should there be any variation in the information supplied by the Customer and as set out herein or in the structure of the Customer's business OFWM shall be notified in writing forthwith and, unless such notification of variation is given, the Customer and the Guarantors shall remain liable to OFWM as though any Goods supplied by OFWM were supplied to the Customer.
- 10 **AUTHORISATION TO OBTAIN INFORMATION REGARDING CREDIT WORTHINESS**
Privacy Amendment (Private Sector) Act 2000
The signatories to this agreement and guarantors where applicable ("Customer"), hereby authorises OFWM to obtain from a business which provides credit information a report or information in relation to the Customer's commercial credit worthiness or commercial dealings and use such information for the primary purpose of assessing this application for credit in accordance with any law with respect thereto in force for the time being.
The Customer hereby agrees that OFWM may contact any trade references or other credit references at any time whether now or in the future for the primary purpose of assessing credit worthiness.
The Customer hereby agrees that in the event of default of payment of the debts that OFWM may disclose all information relating to the Customer's account to its collection agency for the purpose of recovering any or all amounts outstanding.
- 11 In the case where the Customer is trustee of a trust, then this agreement binds the Customer both in its capacity as trustee of the trust and in its own right.

Signature	Print Name	Date

Signature	Print Name	Date



OATLEY
FINE WINE MERCHANTS

TERMS AND CONDITIONS OF SUPPLY

GENERAL

These terms and conditions cannot be varied without Robert Oatley Vineyards Pty Ltd, trading as Oatley Fine Wine Merchants ("OFWM") prior written consent. All goods ("Goods") will be supplied to the Customer only on these terms and conditions. Acceptance (by retaining the Goods or otherwise) of the Goods by the Customer will be conclusive acceptance of the terms and conditions of supply contained herein. The Customer must give OFWM one (1) month's notice in writing of any change in trading entity, the names of its principals, trading name, licence and/or address.

PRICING

All deliveries will be at wholesale price unless otherwise stated or agreed. Prices are subject to change at any time without notice. All wholesale prices include excise duty, where applicable, but exclude government Wine Equalization Tax (WET) and GST. WET will be charged where applicable. In all cases GST will be charged on the final net invoice price, after WET, if applicable. Prices are subject to any change in the amount of excise duty, GST, WET, freight or insurance between the date of order and delivery and any such amount will be reflected in the purchase price.

ORDERS

All orders are subject to acceptance by OFWM. Acceptance of all orders is at OFWM's sole discretion. Supply of Goods is subject to availability and to any order limits imposed in respect of Goods by OFWM. OFWM may, in its sole discretion, waive the application of an order limit in respect of an order. The Customer cannot cancel an order nor delay delivery once an order has been accepted, without OFWM's written consent. If the Customer wishes to claim a WET exemption (if applicable), the Customer must supply OFWM with the documentation required by OFWM. No claims for WET exemption will be accepted after the invoice has been processed.

MINIMUM ORDER QUANTITIES

National minimum order quantities apply to all sales orders. Higher minimum order quantities may apply for Regional areas outside of major cities – please consult your OFWM Account Manager or Customer Service if required.

FREIGHT, HANDLING AND INSURANCE FEES (WHERE APPLICABLE)

Delivery, handling and insurance ("The Services") will be provided by OFWM unless otherwise advised by the Customer in writing. The Services are the subject of a separate but optional contract between OFWM and the Customer. Where the Customer contracts for The Services, a delivery, handling and insurance fee ("The Services Fee") plus any additional delivery costs (see "Delivery" below) will be charged to the Customer's account. Cost for The Services have been met by OFWM on behalf of The Customer and where applicable, will be charged to the Customer's account and included in the composite invoice price. When The Services are provided to the Customer, The Services Fee charged to the Customer's account will be equal to 7% of the adjusted Landed Unit Cost ("LUC") price (the LUC price less The Services Fee). The Services Fee and any other additional delivery costs are separate and distinct from the amount charged for the supply of the Goods ("The Goods Price"). The Services Fee is included in the wholesale and/or LUC prices on an equalization basis unless a separate arrangement has been agreed between the Customer and OFWM. Where the Customer decides not to take up OFWM offer to perform The Services, the Customer must advise OFWM in writing beforehand so that arrangements can be made for reasonable access to be given to the Customer to pick up the Goods from the OFWM winery in Mudgee or to arrange for an alternative supplier to transport the Goods. Where the Customer elects not to acquire The Services, The Services Fee will not be charged.

DELIVERY

Where The Services (as defined in the paragraph above) are provided by OFWM, The Customer must specify the place of delivery when ordering Goods and may make specific arrangements for delivery and freight. There will be no extra charges for freight and handling fees over The Services Fee included in the wholesale price or the LUC price where delivered into capital city warehouses/stores, unless an urgent delivery is requested by the Customer (in which case OFWM reserves the right to invoice the Customer for any additional delivery costs); or the Goods ordered by the Customer are for 2 physical cases or less (in which case OFWM reserves the right to invoice the Customer for the freight rate of \$10 (plus GST). OFWM will also arrange freight and delivery of Goods outside a Capital City Area unless other arrangements are made by the Customer and will invoice the Customer for any additional delivery costs over and above The Service Fee. OFWM reserves the right to charge Freight at the rate of \$20 (plus GST) for all deliveries outside of the Capital City Area that are less than 5 physical cases. Where the delivery is equal to or exceeds 5 physical cases there will be no additional freight charge. A "Capital City Area" is an area determined by OFWM in and around the cities of Sydney, Melbourne, Brisbane, Perth and Adelaide (for particulars of the actual areas, please contact OFWM).

Risk in the Goods passes to the Customer upon delivery to the Customer or the Customer's carrier. OFWM may consign or ship goods to the Customer in installments at varying times. OFWM is not responsible for and does not accept liability for delay or non-delivery of goods. In the case of late delivery, the Customer must accept and pay for the goods delivered. Each delivery will be regarded as a separate contract.

PAYMENT TERMS

Payment terms will, at OFWM's sole discretion, be payment on delivery or credit. Where credit has been granted by OFWM, payment is due in accordance with the terms set out in the Commercial Credit Account Application approved by OFWM. Time is of the essence in respect of the Customer's obligation to make payment for goods sold by OFWM to the Customer. Payment will be treated as made (1) if cash is tendered, on the date it is tendered; (2) if a cheque (bank or otherwise) or other negotiable instrument is tendered, on the date upon which the cheque or other negotiable instrument is negotiated and cleared by OFWM's bank; (3) if a direct bank deposit is made, on the date when the funds become available to OFWM. Credit accounts are subject to OFWM's standard credit terms and conditions and credit approval by OFWM. Credit facilities on any amount may be withdrawn or varied at the discretion of OFWM without notice to the Customer. If the Customer's account has not been paid by the due date, OFWM may cease supplying goods to the Customer, withdraw credit facilities and/or forfeit allowances. OFWM may also charge interest at the rate of 2% per calendar month on all overdue amounts from the date of default until the date of payment (payable daily). Further, the Customer agrees to reimburse OFWM for any legal expenses actually payable (whether or not under a costs agreement), debt collection expenses or bank charges incurred by OFWM in the recovery or attempted recovery of overdue monies. The Customer must not deduct from the price any setoff, counterclaim or other sum without OFWM's written consent.

Any payments tendered by the Customer to OFWM must be applied as follows: (1) first as reimbursement for any legal expenses, debt collection expenses or bank charges set out above; (2) secondly, in payment of any interest charged to the Customer set out above; and (3) thirdly, in satisfaction or part satisfaction of the oldest portion of the Customer's account.

PAYMENT BY CREDIT CARD

OFWM may, at its sole discretion, allow a Customer to make payment for Goods by credit card. Where a Customer wishes to pay by credit card, a separate credit card service fee will be charged by OFWM. Such credit card service fee will have no bearing on the rights of the Customer in respect of claiming title in the goods whether the Customer pays for the goods in their own right. Such credit card service fee will be separate from the contract for the sale of the Goods and from any contracted freight services and will not form part of the LUC prices stated. OFWM may, at its sole discretion, elect to waive the credit card service fee.

The credit card service fee for payments made by Visa and Mastercard credit cards will be on charged at 1.5% of the amount invoiced. The credit card service fee for payments made by other American Express and other credit cards will be solely at the discretion of OFWM. These percentages are subject to change from time to time at OFWM's sole discretion. These credit card service fees are to recover the average cost incurred by OFWM in accepting payment by credit cards. The credit card service fees comply with the Reserve Bank of Australia Surcharging Standards issued in June 2012.

OVERDUE ACCOUNTS

Notwithstanding other relevant changes, if the Customer fails to make payments on the due dates, OFWM may, in addition to taking any other action (a) charge interest on all overdue payments at two percent (2%) per month from the due date until the date of the payment and (b) suspend all further delivery of goods or further performance of any other contract with the Customer.

CHANGE OF OWNERSHIP

The Customer agrees to notify OFWM in writing of any change of ownership of the customer within 7 days of such change and indemnifies OFWM against any loss or damage incurred by it as a result of the customer's failure to notify OFWM of any change.

RETENTION OF TITLE

All goods delivered by OFWM remain the property of OFWM and the title in any goods does not pass to the Customer until all debts owed to OFWM on any account whatsoever, including interest, bank charges, legal fees and debt collection expenses are paid to OFWM in full. The Customer in the meantime takes custody of the goods and retains them as fiduciary agent and bailee of OFWM. Until the goods have been paid for in full, the Customer: (1) must properly store, protect and insure the goods; (2) may sell the goods, in the ordinary course of business, but only as fiduciary agent of OFWM; the Customer has no authority to bind OFWM to any contract or otherwise and must not purport to do so; the Customer receives all proceeds, whether tangible or intangible, direct or indirect, of any dealing with the goods (including any proceeds from insurance claims) in trust for OFWM; and (3) and agrees not to sell, assign, charge or otherwise encumber or grant any interest over any obligations which any third party may owe to the Customer as a result of the resale of the goods. If the sale price of all goods sold by OFWM to the Customer is greater than the sum of (1) the proceeds actually received by OFWM in respect of all dealings by the Customer with the goods; and (2) all other payments received by OFWM in respect of the goods, the difference remains a debt owing by the Customer to OFWM. Without prejudice to any other rights of OFWM, OFWM is entitled to reclaim possession of the goods, even if they have been paid for in full, in satisfaction of all debts owing to OFWM, if any of the following events occurs: (1) the Customer defaults under these terms or conditions; (2) the Customer commits an act of bankruptcy; (3) a receiver is appointed to the Customer; (4) the Customer goes into liquidation, administration, or some other form of insolvency administration whether formal or informal; (5) the Customer ceases to carry on business; (6) the Customer enters into a scheme or compromises with its creditors; or (7) an application or order is made to or by a court or a resolution is passed for the winding up of the Customer or notice of intention to propose such a resolution is given. The Customer grants to OFWM and its employees and agents an irrevocable right to enter the Customer's premises, or any other premises where the goods are reasonably believed to be stored, without notice, to search for, inspect, take possession of and remove goods supplied. The Customer agrees that OFWM and its employees and agents will not be liable to the Customer or any person claiming through the Customer for any such action taken. The provisions of this clause apply despite any arrangement between the parties under which OFWM grants the Customer credit. Notwithstanding the foregoing, it is agreed that the goods are at the entire risk of the Customer from the time of delivery. The Customer must insure the goods at their cost from delivery of the goods until they are paid for in full against such risks as it thinks appropriate. OFWM may commence legal action against the Customer if the goods are not paid for within OFWM's usual credit terms or any separate arrangement for credit made by OFWM with the Customer although property in the goods has not passed to the Customer.

PERSONAL PROPERTY SECURITIES (PPSA)

The Customer grants and OFWM may register on the Personal Property Securities Register, a security interest in all and any sale of Goods under these terms and conditions, including but not limited to intellectual property and all other present or after-acquired property. The Customer warrants that all purchases under these terms and conditions are for commercial purposes only and, accordingly, the provisions of the Consumer Credit Act will not apply. The Customer and OFWM agree to contact-out of the PPSA in accordance with section 115 of the PPSA to the extent that the section applies for the benefit of, and does not impose a burden on, OFWM. The Customer waives its right to receive a copy of any Financing Statement or any Financing Change Statement registered by OFWM in respect of the security interest created by these terms and conditions. The Customer agrees to provide all relevant information and co-operate fully with OFWM to ensure that OFWM has a perfected security interest in the personal property charged and, if applicable, a Purchase Money Security Interest (PMSI). The Customer agrees that, until all monies owed to OFWM are paid in full, it shall not sell or grant any other Security Interest in the Goods.

CLAIMS PROCEDURE

Risk in the Goods passes to the Customer upon delivery to the Customer or the Customer's carrier

The Customer must report all claims to the Customer's relevant OFWM sales representative. Any claims of whatever nature must be reported in writing (including all of the particulars set out below) to the relevant OFWM sales representative within 7 days after receipt of goods or, to the maximum extent permitted by law, (1) the claim will be taken to be waived and will be barred and unenforceable; (2) the Customer will be deemed to forfeit any claims for damages or set off against OFWM; (3) the goods must be treated as having been accepted by the Customer; and (4) the Customer must pay for the goods in accordance with the provisions of these terms and conditions. The reported claim must, without exception, quote the invoice number, account name, delivery address and date, as well as all other relevant details pertaining to the claim.

CLAIMS LIABILITY

Subject only to any relevant statutory provisions which necessarily apply to the contract and cannot be excluded, all other terms, conditions, representations and warranties (whether express or implied and whether statutory or otherwise) are hereby expressly excluded and OFWM's liability is limited, at OFWM's option, to:

- the cost of replacing the goods: OR
- the cost of obtaining equivalent goods.

OFWM will not be liable to make any payment (whether by way of damages or otherwise) to the Customer for any indirect, consequential or economic loss or loss of profits or revenue, however arising.

ULLAGES & BREAKAGES

OFWM will accept faulty and/or out of condition goods (including label damage, dry breaks, leakers or short fills, etc) returned by the Customer provided:

- the goods are not out of shelf life;
- the goods are returned in their original packaging and the original invoice number is quoted;
- the goods were not broken or damaged after delivery and the seals on bottles are still intact; and
- the Customer notifies OFWM of its claim within 7 days of delivery of the goods in accordance with the "Claims Procedure" set out above.

OFWM will not accept return of goods for any reason other than those stated above. OFWM will not be liable in respect of faulty and/or out of condition goods if any act or omission of the Customer, including the manner in which the Customer stores the goods, causes or contributes to the goods being faulty and/or out of condition. OFWM's liability in respect of faulty and/or out of condition goods is limited to the invoice value of those goods, which, at OFWM's discretion, will either be replaced or credited to the Customer. Without prejudice to any other rights of OFWM, if the Customer does not quote the original invoice number, OFWM may, in its sole discretion, refuse the claim. If OFWM decides to accept the claim, even though no original invoice number is quoted, OFWM reserves the right to apply earlier pricing when crediting the Customer for the goods. Restaurant returns are only acceptable if goods are out of condition. No replacement or credit will be forthcoming on goods broken or damaged on the Customer's premises.

RETURN OF GOODS

In all cases, no goods will be returned to OFWM unless (1) they have been inspected by an OFWM sales representative; (2) OFWM's authorised representative has given written approval for their return; and (3) the "Claims Procedure" set out above is strictly adhered to. If OFWM's authorised representative has given written approval for the Customer to return the goods, then OFWM will pay for freight and cartage for their return.

PALLET EXCHANGE

Pallets that accompany goods purchased which are delivered by OFWM to the Customer do not become the property of the Customer. The Customer must, at the time of delivery, either replace the pallets delivered with pallets of an identical brand and condition or hire if pallets are under hire. If the Customer fails to or is unable to do this, OFWM may at its discretion either:

- charge the Customer for the cost of the pallets at a rate equivalent to the replacement cost to OFWM of the said pallets, or
- charge the Customer a fee equivalent to the hiring charge until the pallets are exchanged and/or the pallet accounts are reconciled.

INDEMNITY

The Customer indemnifies OFWM, regardless of any negligence on the part of OFWM, against: (1) all losses incurred by OFWM; (2) all liabilities incurred by OFWM; and (3) all costs actually payable by OFWM to its own legal representatives (whether or not under a costs agreement) and other expenses incurred by OFWM in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal), arising directly or indirectly as a result of or in connection with: (4) the entry by OFWM, its employees and agents onto any premises for the purposes of searching for, inspecting, taking possession of and removing goods supplied pursuant to the "Retention of Title" clause set out above; (5) the supply of goods by OFWM to the Customer; or (6) the supply of goods by the Customer to any third party, unless caused by willful misconduct on the part of OFWM or any of its employees or agents acting within the scope of their employment. The Customer is responsible for all such costs, whether or not OFWM has paid or satisfied them.

PRIVACY

Where goods are supplied to the Customer on credit the Customer irrevocably authorises OFWM, its employees and agents to make such enquiries as it considers necessary to investigate the credit-worthiness of the Customer including (without limitation) making enquiries from persons nominated as trade referees, the bankers of the Customer or any other credit providers (Information Sources) and the Customer authorises the Information Sources to disclose to OFWM all information concerning the Customer which is within their possession and which is requested by OFWM.

FORCE MAJURE

If a party is prevented from or delayed in complying with an obligation (other than to pay money) by an event beyond its reasonable control, performance by it of that obligation is suspended during the time, but only to the extent that, compliance is prevented or delayed.

ENTIRE UNDERSTANDING

The only terms and conditions that are binding on OFWM and the Customer are those set out in these terms and conditions and those, if any, which are imposed by law and cannot be excluded. These terms and conditions: (1) are the entire agreement and understanding between OFWM and the Customer on everything connected with the subject matter of these terms and conditions; and (2) supersede any prior agreement or understanding on anything connected with that subject matter. OFWM and the Customer have entered into these terms and conditions without relying on any representation by the other or any person purporting to represent the other.

WAIVER

A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. A waiver is not effective unless it is in writing. Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

SET-OFF

OFWM may set-off any amount owed to it by the Customer (including, without limitation, any amount that OFWM is entitled to recover under the terms and conditions outlined above) against any amount owed by OFWM to the Customer.

GOVERNING LAW AND JURISDICTION

The law of New South Wales governs these terms and conditions. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and of the Commonwealth of Australia.

FEDERAL GOVERNMENT CHARGES

Wine Equalization Tax – As a % of final net invoice value - Effective at date of printing.

Wine	29%
Wine – low alcohol	29%

(less applicable State rebates)

GST – As a % of net invoice value, after WET, if applicable - 10%

All data contained in the Price List is believed to be correct at XXXXXX 2015. The current published Price List forms part of these terms and conditions. Changes may occur from time to time which may not necessarily be reflected in this brochure. OFWM therefore reserves the right to change data without notice. Accordingly, this brochure should not be regarded as an infallible guide.