



REGISTRATION FORM &
APPLICATION TO PAY BY CREDIT CARD OR CASH
Please complete details below if you require to pay by credit card or
cash.
Phone 07 3875 2636 Fax 07 3875 2661

AREA SALES REP **SCOTT 0430 321 185**

TRADING NAME OF BUSINESS: _____

ABN: _____ LICENSE NUMBER: _____

COMPANY NAME: _____

FULL NAMES OF DIRECTORS
OR PROPRIETORS: _____

HOME ADDRESS: _____

DRIVER'S LIC NO: _____

DATE OF BIRTH: _____

HOW LONG HAVE YOU
OPERATED THIS BUSINESS? _____

BUSINESS ADDRESS: _____

DELIVERY TIMES: _____

CONTACT PHONE: Bus: _____ Home: _____ Mobile: _____

FAX/EMAIL: Fax: _____ Email: _____

CREDIT CARD # _____ EXP/DATE __/__/__

1% FEE APPLIES

NAME ON CARD: _____ CVV _____

Please Sign for Card Authority: _____

**RIVERCITY WHOLESALE LIQUOR PTY LTD ACN 100 877 852 ("RWL")-
TERMS AND CONDITIONS OF TRADE**

1. Prices are quoted by RWL in its wholesale price list and are subject to change without notice. Any increases in the rates of GST or wine tax will be passed on.
2. **Payment before or on Delivery-** Goods are supplied on the basis of full payment being due immediately before or on delivery. If payment is not made within seven (7) days of delivery the provisions of clause 4 will apply.
3. **Payment on Credit Terms-** Where RWL has approved an application for credit and you acknowledge that the provisions of our standard terms and conditions of credit apply to the supply of goods by RWL, goods will be supplied on the basis of full payment being made in the time specified.
4. If the conditions of clauses 2 or 3 are not complied with or you otherwise fail to comply with your obligations to RWL in any respect, RWL may-
 - revoke the credit accommodation and require any further purchases by you to be on a cash before delivery "CBD" basis.
 - require that all amounts owing to RWL for any reason whatsoever shall become immediately due and payable without deduction or interest.
 - if you are a company, RWL may require that the director/s or other nominated parties must give a guarantee and indemnity in the form RWL requires.
 - charge an account service fee of 2.0 per cent per month from the due date for settlement until the date payment is made
 - reserve the right to rescind all discounted quotations or rates and to recalculate outstanding charges
 - require that you pay any costs, commissions, and legal expenses whatsoever arising from the collection of any overdue monies and such interest, costs, commissions and legal expenses may be recovered as a liquidation debt.
5. Your liability under these terms and conditions will be joint and several.
6. Orders for product lines which are not normally stocked by RWL and which are ordered by RWL for supply to you cannot be cancelled.
7. RWL reserves the right to accept or decline any order in whole or in part. Where RWL makes a part delivery of an order each delivery shall constitute a separate contract and failure to supply a total order shall not invalidate the contract. RWL will not be liable for any transport delays in the performance of its obligations. Where RWL is required to redeliver goods a redelivery fee of \$15.00 will be charged.
8. To the maximum extent permitted by law, all conditions, warranties, representations, liabilities and obligations, whether imposed by statute or otherwise, in respect of the supply of goods, including any conditions or warranties as to merchantability, fitness, for purpose or correspondence with description, are excluded and all liability for loss or damage, whether consequential or otherwise and whether arising from negligence or from any other causes whatsoever is excluded.
9. In the event that RWL is found to be in breach of any condition, warranty, representation, liability or obligation not excluded by Clause 8, the liability of RWL in respect of such breach, will be limited at the option of RWL to the re-supply of the relevant goods and/or the payment of the cost of having the relevant goods re-supplied.
10. If RWL is held or found to be liable to the customer for any matter relating to or arising in connection with the supply of goods or services whether based on an action or claim in contract, negligence, tort or otherwise, the amount of damages you will be entitled to recover from RWL will be limited to the amount paid by you.
11. Risk in the goods passes to you on delivery but ownership in the goods supplied by RWL remains the property of RWL until you have discharged all outstanding indebtedness whether in respect of those goods or otherwise. You will allow RWL and RWL will be entitled to enter your premises and remove the goods at any time prior to payment in full being received.
12. Where RWL delivers goods to you, delivery is deemed to take place on receipt by you at your nominated address. Where you elect to pick up goods from RWL, delivery is deemed to take place when the goods leave the premises of RWL. Pallets supplied with goods are not sold or do not become the property of the purchaser. Pallets must be exchanged at point of delivery.
13. You and where you are not a company, each individual, charges with payment of the monies and compliance with all obligations owed by you to RWL all beneficial interests (freehold and leasehold) in land held now or in the future by you or each of you. Each of you agree that if demand is made upon you or any of you by RWL, you will immediately execute a mortgage and/or caveat, as required by RWL. If you fail to do so within a reasonable time of being so requested, you irrevocably and by way of security appoint AFM (Qld) Pty Ltd to be your true and lawful attorney to execute and register such instruments.
14. RWL may at any time set-off amounts owed by RWL to you from the amounts owed by you to RWL.
15. No claims levied against RWL in relation to loss or damage of goods will be considered unless all amounts owing by you to RWL have been paid in full or lodged in a Trust Account by way of security against non-payment.
16. Any claim in respect of short delivery, quality of goods or incorrect prices must be made to RWL within 24 hours of receipt of goods by you.
17. RWL is not under any obligation to accept goods returned by you and will do so only on terms to be agreed in each case. Goods which have been subject to chilling may not be returned. Returns must be made to the location nominated by RWL and must be sent freight paid. Returns not sent freight paid will have the amount of freight paid by RWL deducted from the credit. **A return fee of 5% will be charged.**
18. That the provisions of the "GST" and "Wine Tax" legislation will apply to this contact.
19. That in accordance with the provisions of the Privacy Act, if RWL considers it relevant to assessing my/our application for commercial credit, I/we consent to RWL obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by RWL. In accordance with the provisions of the Privacy Act, if RWL considers it relevant to collecting overdue payments in respect of commercial credit provided to me/us, I/we agree to RWL receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments. Under the Privacy Act, RWL is allowed to give a credit reporting agency personal information about your credit application, information which may be given to an agency includes, identity particulars, the fact that you have applied for credit and the amount, the fact that RWL is a credit provider to you, payments which become overdue by more than sixty (60) days and for which collection action has been commenced, advice that payments are no longer overdue, cheques drawn by you which have been dishonoured more than once, in specific circumstances, that in the opinion of RWL, you have committed a serious credit infringement, that credit provided to you by RWL has been paid or otherwise discharged.
20. If any provisions of these terms are found to be unenforceable for any reason then that provision will be severed from these terms and will not affect the enforceability of any other of these terms and conditions.
21. That the laws applicable to these Terms and Conditions is the law of the State of Queensland and the parties agree to submit to the jurisdiction of the Courts of that State.

1(print name) _____

2 (print name) _____

(signature) _____

(indicate if director, partner or sole trader)

(signature) _____

(indicate if director, partner or sole trader)