

RIVERCITY WHOLESALE LIQUOR PTY LTD ACN 100 877 852
GUARANTEE AND INDEMNITY

1. **A.** The guarantors acknowledge that (Company Name) _____ ACN _____
 ("The Company") has, at the request of the Guarantors, submitted an application to be supplied credit by RIVERCITY WHOLESALE LIQUOR PTY LTD ("RWL").

B. The guarantors acknowledge and agree that this Guarantee and Indemnity shall apply to the provision of credit to the Company by RWL, and that the Guarantee and Indemnity hereby granted is enforceable by any branch of RWL which has supplied credit to the Company.

OPERATIVE PART

1. The guarantors: -

a. guarantee punctual payment to RWL of all amounts which the Company does or may at any time in the future owe to RWL.
b. guarantee punctual and correct compliance with all obligations (including payment obligations) which the Company owes now or may in the future owe to RWL.

c. indemnify RWL against any loss it may suffer if the Company does not meet any of its obligations.

2. This Guaranteed Indemnity creates a principal obligation from the Guarantor to RWL and is in addition to any security RWL holds from the Company. This Guarantee and Indemnity may be enforced without RWL having to take any steps against the Company or its security.

3. This Guarantee and Indemnity is not affected and is still enforceable:-

- if any amount owing to RWL by the Company is not recoverable from the Company for any reason at all
- if RWL does not comply with any law or any agreement with the Company
- if RWL grants any time, release or other concessions to the Company or the Guarantor or any more of the Guarantors
- if one or more of the Guarantors or any other party does not execute this Guarantee and Indemnity
- in the event of death, incapacity, administration, bankruptcy or insolvency of the Company or any of the Guarantors
- if a payment by the Company or by any Guarantor to RWL is set aside in bankruptcy, litigation or official management of the Company or of any Guarantor.
- if a Guarantor ceases to be a Director or to be involved with the Company or the status changes at all.
- if RWL agrees to extend or increase at any time any credit limit imposed on the applicant
- if any other thing occurs which could otherwise limit the effect of the Guarantee and Indemnity

4. This Guarantee and Indemnity is a continuing Guarantee and Indemnity and is not wholly or partially discharged until all credit arrangements between RWL and the Company are ended, all amounts owing to RWL by the Company are paid, and all obligations of the Company to RWL are complied with in full.

5. Where there are two or more guarantors, their obligations are joint and several and none of them shall be discharged from their obligations under this Guarantee and Indemnity if:-

- this Guarantee and Indemnity is not enforceable against one of them or the liability of one of them ceases
- any Guarantor dies or
- if any one of them is unable to perform his or her obligations under this Guarantee and Indemnity

6. The Guarantors agree to waive all rights inconsistent with the terms of this Guarantee and Indemnity.

7. Each Guarantor charges with payment of the monies and the compliance with all obligations secured by this Guarantee and Indemnity all beneficial interests (freehold and leasehold) in real property held now or in the future by a Guarantor. Each guarantor agrees that if demand is made upon him or her or it by RWL, that Guarantor will immediately execute a mortgage or other instrument of security, or consent to a caveat, as required by RWL and against the event that he, she or it fails to do so within a reasonable time from being so requested, that Guarantor hereby irrevocably and by way of security appoints AFM (Qld) Pty Ltd to be his or her true attorney to execute and register such instruments.

8. Each Guarantor agrees that RWL may seek from a credit reporting agency, a credit report containing personal information about them to assess whether to accept them as guarantors for credit applied for or provided to the Company. The Guarantors agree that if RWL has approved the Company's application for credit, this Deed remains in force until the credit facility covered by the Company's application ceases.

9. If the Company is the trustee of a trust, the Guarantors warrant that the Company has full authority as trustee to enter into agreements for the supply to it of goods and services, or both on credit.

10. If a notice of demand is given to one of the guarantors it will mean it is given to all of them.

11. "The Company" includes its successors and assignees.

"Guarantors" includes the heirs, executors, administrators and assignees of each Guarantor.

IN WITNESS this Deed has been signed on the date set out below

DATED this day of / / 20

Signed by the Guarantor _____

Guarantor print name _____

In the presence of: Witness Signature _____

Witness print name _____

Signed by the Guarantor _____

Guarantor print name _____

In the presence of: Witness Signature _____

Witness print name _____

**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)

APPLICATION FOR CREDIT ACCOMMODATION

With RIVERCITY WHOLESALE LIQUOR PTY LTD ACN 100 877 852

43 Railway Parade ROCKLEA 4106

Tel: (07) 3875 2636 Fax: (07) 3875 2661

TO BE COMPLETED BY APPLICANT Date / /201 Are you trading as a public/private company, partnership, sole trader or other? Please specify-

If sole trader- Name	Date of Birth / /	Phone Business
Business Address	Drivers Licence No	Phone Home
Home Address	Contact Person	Mobile
If a registered company- Name	ABN	Phone Business
Registered Address of Company	BN if registered	Facsimile Business
Business Name	Contact Person	Mobile
Trading Address		Email address

Full names and addresses of proprietors, partners or directors

Name	Date of Birth / /	Position held
Address		Phone No.
Name	Date of Birth / /	Position held
Address		Phone No.
Name	Date of Birth / /	Position Held
Address		Phone No.

Business Details

Main business activity	Year Established / Liquor Lic. No
If you act as trustee of a trustee ,state its name	Amount of weekly credit Required \$
Bank Name & Branch	BSB NO. ACCOUNT NO.
Business References- Name	Phone No.
Name	Phone No.
Name	Phone No.

Note that our Terms and Conditions of Credit will apply to this account

If you are a private company, we require each of the directors to execute a Guarantee of Indemnity

Please seek independent advice if you do not understand this Credit Application or terms and conditions that apply to it.

RIVERCITY WHOLESALE LIQUOR PTY LTD ACN 100 877 852 TERMS AND CONDITIONS OF CREDIT ACCOMMODATION

I/WE AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS IN RELATION TO THE ACCOMMODATION OF CREDIT BY RIVERCITY WHOLESALE LIQUOR PTY LTD ACN 100 877 852 (“RWL”)

1. Upon the acceptance of these terms and conditions you agree to pay for all goods sold and delivered within seven days of the date of invoice and any variation to this payment term must be agreed in writing by RWL.
2. That RWL may in the event that the conditions in clause 1 are not complied with or you otherwise fail to comply with your obligations to RWL in any respect –
 - a. revoke the credit accommodation and require that further transactions by you be on a cash basis “CBD”
 - b. require that all amounts owing to RWL for any reason whatsoever shall become immediately due and payable without deduction or demand
 - c. rescind all discounted rates and recalculate the outstanding charges
 - d. charge an account service fee of 2.0% per month from the due date for settlement until the date payment is made
3. That you agree to pay any costs, commissions and legal expenses whatsoever arising from the collection of any overdue monies. Such interest, costs, commissions and legal expenses may be recovered as a liquidated debt.
4. If you are a company RWL may, at its discretion require that the Directors give a guarantee and indemnity in the form required by RWL. RWL reserves the right to require a guarantee and indemnity to be given by any person in any other circumstances.
5. Notwithstanding the passing of risk, all goods delivered by RWL to you remain the property of RWL until all goods supplied to you by RWL have been paid for in full. RWL reserves the right to enter your premises and recover the goods and/or dispose of the goods until all payments due has been received in full.
6. You and where you are unincorporated each proprietor, hereby charges with payment of the monies and compliance with all obligations owed by you to RWL under these terms and conditions all beneficial interests (freehold and leasehold) in real property held now or in the future by you. Each of you agrees that if demand is made upon you or any one of you by RWL you will immediately execute a mortgage in a registrable form or consent to a caveat, as required by RWL, to secure the interest of RWL pursuant to this equitable mortgage. 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 register and execute such instruments.
7. That all goods supplied by RWL to or for you are supplied only upon the terms and conditions contained in RWL’S Standard Terms and Conditions of Trade. Until altered conditions of trade are notified to you in writing, you agree that the current conditions of trade shall continue to apply.
8. That RWL may from time to time alter its standard Terms of Credit and such altered conditions or terms shall apply in respect of all transactions taking place after notification to you of such altered terms of credit.
9. That RWL may at anytime and without the need to provide a reason to you refuse to extend further credit to you and that its previous approval of you account application does not require RWL to extend to you any particular amount of credit.
10. RWL may at any time set off amounts owed by RWL to you from the amounts owed by you to RWL.
11. No claims against RWL in relation to loss or damage will be considered unless all amounts owing by you to RWL have been paid in full.
12. Where there is more than one account holder, each account holder shall be joint and severally liable under the terms of this Commercial Credit Application.
13. You agree to notify RWL of any change in ownership or address. Notwithstanding any change in the ownership/trading structure or any advice by it to RWL of such change, you will remain personally liable for any goods and services requested by you or on your behalf until you have received written confirmation from RWL that your account has been closed and full payment received and a new account has been opened in the name of the new entity.
14. RWL may require that you enter into further security documentation as a condition of granting further credit or continuing credit. If there is an inconsistency between the provisions of these security documents then the provisions of the security documents will prevail.
15. 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 agree to RWL obtaining from a credit reporting agency a credit report containing personal 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 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.
16. That failure by RWL to insist upon compliance with any provisions of these terms does not constitute a waiver of that provision and RWL shall be entitled to insist upon compliance with all procedures of these terms at anytime.
17. If any provision or part of a provision of these terms and conditions is found to be unenforceable then that provision or part of a provision shall be severed and the remaining provisions shall continue to be binding and have full force and effect on RWL and you.
18. The law 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.

I/WE DECLARE AND AFFIRM THAT:- I/WE HAVE READ AND UNDERSTAND THE TERMS OF THIS APPLICATION AND CONFIRM THAT THE TERMS WILL APPLY TO ANY CREDIT FACILITY PROVIDED BY RIVERCITY WHOLESALE LIQUOR PTY LTD TO ME/US; AND THE INFORMATION SUPPLIED BY ME/US, THE APPLICANT, IN THIS APPLICATION IS TRUE AND CORRECT AND ACKNOWLEDGE THAT RIVERCITY WHOLESALE LIQUOR PTY LTD AND ANY RELATED ENTITIES WILL USE THIS INFORMATION FOR THE PURPOSE OF ASSESSING MY/OUR COMMERCIAL CREDIT APPLICATION

SIGNED BY ALL DIRECTORS, PARTNERS, OR SOLE TRADERS AS APPROPRIATE

1(print name)

2 (print name)

(signature) _____

(signature) _____

Indicate if director, partner or sole trader

Indicate if director, partner or sole trader