

LIQUOR NET TRADING AGREEMENT

1411/168 Grey Street
South Bank
4101

Ph/Fax 07 3255 3256
Mobile 0419 714 612
Email lach@liquornet.net

Liquor Net have pleasure in enclosing a Trading Agreement. Please complete and return. If faxing the completed Agreement please ensure the original is also returned.

If a Partnership, all Partners are required to sign the front of the Agreement. If a Company, only one Director need sign the front of the Agreement but all Directors are required to execute the Guarantee documents. Please ensure all signatures are witnessed and the names of the signatories are written, as noted. Our standard "Conditions of Sale" are noted on the back of the Agreement.

Initial orders are to be on a C.O.D. basis until the Trading Agreement is received by and Credit Terms have been approved. We look forward to being of service to you and would appreciate any suggestions as to how we can assist your particular needs or requirements. Should you have any queries regarding your account or our Terms Of Trade, please contact me.

Yours faithfully

Lach McLean

TRADING AGREEMENT

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Trading Name: ABN: Phone:

Address for Delivery:

Fax:

Special Instruction: Mobile:

Manager/Contact Person: Email:.....

Credit Contact Person:

Mailing Address: Post Code:

Liquor Licence Number: Licensee (full name):

Licence Category: Nominee (full name):

Estimated Monthly Purchases:

Business Premises: Owned / Leased How long trading from these premises:
(If leased) Landlord's Name: Phone:

Commencement Date of Lease: Term of Lease:

OWNER INFORMATION - Tick whether: Sole Trader () Partnership () Company ()

If Sole Trader or Partnership complete Section A. If a Company complete Section B.

SECTION A

Owners Name/s:

Owners Home Address/es:

Owners Home Telephone Number/s:

SECTION B

Company Name: ACN:

(All Directors will be required to complete and sign "Directors Guarantee".) ABN:

TRADE REFERENCES: (Minimum of 3 required - Do not include Brewery Accounts.)

1: Phone: Account Opened:

2: Phone: Account Opened:

3: Phone: Account Opened:

Current Supplier:

.....

Bankers: Branch:

THE CUSTOMER EXPRESSLY AUTHORISES THE SUPPLIER TO CONTACT ANY OF THE CREDIT REFEREES OR THE CUSTOMERS LANDLORD TO ASCERTAIN INFORMATION CONCERNING THE CUSTOMER.

I/We the undersigned confirm our understanding and acceptance in full of Liquor Net terms and conditions of sale as detailed overleaf. Further it is agreed that for all purchases payment will be forwarded to reach the seller not later than 7 days from the date of the Invoice on which the goods were purchased (unless otherwise agreed in writing).

It is also agreed that in the event of payment not being made by the due date, the seller may at its discretion claim interest of 17.5 percentum per annum computed from the due date until payment is received. Liquor Net will be entitled to strictly enforce the terms of trade notwithstanding that it may from time to time grant time or other indulgence to the customer.

WE DO HEREBY WARRANT THE ACCURACY OF THE INFORMATION SUPPLIED TO YOU IN THIS CREDIT APPLICATION.

The Purchaser may elect to make payment by credit card (Bankcard Mastercard Visa) and the Purchaser acknowledges and agrees that where payment is made by credit card the Seller is entitled to charge the Purchasers credit card an account administration fee sufficient to cover any fees and or charges in relation to the Purchasers payment.

DATED THE **DAY OF** **20**

SIGNED: **PRINT NAME:**

SIGNED: **PRINT NAME:**.....

WITNESS: **PRINTNAME**.....

CONDITIONS OF SALE

1. By accepting delivery of the goods described overleaf, in whole or in part the purchaser acknowledges having purchased the goods subject to the conditions of sale hereafter set out.
2. Property in goods does not pass to the purchaser until
 - a) the purchaser has paid the purchase price in full and there is no purchaser's debt outstanding to the seller or
 - b) the goods are supplied and delivered to a sub-purchaser.
3. By the act of supplying and/or delivering goods to a sub-purchaser assigns the proceeds with respect to the goods to the seller absolutely and not by way of security.
4. The purchaser's debt shall be reduced to the extent of proceeds actually received by the seller and to the extent (if any) that any proceeds received by the seller exceed the purchaser's debt the seller shall be indebted to the purchaser in the amount of the surplus but nothing in this clause shall constitute the seller a trustee of the purchaser with respect to any proceeds or constitute the seller a mortgagee.
5. The purchaser shall - (a) the extent required by the seller, keep the goods separate from other goods in the possession of the purchaser, (b) account to the seller in specie in respect of any proceeds received by the purchaser, and (c) concur in directing any sub-purchaser to pay proceeds to the seller.
6. The purchaser shall take delivery of any goods supplied to it by the seller ex the premises of the seller and unless expressly provided to the contrary shall pay all freight and delivery charges in respect thereof and if any such charges are paid by the seller to purchaser shall reimburse the seller on demand the full amount of such charges.
7. The purchaser agrees that the goods shall be at the sole risk of the purchaser from the time the purchaser takes delivery.
8. The seller reserves the right to accept any order for the supply of goods in whole or in part or to decline any order. Where the seller makes delivery in respect of part only of an order these Conditions of Sale shall apply to the goods actually delivered.
9. To the extent to which the terms of any order differ from these Conditions Of Sale the acceptance thereof shall be deemed to be an offer to supply on the terms and conditions contained herein only and acceptance of the goods or services thereafter shall constitute an acceptance of the goods or services on these Conditions of Sale.
10. The purchaser agrees (at the purchaser's expense) to insure the goods under an enforceable comprehensive policy or policies of insurance in both the seller's and purchaser's names for an amount equal to the full insurable value of the goods against fire accident malicious damage and theft and such other risks as the seller may from time to time require and the purchaser shall pay on the due date all premiums payable in respect of such policy or policies of insurance and upon request produce proof of payment to the seller within seven (7) days of such date PROVIDED THAT by written agreement between the purchaser and the seller with respect to any goods or any class of goods such insurance may be arranged by the seller for a consideration to be agreed upon.
11. The purchaser shall pay to the seller the purchase price of the goods or services within the time provided in any invoice or statement in respect of the goods or services.
12. The Seller reserves the right to impose a surcharge on credit card transactions.

13. Where the seller requires the purchaser to undertake some specific activity and grants an allowance or subsidy for the same, the purchaser covenants with the seller that it shall comply with the terms and conditions upon which the grant is made.

14. The purchaser agrees that -

i) all implied conditions and warranties on the part of the seller in relation to any goods or services to be supplied by the seller hereunder are excluded to the maximum extent permitted by law to the intent so far as legally possible these Conditions of Sale shall comprise the entirety of the rights and obligations of the seller and the purchaser and (ii) subject to any non-excludable rights conferred on the purchaser by legislation no claims in respect of any goods or services supplied by the seller shall be recognised by the seller unless made in writing and notified to the seller by the purchaser within 7 days of delivery of the goods or the supply of the services to the purchaser.

15. As security for the performance of the purchaser's obligations the purchaser irrevocably appoints the seller as the purchaser's true and lawful attorney to recover any proceeds from any sub-purchaser and/or exercise the purchaser's right under any contract between the purchaser and any sub-purchaser including rights of repossession and resale of the goods.

16. (a) The purchaser is at liberty, subject to this clause, to supply and deliver goods to a sub-purchaser pursuant to any bona fide transaction in the normal course of the business of the purchaser.

(b) On the happening of any one or more of the following events, namely -

i) the purchaser fails to pay to the seller as and when due and payable any moneys comprised in the purchaser's debt (such moneys being due and payable at the time expressly agreed between the purchaser and the seller and in default of such agreement according to the normal terms of trade of the seller or, in respect of amounts not covered by the seller's ordinary terms of trade on demand by the seller).

(ii) a receiver and manager, liquidator, provisional liquidator, official manager or administrator is appointed over all or any of the assets of the purchaser or a scheme of arrangement is proposed or approved with respect to the purchaser.

(iii) a petition is presented for the winding up of the purchaser.

The seller may at its option exercise all or any of the following rights (notwithstanding any prior failure to exercise such rights).

(A) demand payment of the whole of the purchaser's debt then outstanding and the purchaser agrees to pay the same accordingly.

(B) take possession of all goods, title to which has not passed to the purchaser and for that purpose the purchaser authorises the seller, its servants or agents, and hereby gives its express consent to enter any premises where the goods may be situated and to take possession thereof.

(C) with or without taking possession of the goods sell the same by public auction or by private treaty by retail or wholesale for cash or on terms and generally as the seller thinks fit and apply the proceeds actually received by the seller after defraying expenses of sale and enforcement in or towards reduction of the purchaser's debt.

(D) the purchaser shall pay the same costs and expenses incurred by the seller or solicitors, legal advisors, mercantile agents and other agents acting on the seller's behalf in respect of any recovery or attempted recovery of either the purchaser's debt or possession of the goods (whether in whole or in part) and the amount payable shall form part of the purchaser's debt.

17. Pallets supplied with the goods are not sold and do not become the property of the purchaser. Pallets shall be held by the purchaser and kept in good order and condition for collection by the seller or its authorised agent.

18. These Terms and Conditions may be varied, added to or amended by the Seller at any time by notice to you in writing and the revised Terms and Conditions will take effect 7 days after

notice is forwarded to your last notified address unless you terminate this credit agreement in the meantime.

19. In these Conditions of Sale -

- a) "goods" means all goods supplied to the purchaser by the seller.
- (b) "proceeds" with respect to any goods means any moneys payable by a sub-purchaser to the purchaser under a contract for the supply of goods or under a contract pursuant to which goods are supplied whether or not such contract relates also to other matters.
- (c) "purchaser" means the person firm or company placing an order with the seller for the supply of goods or services.
- (d) "purchasers debt" means any moneys which the purchaser may owe to the seller in respect of the supply of goods or services or on any other account for any other reason whatsoever.
- (e) "purchase price" means the price stated on any invoice or any statement in respect of the goods or services or if no such price is stated therein the seller's normal selling price applicable to the goods or services as notified by other seller to the purchaser from time to time.
- (f) "seller" Liquor Net Pty Ltd (ABN 3809 137 1112) and includes any corporation which is within the meaning of the Companies (Queensland) Code, or any amendments thereof, related to Liquor Net and which supplies any goods or services to the purchaser or on whose behalf the seller supplies goods or services to the purchaser (whether or not the fact of agency is disclosed to the purchaser.)
- (g) "services" means all services (including goods) supplied to the purchaser by the seller.
- (h) "sub-purchaser" means any person to whom the purchaser supplies any goods.
- (i) "supply" includes sale.
- (j) (unless the context otherwise requires) the singular number shall include the plural and vice versa each gender shall include the other two and words denoting person shall include corporations.
- (k) "outstanding balance" means that portion of the purchasers debt which fall outside the agreed terms of credit.

GUARANTEE IN CONSIDERATION DO HEREBY AGREE

WE HEREBY AGREE

of your supplying goods upon credit to the said:

.....(hereinafter referred to as "the Debtor"),

I/We (name of Guarantor):

.....

Private address:

.....

and (Name of Second Guarantor):

.....

Private address:

.....

and (Name of Third Guarantor):

.....

Private address:

.....

and (Name of Fourth Guarantor):

.....

Private address:

.....

all in the State of for ourselves and each of our executors and administrators with you as follows:

1. We shall guarantee and be responsible to you for the due payment by the said Debtor of all sums of money presently owing by the Debtor to you and for all and any sums of money which may be owing to you from time to time arising out of the supply of goods and/or services to the said Debtor and in the event of the failure by the said Debtor to pay any and all such sums as referred to above upon demand and to be personally liable to pay you all and any sums such as shall become due and owing to you by the said Debtor.
2. This agreement shall be a continuing guarantee to you for all debts whatsoever and whensoever contracted by the said Debtor with you in respect of goods and/or services supplied by you to the said Debtor and our liability shall not be terminated or affected by the death of any one or more of us.
3. You are at liberty without notice to us at any time and without in any way discharging us from any liability hereunder to grant time or other indulgence to the said Debtor to accept payment from it in cash or by means of negotiable instruments and to compound with it or any drawers acceptors or endorsers of bills of exchange promissory notes or other securities received by you from it or on which it may be liable to you and to treat us in all respects as if we were jointly and severally liable with it to you instead of being merely surety for the said Debtor.
4. You will retain ownership of any goods supplied to the Debtor until payment is made for the goods, and for all other goods supplied to the Debtor.
5. You may at any time or times at your absolute discretion and without giving any notice whatsoever to us, refuse further credit or supplies of goods to the said Debtor.
6. That we do hereby warrant the accuracy of the information supplied to you in the attached "Trading Agreement" and this Guarantee.

DATED THIS DAY OF 20

SIGNED: (PRINT NAME):

SIGNED: (PRINT NAME):

SIGNED: (PRINT NAME):

SIGNED: (PRINT NAME):

WITNESS: (PRINT NAME):