

LOCK STOCK & BARREL

DISTRIBUTORS OF FINE WINE AND CRAFT BEER

To:

Date:

Lock Stock & Barrel have pleasure in enclosing our Trading Agreement.

Could you please complete the Trading Agreement in full and return it to our office.

If you trade as a Partnership, all Partners are required to sign the front of the agreement. If you trade as a Company, only one Director need sign the front of the agreement, but all Directors are required to complete and sign the Guarantee document.

Please ensure all signatures are witnessed and the names of all 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 completed agreement is received back in our office 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 Trading Terms & Conditions of Sale, please contact us.

Yours faithfully,

Naomi McNulty
General Manager

TRADING AGREEMENT

Trading Name:..... ABN:.....
 Address for Delivery :..... Phone:.....
 Special Instruction: Fax No.
 Manager/Contact Person:..... Mobile:.....
Accounts Contact Person: Mobile:

Mailing Address:.....
 Email Address: Website: (if applicable):

LIQUOR LICENCE: Licence No: Licence Category:
 Licence Full name: Nominee (full name):
 Estimated Monthly Purchases..... Nominee Mobile No:
 Business Premises: **Owned / Leased / Rented Monthly** (circle one) How long trading from these premises:.....
 If leased / rented - Landlord's Name.....Phone.....
 Commencement date of Lease / Rent Term :Term of Lease :Term of Rental:

OWNER INFORMATION - Tick whether: **COMPANY () SOLE TRADER () PARTNERSHIP ()**
 If a Company, complete Section 'A' If a Sole Trader or Partnership, complete Section 'B':-

SECTION 'A'
 Company Name:..... A C N:.....
 Number of Directors:..... (All Directors will be required to complete and sign the Guarantee Document attached)

SECTION 'B'
 Owners Name/s:.....
 Owners Home Address/s:.....
 Owners Home Telephone Numbers:.....

TRADE REFERENCES: (Minimum of 3 required)
 1:.....Phone:..... Date Opened.....
 2:.....Phone:..... Date Opened.....
 3:.....Phone:..... Date Opened.....

Bankers:..... Branch:.....

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 The customer authorises the supplier to contact any of the Credit Referees, or the customer's landlord, to ascertain information regarding the customer.
 I/We the undersigned confirm our understanding and acceptance in full of **Liquor Net Pty Ltd** (hereinafter referred to as "The Seller") 'Conditions of Sale' as detailed overleaf. Further it is agreed that for all purchases, payment will be forwarded to reach the seller no later than **15 days from the end of the month in which they were purchased.** 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 equivalent to the Business Overdraft Rate as quoted by the Seller's Bank as at the due date for payment, computed from the due date until payment is received. The seller may elect to accept payment by credit card (Mastercard, VISA or AMEX) and the purchaser acknowledges and agrees that where payment is made by credit card, the Seller is entitled to charge the purchaser's credit card an account administration fee sufficient to cover any fees and / or charges in relation to the purchaser's payment. The Seller will be entitled to strictly enforce the 'Conditions of Sale' not withstanding that it may from time to time grant time or other indulgence to the purchaser. **We do hereby warrant the accuracy of the information supplied to you in this Trading Agreement.**

DATED THE..... DAY OF.....20.....
 SIGNED:..... PRINT NAME:.....
 SIGNED:..... PRINT NAME:.....
 WITNESS:..... PRINT NAME:.....

CONDITIONS OF SALE

In this agreement Liquor Net Pty Ltd is referred to as "The Seller" and

is referred to as "The Purchaser"

1. By accepting delivery of the goods or services provided by The Seller, in whole or in part, the purchaser acknowledges having purchased the goods or services subject to the Conditions of Sale hereafter set out.
2. Property in any and all goods supplied by the seller to the purchaser does not pass to the purchaser until such time as the purchase price for any goods and / or services is paid in full to the seller and there is no purchaser's debt outstanding to the seller.
3. All goods are hereby charged by the purchaser in favour of the seller as security for payment to the seller which will continue in force until the full purchase price of all goods and / or services supplied to the purchaser by the seller is received by the seller.
4. The purchaser shall take delivery of any goods supplied to it by the seller on 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 the purchaser shall reimburse the seller the full amount of such charges.
5. The Purchaser agrees that the goods shall be at the sole risk of the purchaser from the time the goods leave the premises of the seller.
6. The seller reserves the right to accept any order for the supply of goods in whole or in part or to decline any order in whole or in part. Where the seller makes delivery in respect of only part of an order, these Conditions of Sale shall apply to the goods and / or services actually delivered.
7. 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.
9. The purchaser shall pay to the seller the full purchase price of the goods or services (including GST) within the time provided in any invoice or statement in respect of the goods or services or as stated on this document. **(ie: 15 days from the end of the month in which they were purchased).**
10. The purchaser acknowledges that all prices as quoted to the purchaser by the seller do not include GST unless otherwise stated and that the purchaser shall be responsible for the payment of GST (as applicable) effective at the time of purchase.
11. 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 that so far as legally possible their 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 48 hours** of delivery of the goods or the supply of the goods or services to the purchaser.
 - (iii) Liability for any defective goods that may be supplied by the seller to the purchaser shall be limited to the replacement of those goods and the seller shall not be responsible for any consequential loss or damage sustained by the purchaser or by any third party as a result of the failure of or damage caused by the said defective goods
 - (iv) The seller shall not be responsible in any way for loss or costs incurred by the purchaser as a result of the delay in the supply of any goods or services to the purchaser whether or not the seller has control over that delay.
12. 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 or repossession and resale of the goods.
13. The Purchaser shall be required to notify the seller in writing of any change or variation to the contact information contained herein pertaining to the purchaser and shall also be required to notify the seller in writing of any change to the shareholding, directorship, ownership or change in any executive position of the purchaser and the seller shall be entitled to require any new owner or director to sign any personal guarantee or other documentation as may be required by the seller at the sole discretion of the seller.
14. 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 Conditions of Sale of the seller or, in respect of amounts not covered by the seller's usual Conditions of Sale, on demand by the seller and/or,
 - (ii) A receiver and manager, liquidator or administrator is appointed over any or all of the assets of the purchaser; or a scheme of arrangement is proposed or approved with respect to the purchaser; or a notice is presented for the winding up of the purchaser if a Pty. Ltd. company or a petition under the Bankruptcy Act is presented in relation to any one or more of the owners of the of the purchaser, if a sole trader or partnership,
THEN 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 seller the 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 and be on a full indemnity basis.
 - (e) For the purpose of verification of any amount that may be owing to the seller from time to time by the purchaser, the seller may provide a certificate signed by the seller and that certificate shall be prima facie evidence that the amount is correct and that amount will be the amount deemed to be due and owing by the purchaser.
 - (f) To better secure payment of all monies which the purchaser may become liable to pay to the seller, the purchase hereby charges as beneficial owner thereof all those his freehold and leasehold interest in land both of which he is now possessed and which he may hereafter acquire along with all his personal property both presently owned by him and that which he may hereafter acquire. He further agrees that immediately upon demand being made upon him by the supplier, he/she will deliver to the supplier such Mortgage or Encumbrance or other instrument of security or consent to such caveat as the supplier may require duly executed or consented to by the customer and against the event that he/she should neglect or fail to do so, HEREBY APPOINTS the supplier as his lawful attorney for all such purposes of executing and registering such instruments.
15. The parties acknowledge that the terms contained in this agreement make up the entire agreement and that any variation to those terms is required to be in writing and signed by both parties verifying and agreeing to any such variation
16. The parties further acknowledge that this agreement is deemed to be entered into in the state of Queensland and within the local council authority from which the seller operates and any action consequential upon this agreement shall be instituted within that jurisdiction accordingly.
17. The purchaser hereby consents to the seller recording the details of this Agreement on the Personal Property Securities Register and agrees to do all things necessary and reasonably required by the seller to effect such registration. The purchaser waives any right or entitlement to receive notice of the registration of any security interest created by this instrument on the Personal Property Securities Register.
18. In these Conditions of Sale -
 - (a) "Goods" means any and all goods (or services) supplied to the purchaser by the seller.
 - (b) "Proceeds" with respect to any goods or services also means any moneys payable by a sub-purchaser to the purchaser under a contract for the supply of goods or services under a contract pursuant to which goods or services are supplied whether or not such contract relates also to other matters.
 - (c) "The Purchaser" shall include the person, firm or company named herein which places any 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 including GST where applicable or if no such price is stated therein the seller's normal selling price applicable to the goods or services from time to time.
 - (f) "The Seller" shall include any corporation which is within the meaning of The Corporations Act, or any amendments thereof, related to 'The Seller' 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. ("Supply" includes sale, unless the context otherwise requires)
 - (i) The singular number shall include the plural and vice versa; each gender shall include the other; and words denoting person shall include corporations.

Customer to initial:

GUARANTEE

IN CONSIDERATION of **Liquor Net Pty Ltd** (hereinafter referred to as "The Creditor") supplying goods and/or services upon credit to the said :

.....

(hereinafter referred to as "the Debtor"),

I/We (Name of first Guarantor):.....

Private address:.....Ph. No.

and (Name of Second Guarantor):.....

Private address:.....Ph. No.

all in the State ofDO HEREBY for ourselves and each of our

executors and administrators AGREE with you as follows:

1. I/We hereby jointly and severally guarantee payment to the Creditor of all sums of monies presently owing by the Debtor to the Creditor and any sums which may become owing from time to time arising from the supply of goods and/or services by the Creditor to the Debtor under the Terms & Conditions of Sale as contained in the associated Trading Agreement.
2. Should the Debtor for any reason whatsoever fail to pay any and/or all sums of money owing by it to the Creditor upon demand, we hereby jointly and severally agree to be personally liable to the Creditor and and to pay to the Creditor any and all sums owing by the Debtor including all Solicitors and / or Mercantile Agent costs and Court costs incurred by the Creditor in effecting recovery of the said debt on a full indemnity basis.
3. This agreement shall be a continuing guarantee to the Creditor, or it's assigns, for all debts whatsoever and whensoever contracted by the Debtor with the Creditor in respect of any goods and / or services supplied by the Creditor to the Debtor and our liability shall not be terminated or affected by the death of any one or more of us.
4. The Creditor is at liberty without notice to the Guarantors at any time and without in any way discharging The Guarantors from any liability hereunder to grant time or other indulgence to the Debtor, to accept payment in cash or by means of negotiable instruments or other securities and to treat the Guarantors in all respects as if the Guarantors were jointly and severally liable to the Creditor instead of being merely surety for the Debtor.

All Guarantors to initial :

5. The Creditor will retain ownership of any goods supplied to the Debtor until payment in full is made for the goods, and for all or any other goods or services supplied to the Debtor.
6. The Creditor may at any time or times at its absolute discretion and without giving any notice whatsoever to the Guarantors, refuse further credit or supplies of goods and/or services to the Debtor.
7. To better secure payment of all monies which the guarantor may become liable to pay to the supplier, the guarantors both jointly and severally hereby charges as beneficial owner thereof all those his/her freehold and leasehold interest in land both of which he/she is now possessed and which he/she may hereafter acquire along with all his/her personal property both presently owned by him/her and that which he/she may hereafter acquire. He/she further agrees that immediately upon demand being made upon him/her by the supplier, he/she will deliver to the supplier such Mortgage or Encumbrance or other instrument of security or consent to such caveat as the supplier may require duly executed or consented to by the guarantor and against the event that he/she should neglect or fail to do so, HEREBY APPOINTS the supplier as his/her lawful attorney for all such purposes of executing and registering such instruments
8. The guarantors further acknowledge that he/she/they will be jointly and severally responsible for the performance of all acts and the doing of all things that may be required of the purchaser in the accompanying Trading Agreement
9. I/We the Guarantors do hereby warrant the accuracy of the information supplied to the Creditor in the associated 'Trading Agreement' as supplied by the Debtor, and the information contained in this Guarantee.

DATED THIS.....DAY OF.....20.....

SIGNED:.....(PRINT NAME):.....

SIGNED:.....(PRINT NAME):.....

WITNESS:.....(PRINT NAME):.....

Address of Witness:

PLEASE NOTE:

IF YOU DO NOT UNDERSTAND ANYTHING IN THIS DOCUMENT, YOU SHOULD SEEK INDEPENDENT ADVICE.

LOCK STOCK & BARREL

DISTRIBUTORS OF FINE WINE AND CRAFT BEER

IF YOU HAVE DETACHED BOTTLE SHOPS PLEASE FILL OUT THE FOLLOWING.

Please attach the below Detached Bottle Shops (DBS) to
Trade application form, these will be paid by the nominated above & take full responsibility for these bottle shops accounts.

DBS1

Trading Name _____
Delivery Address _____
Phone # _____
Fax # _____
Email address _____
Contact _____

DBS1

Trading Name _____
Delivery Address _____
Phone # _____
Fax # _____
Email address _____
Contact _____

DBS1

Trading Name _____
Delivery Address _____
Phone # _____
Fax # _____
Email address _____
Contact _____

DATED THE _____ DAY OF _____ 20

SIGNED _____ (PRINT NAME): _____