

**Lamb Family Wines Pty Ltd**  
**T/as Douglas Lamb Wines ABN 33 008 490 328**  
PO Box 24 Woollahra NSW 1350 Tel (02) 9358 3079 Fax (02) 9358 6541

**CREDIT APPLICATION FORM**

REGISTERED COMPANY NAME.....

TRADING NAME.....ABN.....

TYPE OF BUSINESS: COMPANY / PARTNERSHIP / SOLE TRADER (identify one)

REGISTERED ADDRESS:.....

POSTAL ADDRESS:.....

TRADING ADDRESS:.....

LICENSEE - FULL NAME.....LIC NUMBER:.....

Accounts CONTACT:.....TEL NO.....FAX NO.....

APPLICANT's BANKER.....BRANCH.....

Three (3) TRADE REFERENCES ARE REQUIRED FOR CREDIT APPLICATION APPROVAL

(1) NAME.....PHONE.....

(2) NAME.....PHONE.....

(3) NAME.....PHONE.....

NAME AND HOME ADDRESS OF PRINCIPAL DIRECTOR(S)/OWNERS(S) OF BUSINESS

(1) NAME: .....POSITION.....

ADDRESS: .....

(2) NAME: .....POSITION.....

ADDRESS: .....

(3) NAME: .....POSITION.....

ADDRESS: .....

continued overleaf

Lamb Family Wines Pty Ltd T/as Douglas Lamb Wines CREDIT APPLICATION FORM P 2  
Trading Terms and Conditions

- (1) Douglas Lamb Wines are hereinafter referred to as the 'supplier'.
- (2) The Applicant is hereinafter referred to as the 'purchaser'.
- (3) The purchaser agrees to abide by the suppliers standard terms of payment which are that goods purchased in one month are:- "goods purchased in one month are due for payment by the 15th day of the following month" unless these terms are expressly varied in writing to the Purchaser by the Supplier.
- (4) The Supplier reserves the right to charge interest at 0.83% per month on all monies owing by the Purchaser that are outside the Supplier trading terms and further, the Purchaser agrees to reimburse the Supplier for any legal expenses incurred by the Supplier in collection of overdue monies.
- (5) Credit facilities on overdue accounts may be withdrawn or varied at the Suppliers discretion without notice to the Purchaser.
- (6) Claims in respect of goods supplied must be notified to the Supplier in writing and received by the Supplier within seven days of the date of delivery.
- (7) Subject only to the provisions of the Trade Practices Act which necessarily apply to the contract and cannot be excluded, all other implied terms, conditions and warranties are hereby expressly excluded and the Supplier's liability is limited to :
  - (a) The cost of replacing the goods
  - (b) The cost of obtaining the equivalent goods whichever is the lowest amount
- (8) The Purchaser agrees to exchange the Supplier's pallets that accompany the goods purchased, with pallets of an identical brand and condition. In the event that the Purchaser is unable to exchange the said pallets, the purchaser further agrees to be charged for the cost of the pallets at a rate equivalent to the Supplier's replacement cost of said pallets.
- (9) The minimum order is nine litres i.e one case (12x750ml / 24x375ml)
- (10) Please note that prices are subject to change without notice and are subject to a Federal Government Wine Equalisation Tax of 29% in the case of wines and a 10% Goods and services Tax in the case of wines and spirits.
- (11) Should you specify special delivery instructions outside of the Sydney metropolitan area – courier charges will be levied.
- (12) All goods delivered by the Supplier remain the Supplier's property (goods remain in the Supplier's ownership) and the title does not pass to the Purchaser until all debts owed to the Supplier including any balances existing at relevant times- due to any legal grounds, are settled.

I/We confirm that I/We have read and understand the particulars of this application and state that the information given above is true and complete. I/We acknowledge that I/We have read and accepted the terms and conditions applicable to obtaining a thirty (30) day credit account and agree to pay the account balance within the appointed time.

I/We authorise the issuer to make enquiries concerning my credit from any source. I/We understand that should default occur on any account resulting from this application, the issuer may report such default to the appropriate organisations .

I/We warrant that where the applicant is a company, firm or partnership that the person/s signing this application has full authority to complete this application on behalf of that company, firm or partnership.

APPLICANTS SIGNATURE/S

.....	.....	.....
PRINT NAME	PRINT NAME	PRINT NAME
.....	.....	.....
SIGNATURE	SIGNATURE	SIGNATURE

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

Please return this application by post; if transmitted by fax the signatories should initial page 1