

DEJA VU WINE CO

Deja Vu Wine Company Pty Ltd
ABN 79127368629
PO Box 387
Abbotsford VIC 3067

Bank Account: HSBC
BSB: 343 001 ACC: 328 103 299

Customer Service

	Email	Phone	Fax
Orders	sales@dejavuwines.com.au	1300 655 732	1300 656 166

Credit Department

	Email	Phone	Fax
New application enquiries	creditapplications@casama.com.au	03 9935 8406	1300 656 166
Existing account enquiries	accountsreceivable@casama.com.au	03 8413 8329	03 8413 8397

Deja Vu Credit Application - Customer Details

I hereby consent to the provision by the Company, of information in this Credit Application, to a credit reporting agency and collection of information from that Credit provider about my credit history (Please tick).

TRADING ENTITY TYPE: Company Partnership Sole Proprietor Other _____
Please specify if 'other'

IF SOLE PROPRIETOR: DOB _____

TYPE OF BUSINESS: E.g. Restaurant/Retail/Winery etc. _____

TRADING NAME: _____ ABN: _____

LEGAL ENTITY NAME: _____ ACN: _____

LICENSEE NAME: _____ *LIQUOR LICENSE #: _____

PREMISES ADDRESS: _____

_____ POSTCODE: _____

DELIVERY ADDRESS: _____ : Same as Premises

_____ POSTCODE: _____

(SPECIAL DELIVERY INSTRUCTIONS) _____

POSTAL ADDRESS: _____ : Same as Premises

_____ POSTCODE: _____

ACCOUNTS PAYABLE CONTACT NAME: _____

PHONE: _____ FAX: _____ EMAIL: _____

Account Statements/Invoices/Credits to be emailed to Accounts Payable email address.

Or other: _____. Or : DO NOT email – we require post to above Postal Address.

PURCHASING MANAGER NAME: _____

PHONE: _____ FAX: _____ EMAIL: _____

: Please DO NOT email me any information on any events or product updates.

ADDITIONAL AUTHORISED PURCHASER NAME: _____

PHONE: _____ FAX: _____ EMAIL: _____

: Please DO NOT email me any information on any events or product updates.

ADDITIONAL AUTHORISED PURCHASER NAME: _____

PHONE: _____ FAX: _____ EMAIL: _____

: Please DO NOT email me any information on any events or product updates.

Deja Vu Credit Application (continued) – Please Sign

The Customer hereby makes application to obtain a Credit Account with Deja Vu Wine Company Pty Ltd ("the Company"). The Company may approve the application at their discretion. Completion of this form does not automatically entitle the Customer to a Credit Account.

The account will be 14 Days EOM, which means payment is due on the 14th day of the month following the month of the invoice. Director's Guarantee's must be signed on page 6 of this application for a Credit Account to be considered or all accounts will be set up as PBD, Payment before Delivery.

ALL INFORMATION MUST BE COMPLETED IN FULL, INCLUDING SIGNATURES AND WITNESSES WHERE REQUESTED.

The Customer agrees with the Company that the Customer details are true and correct and that the Terms and Conditions of Trade attached hereto will apply to each and every transaction between the Customer and the Company. By completing this Credit Application, the Customer agrees that the Company may disclose the Customer details to a credit reporting agency for the purposes of obtaining information to determine whether or not any application for credit by the Customer should be approved. All information provided in this Credit Application and obtained from the credit reporting agency about the Customer, is retained and used by the Company strictly in accordance with Company's Privacy Policy which can be accessed on its website www.dejavuwines.com.au. The Customer must, where marked below, consent to the disclosure of information to the credit reporting agency and collection of the information from the credit reporting agency or the Company will not be able to process the application for credit.

The Customer declares that the Liquor Licence information provided on page 2 (marked *) complies with the Liquor Act 1992 and is correct and current. Any changes must be notified to the Company in writing.

The signatory confirms and agrees that he/she has read and understands all six pages of this application for credit account, and is authorised to execute this document on behalf of the Customer and that all Customer and Liquor Licence details are true and correct. Any changes to any of the details on this form must be notified to the Company in writing. Failure to do so may allow the Company to close the credit account.

Signature: _____ Date: _____

Printed Name: _____ Position/Title: _____

Credit Card Direct Debit Authority

- I wish to be debited automatically for my purchases via Credit Card
 No thanks, I DO NOT wish to be debited automatically (skip this section)

CARDHOLDERS NAME: _____ CARDHOLDERS PHONE: _____

(Please Tick applicable Box)

CREDIT CARD TYPE: VISA MASTERCARD

CREDIT CARD NUMBER: _____

EXPIRY DATE: ____/____/____ 3-DIGIT CARD VERIFICATION # (CCV): _____(required)

The cardholder authorises Deja Vu Wine Company Pty Ltd to deduct payments directly from my credit card from this date until advised in writing to cancel this authority and agree to the following Terms and Conditions (please choose one):

Option 1 – Payment before Delivery (Must choose this option if no Director's Guarantees are signed on page 6).
I authorise for my credit card details to be kept on file and due balances to be deducted prior to goods being delivered.

Option 2 – Per Invoice
I authorise for my credit card details to be kept on file and direct debited after each invoice (Allow up to 5 business days).

Option 3 – Monthly (Deferred Payment)
I authorise for my credit card details to be kept on file and due balances to be deducted each month on the 14th (or next working day after).

SIGNED: _____ DATED: _____

Terms and Conditions of Trade

MINIMUM ORDER QUANTITIES

All purchases of wine must be at least 18 litres (24 x 750ml or equivalent) per order, or of a wholesale value of \$250.00 (before taxes) or more.

PAYMENT TERMS

Nett all purchases and freight – Payable by the 14th day of the month following the month of invoice. Payment to the company, without any right of set-off or for part payment, shall be made in cash with the Customer's order. This is unless the Customer completes the company's Application for Credit and the company approves that Application and any conditions relating to that approval are satisfied by the Customer. Whereupon such "Account Customers" can make full payment for all invoiced items in any manner stipulated by the company. Full terms and conditions of sale and supply of services apply as per the company's Price List and as per the company's Application for Credit forms. Payments shall be made payable to the company. Payments by cheque shall not be deemed made until the cheques have been cleared.

PAYMENT BY CREDIT CARD

Notwithstanding the required arrangements for payment above, if, after ordering and being invoiced for the agreed prices for the goods and freight, an Account Customer wishes to pay by credit card, a separate service fee will be charged by the company. Such service fee will have no bearing on the rights of customers in respect of claiming title in the goods whether customers pay for the goods in their own right. Such service fee will be separate from the contract for the sale of goods and from any contracted freight services and will not form any part of the LUC prices stated. Customers are not obliged to pay by credit card. As noted above the service fee is only chargeable if an Account Customer wishes to pay by credit card after ordering and being invoiced. Therefore if an Account Customer pays by credit card when ordering, no such service fee will be charged. The service fee for payments made by credit card (other than American Express) will be on charged as 1.90% of the amount invoiced and for payments made by American Express will be on charged as 2.95% of the amount invoiced. These percentages are subject to change from time to time at the company's discretion. These service fees are to recover the average cost incurred by the company in accepting payments by credit cards. These service fees comply with the Reserve Bank of Australia Surcharging Standard issued in March 2013.

CLAIMS

All Goods will be at the Customer's risk ex-warehouse. The company can arrange freight (including any additional services) for the Customer unless declined by the Customer. If freight is declined, the Customer must make its own arrangements for delivery of Goods at its own cost. In order to recognise a claim for damage or loss during freight by the company's arranged carriers, the company must be notified at the time of delivery. Claims of any other nature will not be accepted unless made within 24 hrs of delivery. The company reserves the right to refuse any claim.

CHANGE OF OWNERSHIP

The Customer agrees to notify the company in writing of any change to ownership of the Customer within 7 days of such change, and indemnifies the company against any loss or damage incurred by it as a result of the Customer's failure to notify the company of any change. The company also reserves the right to withdraw the Customer's approved credit status in relation to the sale of Goods, and all outstanding amounts will become immediately due and payable and future deliveries can only be made by payment of cash on delivery.

OVERDUE ACCOUNTS

If the Customer fails to make any payment (whether for Goods or separately, for the provision of freight) by the due date, the company may, in addition to taking any other action: (a) charge interest on all overdue payments at two percent (2%) per month from the due date until the date of payment (or otherwise as allowed under the law), and (b) suspend all further delivery of Goods or further performance of any other contract with the Customer.

PRICES FOR GOODS AND FREIGHT

Prices for Goods and optional freight are subject to alteration without notice. The wholesale price stated in the price list excludes Wine Equalisation Tax (WET) but includes a component for freight arranged by the company under a separate contract, unless freight is declined by the Customer. The LUC price includes amounts for the following separate charges: (i) goods and WET under a separate contract; and (ii) Freight under another separate contract.

All Goods and freight (unless declined) are subject to GST. WET is calculated on the price of wine only unless exempt. Freight will be arranged by the company under a separate contract (at the customer's option) and be charged to the Customer's account, such costs are included in the LUC price unless declined by the customer, in which case no charge for freight will apply. The freight service charge (excluding GST) is 7.50% of the LUC price plus GST unless otherwise agreed. Where the customer declines freight, the customer must advise the company beforehand so that arrangements can be made for reasonable access for the customer to pick up the goods at the company's warehouse and/or offices. In these circumstances the freight charge will not apply and will be deducted from the LUC price. Freight charges above are calculated as a flat-rate ex-warehouse but only for minimum quantities of 5 cartons. Any fees payable in respect of overdue accounts and subsequent optional credit card arrangements are the subject of separate contracts and do not form any part of the consideration payable for goods and freight services within the LUC price.

RETENTION OF PROPERTY

Property in goods sold by the company will not pass to the Customer until the earlier of: -Payment in full of the price of the goods inclusive of any GST (excluding any freight charge and other fees, where applicable); and sale by the Customer to a bona fide purchaser in the ordinary course of the Customer's business. The Customer acknowledges and agrees that a continuing purchase money security interest is created by this retention of title provision granted by the Customer to the company, as the secured party, over the goods sold to the Customer. Where the Customer sells the goods to a bona fide purchaser in the ordinary course of Customer's business the Customer acknowledges and agrees the continuing purchase money security interest extends to all and any proceeds of the goods and this continuing purchase money security interest attaches to the goods and all and any proceeds of the goods as at the date the Customer signs this Application for Credit Account. The Customer will continue to ensure the company's priority against any subsequent security interest and/or purchase money security interest over the goods and/or proceeds where the Customer is the grantor of that security interest. The above

Terms and Conditions of Trade (continued)

retention of title clause is subject to the following conditions:- i) The Customer, for the purposes of preserving the company's interests, will on receipt of its goods ensure such goods are kept separate from that stock fully paid (the "other stock") where the Customer has clear property or title in the goods; (ii) Such demarcation of stocks shall continue until the company's stock has been fully paid for by the Customer; (iii) Subsequently, the Customer can transfer goods separately held to the "other stock" when the goods are fully paid for; (iv) All "unpaid stock will not only be kept separate by the Customer from the "other stock", but also sufficiently identified to enable the company to readily repossess such should the Customer not fulfil the terms for full payment within the required time; (v) In the event that the Customer defaults in the payment of any monies owing or an insolvency event occurs in respect of the Customer (meaning any step is taken for the liquidation or administration of the Customer or the appointment of a receiver, receiver and manager or other controller to any of the Customer's assets), then the company and its employees or agents shall have the right to enter without notice, upon the Customer's premises or any premises where the goods are known to be stored to repossess the goods and for this purpose, the Customer grants reasonable access rights to the company and its employees or agents shall be entitled to do all reasonable things necessary to secure re-possession; (vi) In the event the company's goods are ordered and delivered to the Customer's premises and then subsequently mixed in with the "other stock", or if the Goods are "used" (as interpreted under the tax law), the Customer will forfeit ownership in the "other stock" and title will revert back to the company for such stock until full payment is received by the company.

SECURITY FOR PAYMENT

This clause will only apply to present or future goods sold by the company to the Customer which are in the possession or control of the Customer and in respect of which property has passed to the Customer ("the Customer's goods"). The Customer grants a continuing security interest in the Customer's goods, and all and any proceeds thereof, to the company as the secured party, which attaches to the Customer's goods in favour of the company with due and punctual payment by the Customer of all indebtedness (present or future, actual or contingent) of the Customer to the company... The Customer will continue to ensure the company's priority against any subsequent security interest of any kind over the Customer's goods and/or proceeds thereof where the Customer is the grantor of that security interest.

PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA)

If Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest in connection with these Terms and Conditions of Trade, the Customer agrees that the following provisions of the PPSA will not apply: section 95 (notice of removal of accession), to the extent that it requires the company to give notice to the Customer, section 96 (when a person with an interest in the whole may retain an accession) subsection 121(4) (enforcement of liquid assets – notice to grantor); section 125 (obligation to dispose of or retain collateral); section 130 (notice of disposal), to the extent that it requires the company to give a notice to the Customer; paragraph 132(3)(d) (contents of statement of account after disposal); subsection 132(4) (statement of account if no disposal); section 135 (notice of retention) and section 143 (reinstatement of security agreement).

Notices or documents required or permitted to be given to the company for the purposes of the PPSA must be given in accordance with the PPSA. The Customer consents to the company affecting a registration on the PPSA register in relation to any security interest in connection with these Terms and Conditions of Trade and the Customer agrees to provide all assistance reasonably required to facilitate this. The Customer waives the right to receive notice of a verification statement in relation to any registration on the register. In these Terms and Conditions of Trade, the following words have the respective meanings given to them in the PPSA: account, proceeds, purchase money, register, registration, security interest and verification statement.

PROMOTIONAL AND BONUS GOODS

All Goods (including bonus Goods) provided in samples, tastings or exhibitions or in promotional campaigns (hereafter referred to as 'promotionals') in any form directly or indirectly to Customers for their own use or as giveaways or own sale are sold in conjunction with product invoiced, notwithstanding any reference to or otherwise in Customer orders. The cost of promotionals, unless otherwise agreed, shall be included in the selling price of any Goods invoiced. Invoices for specified orders shall be issued by the company showing a composite price for the products, including the cost of any promotionals provided. There is no requirement to itemise separately the amount for the promotionals, nor make any specific reference in invoices or in any other documents. All promotionals provided may be supplied in any form at the discretion of the company or in any specific agreement with the Customer. Such promotional goods may be disposed of by sampling, tasting, exhibitions or as otherwise agreed and includes those promotionals used on behalf of the Customer by the company. The cost of promotionals shall be recovered in the price of other goods sold and invoiced on an equalisation basis, notwithstanding variation in actual physical provision, and they shall still be regarded as being sold to the Customers, even if not fully recovered in the specific invoice price. The promotionals can be provided at any time, not necessarily at the time of the invoice of other goods and the company reserves the right to recover stocks of such from the Customer's premises if amounts owed are unpaid within the specified time.

GENERAL

Irrespective of any terms and conditions in the Customer's order form, or irrespective of the Customer not reading the Terms and Conditions of Trade, acceptance (by retaining the Goods or any other method) of the Goods ordered by the Customer will be conclusive acceptance of the Terms and Conditions of Trade contained herein. These Terms and Conditions of Trade may only be changed either by a written agreement signed by both the Customer and the company or by the company noting an amendment to these Terms and Conditions of Trade on the company's website or in the company's updated price lists. Any failure by the company to insist on strict compliance with any term of these Terms and Conditions of Trade or any delay by the company in exercising its rights under these Terms and Conditions of Trade will not constitute a variation or waiver of any term of these Terms and Conditions of Trade or any right available to the company. These Terms and Conditions of Trade will be governed by and construed in accordance with the laws in force in the State of Victoria, Australia and the company and the Customer submit to the exclusive jurisdiction of the courts of that State.

Director's Guarantee and Indemnity – Please Sign

In consideration of Deja Vu Wine Company Pty Ltd ACN 127 368 629 ("the Company") agreeing at any time and from time to time to supply goods or services to the Customer, we the undersigned hereby agree with the Company who supplies the Customer with goods or services at any time and from time to time as follows:-

1. We acknowledge that the Company relies upon this Guarantee and Indemnity as security for payment in respect of any goods or services at any time or from time to time supplied by the Company to the Customer and that this Guarantee and Indemnity will apply notwithstanding the date upon which or the terms and conditions upon which the Company supplies those goods or services to the Customer or any variation to these terms and conditions of Trade. We further acknowledge that we may cancel by writing this Guarantee and Indemnity but such withdrawal will not affect our liability under this Guarantee and Indemnity for or arising out of the supply by the Company to the Customer of goods or services prior to the date of such cancellation by writing.
2. To be jointly and severally answerable and responsible to the Company for any liability incurred by the Customer howsoever arising out of or in connection with the supply by the Company of goods or services to or at the request of the Customer and in or arising out of any breach of any applicable terms and conditions under which those goods or services are supplied notwithstanding that we may not have notice of them or any of them.
3. To guarantee to payment to the Company on demand of any amounts due or owing to the Company by the applicant, and to jointly and severally indemnify the Company against all losses costs and expenses the Company may incur in relation to any default by the Customer.
4. This guarantee shall be a continuing guarantee to the Company for all debts whatsoever and whensoever contracted by the Customer with the Company.
5. The Company is at liberty without notice to me/us and without in any way discharging me/us from liability hereunder to grant time or other indulgence to the Customer and to accept payment in cash or by means of negotiable instruments and to treat me/us in all respects as though I/we were jointly and severally liable with the Customer to the Company instead of being merely surety for the Customer.
6. The Company may at any time at its absolute discretion and without notice to me/us, refuse credit or supplies of goods or services to the Customer without discharging or impairing my/our liability under this guarantee.
7. This guarantee shall be enforceable against me/us notwithstanding that any negotiable or other securities referred to herein or for which it shall extend or be applicable shall at the time of proceedings being taken against me/us on this guarantee be outstanding or in circulation.
8. I/We agree that the Company may disclose information contained in this guarantee to a credit reporting agency and a credit provider and obtain a credit report containing personal information about me/us to assess whether to accept me/us a guarantor for credit applied for, or provided to the Customer named in the application or to recover an outstanding amount due under this guarantee.

I do not need to sign a Guarantee, I will pay before delivery. (Skip this section)

Dated the _____ (date) day of _____ (month) 20____ (year)

*To be signed by at least one ASIC registered Director. Void without Witness. Address, DOB and Drivers Lic # required.

1) Signature of the **Guarantor**:

Printed name of **Guarantor**:

Full private address of **Guarantor**:

DOB: _____ Drivers Lic # _____

2) Signature of the **Guarantor**:

Printed name of **Guarantor**:

Full private address of **Guarantor**:

DOB: _____ Drivers Lic # _____

3) In the presence of (**Witness** signature):

Printed name of **Witness**:

Full private address of **Witness**

DOB: _____