



RedWaxWines

Trading Application

The following business wishes to make application for a credit account with Vino Ventures (Aust) Pty Ltd (ABN 150 771 234) trading as Red Wax Wines ("Red Wax Wines") in accordance with Red Wax Wines' terms of payment as set out below.

Business Details:

Trading Name: _____ ABN: _____

Company / Legal Name: _____

Type of Business: Sole Trader / Private Company / Partnership / Public Company

Liquor License No.: _____ Years trading or date established: _____

Business Address: _____

_____ State: _____ Postcode: _____

Delivery Address (if different to above): _____

Special Delivery Instructions (if any): _____

Main Tel _____ Fax: _____

Main contact person(s) we will deal with: _____

Their direct phone no: _____ email address: _____

Name of Accounts payable person: _____ Phone: _____

Their direct phone no: _____ email address: _____

Credit Application

Trade References:

1. Company: _____ Contact person: _____

Years trading with you: _____ Phone no: _____

2. Company: _____ Contact person: _____

Years trading with you: _____ Phone no: _____

3. Company: _____ Contact person: _____

Years trading with you: _____ Phone no: _____

Legal ownership of all goods supplied by Red Wax Wines will remain the property of Red Wax Wines until the full invoice amount has been paid.

Business's banking details:

Bank _____ Branch _____ Account Name _____

Credit and Terms of Payment:

Payment for Red Wax Wines invoices is due **30 days** after each invoice date, unless alternative arrangements have been made and agreed upon. Goods remain the property of Red Wax Wines until invoices are fully paid – no claim can be made against ownership unless prior agreement in writing by Red Wax Wines.

Please return to Red Wax Wines:

E-mail – brad@redwax.com.au

Snail Mail – 67/418 Murray Street, Perth WA 6000



RedWaxWines

Director's Guarantees:

Company directors are required to be guarantor for their company should it fail to make payment.

Full name and addresses of **Proprietors or Directors ("Guarantors")** making this guarantee:

Name: _____ Position _____

Residential Address: _____ State: _____ Postcode: _____

Name: _____ Position _____

Residential Address: _____ State: _____ Postcode: _____

Credit Agreement

The above Directors are here on called "the Guarantors" which expression includes the Guarantors' personal representative(s). In consideration of Red Wax Wines agreeing to supply or continuing to supply to your company, which is mentioned above ("the Principal Debtor"), goods and or services on credit, the Guarantors hereby agree with Red Wax Wines as follows:

1. The Guarantors hereby jointly and severally guarantee the due payment to Red Wax Wines of all monies and interest thereon now and /or hereafter owing by the Principal Debtor to Red Wax Wines for all such goods and /or services as Red Wax Wines may from time to time supply or have already supplied to the Principal Debtor.
2. This Guarantee shall be a continuing Guarantee for all debts whatsoever and whensoever incurred by the Principal Debtor with Red Wax Wines provided however that if the Guarantors each shall give Red Wax Wines not less than fourteen (14) days written notice of their desire to be released from this Guarantee and if at the expiration of such period of notice all liabilities of the Principal Debtor to Red Wax Wines have been discharged, then this Guarantee shall cease to be of effect.
3. As between Red Wax Wines and the Guarantors this guarantee shall be a principal obligation so that the obligations of the Guarantors are entirely independent of the obligations of the Principal Debtor to Red Wax Wines.
4. Red Wax Wines shall be at liberty, without notice to the Guarantors at any time and without in any way discharging the Guarantors from liability as guarantors hereunder, to grant time or other indulgence to the Principal Debtor and to accept payment from the Principal Debtor.
5. All payments received by Red Wax Wines from the Principal Debtor or any liquidation thereof shall be taken and applied by Red Wax Wines as payments in gross and any right of subrogation to Red Wax Wines which the Guarantors may have against the Principal Debtor or any Liquidator thereof shall not arise until Red Wax Wines has received the full amount owing. Any ultimate balance that may remain owing subsequent to the final distribution of the Principal Debtor's assets is and shall remain the liability of the Guarantors.
6. Notice to be served on the Guarantors concerning any matter relating to this Guarantee shall be sufficiently served if posted to the Guarantors by registered mail at their aforesaid personal addresses. The law of Western Australia shall govern this Guarantee.
7. Words importing the plural number or the singular number in this Guarantee include the singular number and plural number respectively.

As directors or proprietors of the business applying for credit, I have read, understood and agree to abide by the Red Wax Wines trading and credit terms as set out above, and understand the consequences in the event of nonpayment.

Dated this _____ day _____ month _____ year

At: Address _____ State _____ Postcode _____

Name _____ Signature _____

Name _____ Signature _____

Witness

In the presence of (full name of witness) _____

Signature of witness: _____ Position _____

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