



Casama Group Pty Ltd t/as:

- red+white
- Mezzanine
- Mezzanine - The Fine Wine Specialist (NSW)
- Lionel Samson & Son (WA)
- Estate Wine Distributors (NSW)

ABN 80900506387
Level 3/112 Trenerry Crescent
Abbotsford VIC 3067

Bank Account: ANZ BANK
BSB: 013 006 ACC: 775052527

New Accounts

Phone: 03 9935 8406	Fax: 03 8413 8397
Email complete applications	creditapplications@casama.com.au
Accounts Receivable email	accountsreceivable@casama.com.au

Customer Service

Phone: 1300 780 074	Fax: 1300 780 076
VIC	customerserviceVIC@casama.com.au
NSW	customerserviceNSW@casama.com.au
TAS	customerserviceTAS@casama.com.au
QLD	customerserviceQLD@casama.com.au
SA	customerserviceSA@casama.com.au
WA	customerserviceWA@casama.com.au

Casama Credit Application (continued)

The Customer hereby makes application to obtain a Credit Account with Casama Group 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 5 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. 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.

The Customer declares that the Liquor Licence information provided on page 3 (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 five 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.

Signed For and on behalf of the Customer: Date:.....

Print Name: Position/Office held:

OFFICE USE ONLY

Internal Use Only - Casama Group

RW

MEZZ

LSS(WA/EWD/NSW)

Area Manager Code assigned			
Channel Code assigned			
DG signed with witness & addresses	*Payment before Delivery if missing YES / NO		
Area Manager Comments			
Authorised			

Customer Details

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

TYPE OF BUSINESS: Eg: Restaurant/Retail/Winery etc. _____

TRADING NAME: _____ ABN: _____

LEGAL ENTITY NAME: _____ ACN: _____

LICENSEE NAME: _____ *LIQUOR LICENSE # _____

PREMISES ADDRESS: _____ POSTCODE: _____

DELIVERY ADDRESS: _____ POSTCODE: _____

(SPECIAL DELIVERY INSTRUCTIONS) _____

POSTAL ADDRESS: _____ POSTCODE: _____

PURCHASING MANAGER NAME: _____

PHONE: _____ FAX: _____ EMAIL: _____

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

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.

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): _____

The cardholder authorises Casama Group 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 5).
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
I authorise for my credit card details to be kept on file and due balances to be deducted each month on the 15th (or next working day after).

SIGNED: _____ DATED: _____

Terms and Conditions of Trade

MINIMUM ORDER QUANTITIES

QLD: Apply to purchases which include the following lines: Table wines & spirits – minimum 2 cartons; 18 litres, - Glassware – No broken cases & minimum 2ctns, Water – No broken cases - minimum 6 cartons. A repack fee per order of \$7.00 plus GST will be applied for split wine cartons.

ALL OTHER STATES: Apply to purchases which include the following lines: Table wines & spirits – 9 litres, - Glassware – No broken cases.

PAYMENT TERMS

Nett all purchases and allied services - Payable by the 14th day of the month following the month of purchase

Payment to the company shall be made prior to delivery of the Customer's order unless the Customer completes the company application for Credit and the company approves the Customer's current credit rating, whereupon full payment for all invoiced items shall be made by the fourteenth day of the month which immediately follows the month in which the Goods have been delivered to the Customer. Full terms and conditions of sale and supply of services apply as per the company's Price List and as per account application for credit forms. Cheques and payments shall be made payable to the company. Payments by cheque shall not be deemed made until the cheques have been cleared.

CLAIMS

All Goods will be at the Customer's risk ex-warehouse.

In order to recognise a claim for damage or loss during transport by the company 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.

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.

OVERDUE ACCOUNTS

Notwithstanding other relevant finance charges (see below), if the Customer fails to make payments on the due dates, 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, and (b) suspend all further delivery of Goods or further performance of any other contract with the Customer.

PRICES

Prices for Goods and allied services are subject to alteration without notice. The wholesale dozen price excludes WET but includes certain services costs for freight and finance but not all recoveries, which are recovered in the LUC price. The LUC price includes the cost of all goods and services as well as WET. All wines, spirits, glassware, accessories and allied services are subject to GST and Wine Equalisation Tax on wine only. Delivery, handling and finance services will be to the Customer's account such costs having been met by the company on behalf of the Customer. These costs will be the subject of a separate but optional contract, fees for which are included in the composite invoice price as well as in the wholesale and LUC prices. These services will be taken to apply unless the Customer advises to the contrary. The 4.88% freight and the 1.54% finance services fees (where applicable) are equal in total to 6.42% of the LUC price plus GST and other cost recoveries unless otherwise agreed upon. These fees are, for administrative purposes, determined on an equalisation basis. Where the customer elects to opt out of services, the customer must advise the company beforehand so that arrangements can be made for reasonable access for the customer to pick up and pay for the goods at the company warehouse and/or offices. In these circumstances the above service charges will not apply and accordingly will be deducted off the full price of goods and services. There will be no extra charge for freight over and above the freight and handling fees included in the LUC or wholesale price referred to above where delivered inside the Metropolitan area and in the Country area for minimum quantities of 5 cartons.

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 service charges 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 agrees to execute any financing statement and/or financing change statement as directed by the company and agrees the company's continuing purchase money security interest in the goods and/or proceeds has priority to any other security interest of any kind. 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 retention of title clause is subject to the following conditions:-(i) The Customer, for the purposes of preserving the company 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 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 the company goods are ordered and delivered to the Customer's premises and then subsequently mixed in with the Other Stock, 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 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 and all and any proceeds as at the execution of this Application for Credit Account by the Customer. The Customer agrees to execute any financing statement and/or financing change statement as directed by the company and agrees the company's continuing security interest in the Customer's goods and/or proceeds thereof has priority to any other security interest of any kind. 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.

PROMOTIONAL AND BONUS GOODS

All Goods (including bonus Goods) provided in samples, tastings or exhibitions or in promotional campaigns ('promotionals') in any form provided 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 consideration 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, 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 sale contained herein.

Guarantee and Indemnity

In consideration of Casama Group Pty Ltd ACN 004 564 069 ("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. 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.

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

1) Signature of the **Guarantor**:

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

Printed name of **Guarantor**:

Printed name of **Witness**:

Full private address of **Guarantor**:

Full private address of **Witness**:

DOB: _____ Drivers Lic # _____

DOB: _____

2) Signature of the **Guarantor**:

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

Printed name of **Guarantor**:

Printed name of **Witness**:

Full private address of **Guarantor**:

Full private address of **Witness**:

DOB: _____ Drivers Lic # _____

DOB: _____