

WHOLESALE WINE SERVICES PTY LTD

ABN 66 007 229 290

2B Chapel St, St Kilda East, Victoria 3183

Fax: 03 9261 1899

Email orders direct to: orders@wholesalewines.com.au

Email account queries to: accounts@wholesalewines.com.au

APPLICATION FORM

TRADING AS

NELSON WINE CO.

EST. 1993

(03) 9261 1800



PRIMEWINES

1300 720 006



(03) 9261 1800

Wholesale Wine Services Pty Ltd

ABN 66 007 229 290

CREDIT APPLICATION

PLEASE NOTE: ALL NEW ACCOUNTS ARE TO PAY (EITHER BY EFT OR CREDIT CARD) PRIOR TO DELIVERY OF ORDER FOR THE FIRST 3 MONTHS. AFTER THIS PERIOD, THE CUSTOMER WILL MOVE TO A 14 DAY ACCOUNT.

BUSINESS DETAILS

APPLICANT'S FULL NAME(S) ("Applicant")

FULL TRADING NAME
(Is this Trading Name a Registered Business Name? YES NO)

REGISTERED COMPANY NAME

ABN LIQUOR LICENCE NO:.....

BUSINESS ADDRESS
..... STATE POST CODE

BUSINESS PREMISES Owned Leased Mortgaged Rented

NATURE OF BUSINESS DATE BUSINESS ESTABLISHED

BUSINESS STRUCTURE Sole Trader Private Company Public Company Trust
 Partnership Co-operative Incorporated Association Government Authority

CONTACT DETAILS

POSTAL ADDRESS (if different to above)
..... STATE POST CODE

TELEPHONE FAX EMAIL

CONTACT PERSONS - Accounts Telephone: Email: ..

- Winebuyer Telephone: Email: ..

DELIVERY INSTRUCTIONS (must be 3 hour window)

Times: 9am-12pm 2pm-5pm Other: (Please specify) Betweenand.....

Days to Deliver: Monday Tuesday Wednesday Thursday Friday

SPECIAL DELIVERY INSTRUCTIONS:

CREDIT REQUIRED

ESTIMATED AMOUNT OF MONTHLY CREDIT REQUIRED \$

ALL OWNERS' / DIRECTORS' DETAILS

NAME NAME

PRIVATE ADDRESS PRIVATE ADDRESS

PHONE PHONE

DATE OF BIRTH DATE OF BIRTH

DRIVERS LICENCE NO DRIVERS LICENCE NO

INSOLVENCY

Have any of the directors or proprietors been bankrupt or associated with an insolvent company? YES NO

If Yes, NAME YEAR OF BANKRUPTCY / INSOLVENCY

TRADING REFERENCES (Preferably wine or liquor related references, excluding C.U.B., Coca Cola & Schweppes.)

NAME	ADDRESS	PHONE
1.	(.....)
2.	(.....)
3.	(.....)
4.	(.....)

CORPORATE TRUSTEE

Where the Applicant makes this application as a Trustee, it warrants and declares that it has the power and authority to make and execute this Credit Application and that all rights of indemnity which it now has or may have in the future or may otherwise have against the property of the Trust of which it is a Trustee or beneficiary or both, have not been modified or excluded as a result of any act, matter or document made or executed by it or as a result of any breach of fiduciary duty or in any other way. It warrants and declares further that it is has not released and shall not release in the future and shall not cause or permit to be released, lost or diminished in any manner whatsoever, any such rights of indemnity.

NAME OF TRUST DATE OF TRUST DEED
NAME OF TRUSTEE NAME OF SETTLOR
ADDRESS OF TRUSTEE BENEFICIARIES OF TRUST
.....

ACCEPTANCE

The Applicant applies to Wholesale Wine Services Pty Ltd (ACN 007 229 290) ("Wholesale Wine") for credit. Wholesale Wine's ABN is 66 007 229 290. The Applicant acknowledges receipt of and accepts the present standard Terms and Conditions and acknowledges that the Terms and Conditions may be changed by Wholesale Wine from time to time.

Where the Applicant makes this application as a trustee, and details of the trust are not provided as above, the below signatories agree to indemnify Wholesale Wine against any loss of money due to Wholesale Wine by the Applicant, unless and until details of the trust are provided.

I/We warrant that I am/we are authorised to sign this Credit Application on behalf of the Applicant.

SIGNATURE SIGNATURE
NAME (Block letters) NAME (Block letters)
POSITION POSITION
DATE DATE

PERSONAL GUARANTEE AND INDEMNITY

I/We note that the trading Terms and Conditions have been provided to us by Wholesale Wine and that I/we have read and understood them. In consideration of Wholesale Wine supplying goods on credit to the Applicant:

I/We (and if more than one, jointly and severally) agree that if the Applicant at any time fails to pay any money due to Wholesale Wine or fails to perform or observe any term or condition of credit or sale to be performed by the Applicant, I/we will forthwith pay to Wholesale Wine all money due and payable by the Applicant (or any subsequent owner of the business name of the Applicant) to Wholesale Wine. No demand by Wholesale Wine for payment shall be necessary.

I/We further agree to indemnify Wholesale Wine against any loss of money due to Wholesale Wine by the Applicant under or relating to any sale by or credit granted by Wholesale Wine to the Applicant (or any subsequent owner of the business name of the Applicant) including expenses and legal costs associated with the collection of outstanding monies and including any loss suffered by Wholesale Wine as a result of the Applicant's failure to perform or observe any term or condition of credit or sale. I/We now charge my/our interest in any real property registered in my/our name/s in favour of Wholesale Wine to secure this Guarantee and Indemnity and authorise the lodgement of a caveat to support this charge.

I/We (and if more than one, jointly and severally) agree that this Guarantee and Indemnity is a continuing Guarantee and Indemnity and will not be invalidated, released or discharged by any event which would or might so invalidate, release or discharge the Guarantee and Indemnity, including (but not limited to) the giving of time, the variation of the terms and conditions of credit or sale, the alteration of the composition of the Applicant or the release of the Applicant or any co-guarantor. I/We understand this Guarantee and Indemnity binds me/us personally.

SIGNATURE SIGNATURE
NAME (Block letters) NAME (Block letters)
WITNESS SIGNATURE WITNESS SIGNATURE
WITNESS NAME (Block letters) WITNESS NAME (Block letters)
DATE DATE

WHOLESALE WINE SERVICES PTY LTD

ABN 66 007 229 290

Level 1 West, 262 – 276 Lorimer Street, Port Melbourne, Victoria 3207

Fax. 03 9261 1899

TRADING AS



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PRIME WINES

1300 720 006



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CREDIT CARD AUTHORISATION

CARD TYPE : (Please Tick)

Visa Mastercard American Express

NAME OF COMPANY: _____

NAME ON CARD: _____

Card No: _____

Expiry Date: _____

Amount: \$ Invoice number/s: _____

(Please tick)

I,..... hereby authorise Wholesale Wine Services Pty Ltd to deduct payment from the above credit card on the 14th of each month, for all invoices that become due as per our payment terms.

I,..... hereby authorise Wholesale Wine Services to deduct invoice amounts at the time of each order from the above credit card.

I,..... hereby authorise Wholesale Wine Services to deduct payment for the abovementioned invoices from the above Credit Card.

SIGNATURE: _____ DATE: _____

PRINT NAME: _____

Please fax to

Attention: Accounts (03) 9261 1899

TERMS AND CONDITIONS

1 General

The whole of the Agreement between Wholesale Wine Services Pty Ltd ABN 66 007 229 290 ("Wholesale Wine") and the Applicant referred to in the Credit Application ("Customer") are those set out in these Terms and Conditions as amended from time to time and those, if any, which are implied and which cannot be excluded by law ("Terms"). Any other contractual terms of the Customer (whether upon the Customer's order or elsewhere) which are contrary to or inconsistent with these Terms shall not apply nor shall they constitute a counter-offer. By receiving delivery and/or supply of all or a portion of the goods, materials and/or parts and/or labour and/or services supplied by Wholesale Wine under these Terms ("Goods"), the Customer shall be deemed to have accepted these Terms and to have agreed that they shall apply to the exclusion of all others. All Goods are charged at the price ruling at the date of invoice and any GST within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 or other government imposts shall be payable by the Customer in addition.

2 Credit Terms

- 2.1 Payment is due on or prior to fourteen (14) day of the month following the month of purchase of the Goods, unless otherwise stated in writing by Wholesale Wine. Wholesale Wine may charge liquidated damages at a rate equivalent to two percent (2%) per month if payment is not received by the due date.
- 2.2 Wholesale Wine's express or implied approval for extending credit to the Customer may be revoked or withdrawn by Wholesale Wine at any time.
- 2.3 Wholesale Wine is entitled to set-off against any money owing to the Customer amounts owed to Wholesale Wine by the Customer on any account whatsoever.
- 2.4 Any payments received from the Customer on overdue accounts will be applied first to satisfy interest which may have accrued, second to reasonable expenses and legal costs referred to in Clause 2.5, and then to principal.
- 2.5 The Customer is liable for all reasonable expenses (including contingent expenses such as debt collection commission) and legal costs (on a full indemnity basis) incurred by Wholesale Wine for enforcement of obligations and recovery of monies due from the Customer to Wholesale Wine.

3 Quotations and Pricing

- 3.1 If Wholesale Wine has not specified the price to be charged to the Customer at the time that the Customer places its order, the price charged to the Customer shall be the price ruling as at the date of delivery. The Customer acknowledges that Wholesale Wine's prices are subject to alteration from time to time.
- 3.2 Any quotation, acceptance of quotation, purchase order or other document which requires signature may be signed in electronic form, and such signature shall be binding upon the person affixing that signature.
- 3.3 Unless otherwise specified by Wholesale Wine, the prices exclude:
 - 3.3.1 Any statutory tax, including any GST, duty or impost levied in respect of the Goods and which has not been allowed for by Wholesale Wine in calculating the price.
 - 3.3.2 Costs and charges in relation to insurance, packing (other than the standard packing of Wholesale Wine), crating, delivery (whether by road, rail, ship or air) and export of the Goods.
- 3.4 Any variations in the invoice or contract price as a consequence of currency fluctuations shall be payable by the Customer.
- 3.5 The contract between Wholesale Wine and the Customer shall not be affected by any impositions or alterations of customs duties or by decisions of the Customs Department with regard to either classification or value of duty or landing charges occasioned

thereby. Any such impositions shall be to the account of the Customer.

4 Minimum Order Value

For an order of less than 24 bottles per invoice, Wholesale Wine reserves the right either to not accept an order or to charge the Customer a handling fee.

5 Description

- 5.1 Any description of the Goods contained in an invoice is given solely for the purpose of identifying the specific Goods that are the subject of the invoice and does not render any sale of Goods a sale by description.
- 5.2 Where applicable, the Customer is deemed to accept that the Goods correspond with any sample provided.

6 Delivery and Supply

- 6.1 Any times quoted for delivery and/or supply are estimates only and Wholesale Wine shall not be liable for failure to deliver/supply, or for delay in delivery/supply. The Customer shall not be relieved of any obligation to accept or pay for Goods, by reason of any delay in delivery/supply or dispatch. Wholesale Wine reserves the right to stop supply at any time if the Customer fails to comply with the Terms.
- 6.2 Wholesale Wine may refuse to supply any order by the Customer for Goods in its absolute discretion and may make acceptance of an order conditional upon it receiving a satisfactory credit assessment of the Customer.
- 6.3 If the Customer directs that delivery of the Goods be staggered over different times or to different addresses from those specified in the Credit Application, then the Customer:
 - 6.3.1 shall be liable for any additional cost, charge and expense incurred by Wholesale Wine in complying with the Customer's direction; and
 - 6.3.2 shall pay for the whole of the invoiced value of the Goods pursuant to Clause 2.1 notwithstanding the staggered deliveries.
 - 6.3.3 Such action shall be deemed to be delivery to the Customer.
- 6.4 The Customer is deemed to accept delivery of the Goods where it is either delivered to the Customer's premises or when Wholesale Wine notifies the Customer that the Goods are available for collection.
- 6.5 If the Customer is unable or fails to accept delivery of the Goods, Wholesale Wine may deliver it to a place of storage nominated by the Customer and, failing such nomination, to a place determined by Wholesale Wine. Such action shall be deemed to be delivery to the Customer. The Customer shall be liable for all cost, charge and expense incurred by Wholesale Wine on account of storage, detention, double cartage/delivery or similar causes.
- 6.6 The Customer agrees that it will be obliged to and shall pay for the Goods on the due date notwithstanding that delivery is made after the agreed delivery date, and notwithstanding that the Goods may not yet be delivered.

7 Property

- 7.1 Until full payment has been made for all Goods, and any other sums in any way outstanding from the Customer to Wholesale Wine from time to time:
 - 7.1.1 All sums outstanding become immediately due and payable by the Customer to Wholesale Wine if the Customer makes default in paying any other sums due to Wholesale Wine, becomes bankrupt, or commits any act

of bankruptcy, compounds with its creditors, has judgment entered against it in any court or, being a company, has a provisional liquidator, liquidator, receiver, receiver manager or administrator appointed, notwithstanding the provisions of any other clause in these Terms.

7.1.2 The property in the Goods shall not pass to the Customer and the Customer shall hold the Goods as bailee for Wholesale Wine (returning the same to Wholesale Wine on request). The Goods shall nevertheless be at the risk of the Customer from the time of delivery/supply and the Customer must insure the Goods from the time of delivery/supply.

7.1.3 The Customer is only authorised to sell the Goods (or any portion of them) to third parties as the fiduciary agent of Wholesale Wine provided that there shall be no right to bind Wholesale Wine to any liability to such third party by contract or otherwise. All payments (direct or indirect) received from such third parties by the Customer for the Goods (or any portion of them) shall be held on trust for Wholesale Wine pursuant to the fiduciary relationship.

7.1.4 In the event that the Customer incorporates or transforms the Goods (or any portion of them) into any other goods or products produced by the Customer (or a third party), then the Customer must hold a proportion of any payment ("relevant proportion") received by the Customer for such goods or products on trust for Wholesale Wine. The Customer expressly acknowledges that the relevant proportion shall be equal to the dollar value of the Goods incorporated or transformed and the Customer further acknowledges that any part payment (not exceeding the relevant proportion) received by the Customer for such goods or products is received as payment first of the relevant proportion.

7.1.5 Wholesale Wine is irrevocably authorised to enter any premises where the Goods are kept, and to use the name of the Customer and to act on its behalf, if necessary, to recover possession of the Goods without liability for trespass or any resulting damage.

7.2 At all times, Wholesale Wine retains the right of possession of any pallets used for delivery of the Goods and the Customer agrees to indemnify Wholesale Wine in respect of any pallets not returned to Wholesale Wine in good order and condition (as determined by Wholesale Wine) within fourteen (14) days of delivery of the Goods.

7.3 In addition to any lien to which Wholesale Wine may, by statute or otherwise, be entitled, Wholesale Wine shall in the event of the Customer's insolvency, bankruptcy or winding up, be entitled to a general lien over all property or goods belonging to the Customer in Wholesale Wine's possession (although all or some of such property or goods may have been paid) for the unpaid price of any Goods sold or delivered to the Customer under this or any other contract.

8 Availability of Stock

Any order that cannot be fulfilled on its receipt will automatically be back ordered and processed when stock becomes available unless it is the Customer's stated standard policy not to accept back orders or the Customer specifically marks its order, "Do Not Back Order". Deliveries at any time are subject to availability of stock and Wholesale Wine will not be liable for any charges due to product unavailability.

9 Restrictions

The Customer acknowledges and accepts that Wholesale Wine sells its goods only through persons who have been authorised by Wholesale Wine to sell specific product categories at specific locations and who comply with Wholesale Wine's Terms and Conditions. Subject to the provisions of the *Competition and Consumer Act 2010*:

9.1 Under no circumstances may the Customer sell Goods through the Internet or the mail without prior written authorisation from Wholesale Wine.

9.2 The Customer is prohibited from selling Goods on the international market without the express written consent of Wholesale Wine.

9.3 Wholesale Wine does not grant to the Customer the exclusive rights to sell its Goods. Wholesale Wine reserves the right to authorise and/or supply additional retailers in any market area that it deems necessary to adequately cover the market.

10 Freight

10.1 Subject to Clause 3.3 and unless otherwise agreed, Wholesale Wine will ship by the least expensive route and carrier to all points. If the purchaser chooses a route with a higher charge than the route of Wholesale Wine's choice for shipment, Wholesale Wine will charge the difference to the Customer.

10.2 Freight is free in Melbourne metropolitan areas and to the Customer's specified transport depot within other metropolitan areas. Onward delivery from the Customer's specified transport depot must be organised by, and at the cost of, the Customer.

10.3 Wholesale Wine is not responsible for any loss or damage to any Goods in transit caused by any event of any kind by any person.

11 Returns, Cancellations and Claims

11.1 The Customer shall not return any Goods to Wholesale Wine without obtaining prior authorisation from Wholesale Wine. No returns will be accepted unless a copy of the relevant invoice is enclosed with the returned Goods. A list of the Goods returned including product descriptions, quantity, date of return and the Customer's name and address must also be enclosed. Freight charges must be paid by the Customer. All Goods must be returned in the original packaging and the Customer shall be responsible for all damage incurred during return shipment. A credit note will be issued by Wholesale Wine only after Goods returned are either collected by Wholesale Wine's authorised representative or agent or returned to it by the Customer as set out above. The Customer shall not deduct the amount of any anticipated credit from any payment due to Wholesale Wine but must await receipt of a credit note.

11.2 All goods returned must be of merchantable and reasonable quality such that the goods are complete in their original packaging, not shop-soiled, are not price ticketed and are still listed in the current price list.

11.3 If Wholesale Wine accepts the return of any Goods that have been ordered, Wholesale Wine may charge the Customer fifteen per cent (15%) of the invoice price as a handling fee with freight costs and risk remaining the responsibility of the Customer.

11.4 No cancellations or partial cancellation of an order by the Customer shall be accepted by Wholesale Wine unless it has first consented in writing to such cancellation or partial cancellation and unless a cancellation charge has been paid which, as determined by Wholesale Wine, will indemnify Wholesale Wine against all loss, without limitation. Cancellation will not be accepted on goods that are not regular stock which are in the process of manufacture or ready for shipment.

11.5 All complaints, claims, or notification of lost Goods, incomplete Goods, Goods damaged in transit or Goods that do not comply with the Customer's purchase order must be submitted by the Customer to Wholesale Wine in writing within seven (7) business days of the date of the invoice rendered for the supply of the Goods. Otherwise, the Customer shall be deemed to have accepted the Goods and shall not refuse to pay for the Goods on the basis that they were lost, incomplete, damaged in transit, or do not comply with the Customer's purchase order.

12 Personal Property Security Interest

12.1 The Customer grants Wholesale Wine a Security Interest in the Goods (supplied as Commercial Property, more particularly described as Other Goods) and their Proceeds to secure the obligation of the Customer to pay the purchase price of the Goods and any other obligations of the Customer to Wholesale Wine under this contract (together the "Indebtedness") and, where the Goods and/or Proceeds are not readily identifiable and/or traceable or their recoverable value is insufficient to pay the Indebtedness, the security interest shall also extend to all the Goods present and after acquired by the Customer, of which the Goods form part, to the extent required to secure the Indebtedness.

- 12.2 As and when required by Wholesale Wine the Customer shall, at its own expense, provide all reasonable assistance and relevant information to enable Wholesale Wine to register a Financing Statement or a Financing Change Statement and generally to obtain, maintain, register and enforce Wholesale Wine's Security Interest in respect of the Goods and their Proceeds in accordance with the *Personal Property Securities Act 2009* ("PPSA").
- 12.3 Wholesale Wine may at any time register a financing statement or financing change statement in respect of a Security Interest (including any Purchase Money Security Interest). The Customer waives any right to receive notice in relation to any registration on the register of a Security Interest in respect of the Goods.
- 12.4 The Customer shall not change its name or details without first notifying Wholesale Wine of the new name or details at least 7 days before the change takes effect.
- 12.5 The Customer warrants that the Goods are not purchased for personal, domestic or household purposes.
- 12.6 Notwithstanding any reference to a particular invoice/order, where any sum remains outstanding by the Customer on more than one invoice/order, any payments received from the Customer shall be deemed to be made by the Customer and applied by Wholesale Wine in the following order (unless Wholesale Wine otherwise determines):
- 12.6.1 To any obligation owed by the Customer to Wholesale Wine which is unsecured, in the order in which the obligations were incurred;
- 12.6.2 To any obligations that are secured, but not by a Purchase Money Security Interest, in the order in which those obligations were incurred;
- 12.6.3 To obligations that are secured by a Purchase Money Security Interest, in the order in which those obligations were incurred.
- 12.7 Until the Customer has paid all money owing to Wholesale Wine, the Customer shall at all times ensure that:
- 12.7.1 All Goods, while in the Customer's possession, can be readily identified and distinguished, and/or
- 12.7.2 All Proceeds (in whatever form) that the Customer received from the sale of any of the goods are readily identifiable and traceable.
- 12.8 Where the Goods are purchased by the Customer and held as Inventory, nothing in this clause shall prevent the Customer from selling or leasing and delivering the Goods in the ordinary course of the Customer's business. Otherwise until the Customer has paid all money owing to Wholesale Wine the Customer shall not sell or grant a Security Interest in the Goods without Wholesale Wine's written consent.
- 12.9 The parties agree to contract out of the PPSA in accordance with Section 115 of the PPSA to the extent that Section 115 applies for the benefit of, and does not impose a burden on, Wholesale Wine. Specifically, the following provisions of the PPSA will not apply and the Customer will have no rights under them:
- 12.9.1 Section 95 (to the extent that it requires the Secured Party to give notices to the Grantor); section 96; section 118 (to the extent that it allows a Secured Party to give notice to the Grantor); section 121(4); section 125; section 130; section 132(3)(d); section 132(4); section 135; section 142; section 143.
- 12.9.2 Section 115(7) of the PPSA allows for the contracting out of provision of the PPS Act, the following provisions of the PPS Act will not apply and the Customer will not have any rights under them: section 127; section 129(2),(3); section 130(1); section 132; section 134(2); section 135; section 136(3), (4) and (5) and section 137.
- 12.10 Unless otherwise agreed and to the extent permitted by the PPSA, the Customer and Wholesale Wine agree not to disclose any information of a kind referred to in section 275(1) of the PPSA to

an interested person or any other person. The Customer waives any rights which it may have, or but for this clause it may have had had, under section 275(7)(c) of the PPSA to authorise the disclosure of the above information.

- 12.11 Wholesale Wine is irrevocably authorised to enter any premises where the goods are kept, and to use the name of the Customer and to act on its behalf, if necessary, to recover possession of the Goods and seize the Goods in accordance with the PPSA without liability for trespass or any resulting damage.

13 Privacy Act 1988 ("Privacy Act")

To enable Wholesale Wine to assess the Customer's application for credit, the Customer authorises Wholesale Wine:

- 13.1 To obtain from a credit reporting agency/body a consumer or commercial credit report containing personal information about the Customer and its guarantors; and
- 13.2 To obtain a report from a credit reporting agency/body and other information in relation to the Customer's commercial credit activities, and
- 13.3 To give to a credit reporting agency/body information including identity particulars and application details

AND the Customer authorises Wholesale Wine to give to and obtain from any credit provider named in the accompanying credit application and credit providers that may be named in a credit report issued by a credit reporting agency/body information about the Customer's credit arrangements. The Customer understands that this information can include any information about its credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the *Privacy Act*.

The Customer understands that information can be used for the purposes of assessing its application for credit, assisting it to avoid defaulting on its credit obligations, assessing its credit worthiness and notifying other credit providers and credit reporting agencies of a default by it under these Terms.

14 Notification

The Customer must notify Wholesale Wine in writing within seven (7) days of:

- 14.1 Any alteration of the name or ownership of the Customer.
- 14.2 The issue of any legal proceedings against the Customer.
- 14.3 The appointment of any provisional liquidator, liquidator, receiver, receiver manager or administrator to the Customer.
- 14.4 Any change in the ownership of the business name of the Customer. The Customer agrees that it shall be liable to Wholesale Wine for all Goods supplied to the new owner by Wholesale Wine until notice of any such change is received.

15 Warranties

No warranties except those implied and that by law cannot be excluded are given by Wholesale Wine in respect of Goods supplied. Where it is lawful to do so, the liability of Wholesale Wine for a breach of a condition or warranty is limited to the repair or replacement of the Goods, the supply of equivalent Goods, the payment of the cost of repairing or replacing the Goods or acquiring equivalent Goods, as determined by Wholesale Wine.

16 Force Majeure

Wholesale Wine shall be released from its obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the control of the parties renders provision of the Goods impossible, where all money due to Wholesale Wine shall be paid immediately and, unless prohibited by law, Wholesale Wine may elect to terminate the Agreement.

17 Equitable Charge

The Customer as beneficial owner and/or registered proprietor now charges in favour of Wholesale Wine all of the Customer's estate and

interest in any real property (including but not limited to any applicable land owned by the Customer named or described as the Customer's Street Address in the Credit Application if applicable) ("Land") to secure payment of accounts rendered by Wholesale Wine to the Customer for the delivery and/or supply of the Goods including interest payable on these accounts and costs (including legal costs on a full indemnity basis) incurred by Wholesale Wine and including the costs to prepare and lodge a Caveat against the Land and to remove the Caveat.

18 Failure to Act

Wholesale Wine's failure to enforce or insist upon the timely performance of any term, condition, covenant or provision in these Terms, or Wholesale Wine's failure to exercise any right or remedy available under these Terms or at law, or Wholesale Wine's failure to insist upon timely payment of monies when due or to demand payment of any charges or fees which accrue or any extension of creditor forbearance under these Terms shall not constitute a waiver of any subsequent default or a waiver of Wholesale Wine's right to demand timely payment of future obligations or strict compliance with the Terms.

19 Legal Construction

19.1 These Terms shall be governed by and interpreted according to the laws of Victoria and Wholesale Wine and the Customer consent and submit to the jurisdiction of the Courts of Victoria.

19.2 Notwithstanding that any provision of the Terms may prove to be illegal or unenforceable pursuant to any statute or rule of law or for any other reason that provision is deemed omitted without affecting the legality of the remaining provisions and the remaining provisions of the Terms shall continue in full force and effect.