



APPLICATION FOR 30 DAY ACCOUNT

Please send to:

New World Beverages Pty Ltd A.C.N.113 763 303 trading as Fox Beverages ("Fox Beverages")

1. Personal Applicants (Personal applicants are to complete sections 1, 4 and 5)

Account Name: _____

(Full name required)

Contact Name: _____ Telephone: _____ Fax: _____

Address: _____

_____ Postcode: _____

Drivers Licence Number: _____ D.O.B: _____ Australian Resident: Yes No

Please attach photocopy of your drivers licence.

2. Business Information (Business Applicants are to complete sections 2,3,4 & 5)

Business Name: _____ Trading Name: _____

Australian Business Number (ABN): _____ or Australian Registered Body Number: _____

Type of Business: _____ Number of Employees: _____ Years Established _____

Registered Office Address: _____

Mailing Address (if different to above): _____

Telephone: _____ Fax: _____ Email: _____

Name of Bank: _____ Branch: _____ Approximate value of monthly purchases: _____

Purchasing Contact: _____ Telephone: _____ Fax: _____

Accounts Contact: _____ Telephone: _____ Fax: _____

Please advise our accounts department in writing (attach to this application), should you wish to restrict the use of this account by the issue of a Purchase Order or Letter of Authority for each purchase

3. Names of Principals

Please list the full name and address of the owner, or partners, or directors of the applicant:

1. _____

2. _____

3. _____

4. Trade References

Please provide the names and telephone numbers of those who have agreed to provide current trade references (or if in writing, please attach to this form):

1. Company Name: _____ Contact: _____ Phone: _____

Estimated monthly purchase: _____

2. Company Name: _____ Contact: _____ Phone: _____

Estimated monthly purchase: _____

3. Company Name: _____ Contact: _____ Phone: _____

Estimated monthly purchase: _____

5. Estimated Monthly Credit

Please provide an estimated amount of your intended monthly credit requirement: _____

Explanation: _____

6. Terms (All Applicants must accept)

1. Definitions

In the following Terms and Conditions:-

" Applicant" shall mean the name of the party shown in Part 1 or Part 2 of this application form;

" Company" shall mean New World Beverages Pty Ltd trading as Fox Beverages and any related body corporate of the Company within the meaning of Section 50 of the Corporations law;

" Product" shall mean any type of product, good, instrument or thing supplied by the Company to the Applicant under this agreement; and

" Services" means the Products and or services to be provided by the Company to the Applicant under credit.



6. Terms (All Applicants must accept)

1. Definitions

In the following Terms and Conditions:-

- "Applicant" shall mean the name of the party shown in Part 1 or Part 2 of this application form;
- "Company" shall mean New World Beverages Pty Ltd trading as Fox Beverages and any related body corporate of the Company within the meaning of Section 50 of the Corporations law;
- "Product" shall mean any type of product, good, instrument or thing supplied by the Company to the Applicant under this agreement; and
- "Services" means the Products and or services to be provided by the Company to the Applicant under credit.

2. Application

2.1 The Applicant makes the application to the Company for a credit facility. The Applicant acknowledges and accepts the following terms and conditions which will form part of all trading arrangements between the Company and the Applicant for the provision of Services by the Company to the Applicant. These terms can only be varied by written notice by the Company to the Applicant.

2.2 Where an Applicant does not elect to purchase by Purchase Orders or Letters of Authority, the Applicant agrees that all purchases made on the credit account, including those made by persons without authority or by persons not employed by the Applicant or both, shall be payable by the Applicant.

2.3 Any credit granted by the Company to the Applicant is at the Company's discretion and shall not limit the Applicant's joint and several liabilities under this agreement.

3. Title

3.1 Notwithstanding delivery, installation and acceptance of the product, title and beneficial ownership to the Product will not pass to Applicant but will be retained by the Company until payment of the total price and/or any other amounts due under the agreement have been received in full and in cleared funds by the Company from the Applicant.

4. Payment

4.1 Payment for Services provided by the Company to the Applicant shall be made by credit card and are payable monthly in advance for the month in which they are to be provided. The Applicant authorises the Company to charge the credit card specified herein for payment of any charges. If the card issuer or its agent declines to pay any such charges then the Applicant shall pay them on demand.

4.2 The Applicant agrees to pay a 2.5% credit card fee in addition to all other fees.

4.3 The Company may at any time send statements of account showing the moneys due from the Applicant. Such moneys are payable on demand but until such a demand is made moneys are due 30 days from the date of the statement.

4.4 The Applicant acknowledges that interest will begin to accrue on unpaid amounts from 30 days after the date of the statement at the rate in clause 5.1 (a). If the amount owing on the statement remains unpaid for 60 days from the date of the statement, interest will accrue on the outstanding amount at 5% in addition to the interest rate noted at clause 5.1 (a).

4.5 The Applicant declares that at the time of making this application that it is able to pay its debts as they fall due.

5. Late Payment

5.1 If the Applicant defaults in making payment to the Company in accordance with the above terms and conditions the Company may in its absolute discretion:-

- a) charge the Applicant interest calculated on the portion of the Applicant's account overdue from time to time. Such interest shall be charged at the current rate then charged on loans of less than \$100,000.00 by the Company's present bank. Such interest will accrue from the date on which such default arose; and
- b) require the Applicant to reimburse the Company for all collections costs including legal costs incurred by the Company calculated on a solicitor /client basis as a consequence of the Company seeking legal advice about each default and/or to institute such recovery process as shall in the absolute discretion the Company considers appropriate..

6. Application of Payments

6.1 Any payments tendered by the Applicant to the Company shall be applied as follows:-

- a) firstly as reimbursement for any collection costs incurred by the Company;
- b) secondly in payment of any interest charged; and
- c) thirdly in satisfaction or part satisfaction of the oldest portion of the Applicant's outstanding account.

6.2 If any payment is not received by the due date or upon the happening of any event entitling the Company to terminate the Agreement, the Company may enter Applicant's premises to retrieve and repossess the product supplied.

7. Guarantee and Indemnity

7.1 The Applicant and Principals agree as follows:-

(i) To guarantee payment to the Company of all monies and performance of all obligations including any past, present and future indebtedness and/or obligation of the Applicant and/or any of us arising from any past, present and/or future with the Company.

(ii) To indemnify the Company against all loss and/or damage arising from past or present and/or future dealing with the Applicant and/or any of us as a separate undertaking unconditionally and irrevocably.

(iii) To jointly and severally agree:

- (a) to pay to any stake-holder nominated by the Company the amount the Company certifies is payable;
- (b) that this Agreement shall remain effective notwithstanding any conduct or event (including any arrangement or deed of company arrangement whether or not agreed to by the Company) which but for this clause may have been released or varied any obligation of the Applicant and/or any of us and even if we and/or any of us execute in the Company's favour any later agreement, guarantee and/or any of us execute in the Company's favour any later agreement, guarantee and/or security whatsoever;
- (c) that any payment which is subsequently avoided by any law relating to insolvency shall be deemed not to have been paid;
- (d) that we sign both in our personal capacity and as Trustee of every trust of which we are trustee; and
- (e) to notify the Company within seven days of any change in the Applicant's corporate structure, management and/or position including: (i) any sale or disposition of any part of the business of the Applicant; (ii) any change in director, shareholder, management, partnership and/or trusteeship; (iii) any new charge, mortgage and/or security given to any supplier and/or financier; (iv) any involvement in any franchised business in any capacity.

7.2 We charge in the Company's favour with payment of all monies owing to the Company by the Applicant and/or any of us, all our estate and interest in any land and/or in any other assets whether tangible and/or intangible in which we now have any legal and/or beneficial interest and/or in which we later acquire any such interest.

8. Exclusion of Implied Conditions and Warranties

8.1 The only conditions and warranties which are binding on the Company in respect of the state, quality or condition of the goods and Services supplied by it to the Applicant and/or in respect of advice, recommendation(s), information or services supplied by it, its employees, servants or agents to the Applicant regarding the goods and services, their use and application are those imposed and required to be binding by statute, (including the Trade Practices Act 1974 (Cth) and to the fullest extent permitted thereby the liability (if any) of the Company's option, be limited to and completely discharged in the case of the goods by either the supply by the Company of equivalent goods or the replacement by the Company of the goods supplied to the Applicant and in the case of advice, recommendation(s), information or services again and otherwise all other conditions and warranties whether express or implied by law in respect of the state, quality or condition of the said goods which may apart from this clause by binding on the Company are hereby expressly excluded and negated.

8.2 Except to the extent provided immediately above the Company shall have no liability (including liability in negligence) to any person for any loss or damage consequential or otherwise howsoever suffered or incurred by any such person in relation to the goods and/or advice, recommendation (s), information or services and without limiting the generality thereof in particular any loss or damage consequential or otherwise howsoever suffered or incurred by any such person caused by or resulting directly or indirectly from any failure, defect or deficiency of whatsoever nature or kind of or in the goods and/ or advice recommendation (s) information or services and without limiting the generality thereof in particular any loss or damage consequential or otherwise howsoever suffered or incurred by any such person caused by or resulting directly or indirectly from any failure, defect or deficiency of whatsoever nature or kind in the goods and/or advice, recommendations, information or services.

9. Termination

9.1 The arrangements between the Company and the Applicant may be terminated by one months written notice to the other PROVIDED THAT the Company may immediately terminate the arrangements for any breach by the Applicant of these terms and conditions including if any monies due to the Company by the Applicant are not paid within fourteen days of the due date or the Applicant becomes bankrupt or (being a company) has a receiver and manager, liquidator or administrator appointed over it.

10. Privacy, Information and Reliance

10.1 The Applicant warrants that all information provided by them in this application form is true and correct and the Applicant acknowledges that the Company in providing the Services to the Applicant will act in reliance on this information.

10.2 The Applicant agrees that if the Company considers it relevant to assessing the Applicant's application for commercial credit it agrees to the Company obtaining from a credit reporting agency a credit report containing personal credit information about the Applicant in relation to commercial credit provided by the Company. If the Company considers it relevant to collecting overdue payments in respect of commercial credit provided the Applicant agrees to the Company receiving from a credit reporting agency a credit report containing personal information in relation to collecting overdue payments.

10.3 The Applicant agrees that the Company may give to and seek from any credit providers named in this credit application and any credit providers that may be named in a credit report issued by a credit reporting agency information about the Applicant's credit arrangements. The Applicant further understands that this information can include any information about the Applicant's 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.

11. GST

11.1 To the extent that the supply of Services under this Agreement is taxable supply the fee shall be increased by an amount equal to any GST which the Company is liable to pay in respect of that supply. The expressions of "GST", "supply", "taxable supply", and "tax invoice" have the same meaning as in A New Tax System (Goods & Services Tax) Act, 1999.

11.2 The Company's obligation to pay the Services that are taxable supplies is subject to the Company providing a tax invoice for those services prior to the end of the month during which the Services are provided.



12. Miscellaneous

12.1 In respect of the Applicant's obligation to make payment for Services supplied by the Company to the Applicant, time shall be by notice in writing and sent to the Company and the Applicant at their addresses, facsimile numbers and email addresses detailed herein.

12.2 A notice shall be deemed received when the sender hand delivers it or (if by fax or email) receives confirmation of receipt and in any event with 24 hours of sending the notice.

12.3 Neither party can assign its rights under these terms and conditions nor may the Applicant re-sell any Services provided by the Company without the Company's express written consent.

12.4 These terms and conditions constitute the entire agreement between the Company and the Applicant relating to the Services and the provision of credit and there are no agreements understandings, warranties or representations between the parties other than those contained herein.

12.5 The Applicant acknowledges it is their responsibility to obtain any approvals licences or permits necessary for the performance of these terms and conditions.

12.6 The Applicant agrees to appoint any solicitor for the Company from time to time as their attorney, in order to give effect to the obligations arising under this Agreement.

12.6 The singular shall include the plural and vice versa, words importing any gender shall include every other gender and where there is more than one party comprising the Applicant, they shall be bound jointly and severally.

13. Relevant Law

13.1 This agreement shall be governed by and constructed in accordance with the laws of New South Wales for the time being in force and the parties agree to submit to the non-exclusive jurisdiction of the Courts of that jurisdiction.

I/we the undersigned on behalf of the Applicant have read and agreed to the terms and conditions of sale contained in this form:

Signature	Full name	Position	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Signature of Witness	Witness's Full name	Occupation	Date
_____	_____	_____	_____
_____	_____	_____	_____

OFFICE USE ONLY

Approved by Managing Director: Yes No Date: _____ Managing Director Signature: _____

CONTACT

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