

# Chard Farm

## Terms & Conditions of Trade

1. Prices quoted are for current stock only. Prices may be subject to change
2. Claims for damaged or defective wine or for short supply must be advised within **SEVEN** days of the receipt of wine. We do not accept returns unless prior agreement with the management of **Chard Farm**. Returns may be subject to a charge.
3. **Chard Farm** does not accept liability for any loss or damage suffered by the Buyer in respect of products supplied under these Terms of Trade. Should **Chard Farm** be found to be liable for any loss suffered by the Buyer, **Chard Farm's** liability is limited to the purchase price paid by the Buyer.
4. Payment is Cash on Delivery (COD), except for approved account holders. Accounts will be settled **IN FULL** in cleared funds on or before the 20<sup>th</sup> of the month following invoice. Further credit may not be extended by **Chard Farm** for accounts not settled by the due date and **Chard Farm** may require any further deliveries to be COD until all amounts outstanding are paid. Interest accrues at the rate of 2% per month on outstanding accounts. (\$15 as a minimum charge)
5. **Chard Farm** retains ownership of all stock sold until all amounts owing have been paid for in full.
6. All amounts owing under these Terms of Trade shall become immediately due and payable if the buyer is in default of any of its obligations under these Terms of Trade.
7. **Chard Farm** reserves the right to enter premises at any reasonable hour and repossess wine that has not been paid for.
8. The buyer agrees to pay any reasonable legal or out of pocket expenses associated with the collection of outstanding sums of money, including costs incurred on a Solicitor/Client basis.
9. Prices quoted in our trade price list are **EXCLUSIVE OF GST**
10. Clause 4 creates a Security Interest under the Personal Property Securities Act 1999, and the Buyer waives its rights under Sections 114(a), 116, 117, 119, 120(2), 121, 133 and 148 of that Act.
11. **Chard Farm** may apportion payments received from the Buyer to any account of the Buyer which has moneys outstanding.
12. Where a supply is for business purposes, the Buyer agrees that the provisions of the Consumer Guarantees Act 1993 do not apply. Nothing in these Terms limits any rights the Buyer may have under the Consumer Guarantees Act 1993.
13. The Buyer authorises Chard Farm:
  - a. To collect, retain and use information about the Buyer from any person for the purpose of assessing the Buyer's credit worthiness;
  - b. To disclose information about the Buyer;
    - (i) to any person who guarantees, or who provides insurance, or who provides any other credit support in relation to the Buyer's obligation to Chard Farm;
    - (ii) to such persons as may be necessary or desirable to enable Chard Farm to exercise any power enforcement or attempted enforcement of Chard Farm's rights, remedies and powers under these Terms of Trade.

TRADING NAME:

Registered Company Name:

Incorporation Number:

Address of Registered Office:

Postal Address:

Delivery Address:

Business Phone:

Fax Number:

e-mail address:

Cellphone:

Names of Directors, Partners, Shareholders (Address & Phone)

1.

2.

Company Secretary:

Bankers:

Accountants:

Solicitors:

Trade Credit References (Business name & Phone number):

1.

2..

Business Type (Public/Private/Partnership/SoleTrader/Other):

Year in Business:

Nature of Business:

Date of Birth (Sole Trader):

I/We hereby apply to open a Credit/Trading account with Chard Farm. I/ We have duly read and understood the Terms of Trade printed overleaf; agree to the Terms of Trade stated; certify that the above details are correct; and, confirm that the business entity named above accepts liability for payment of all wine ordered in it's name.

Signed by: \_\_\_\_\_

Date:

**Guarantee**

I/We (full name & address) \_\_\_\_\_

being a Director of (Company Name) \_\_\_\_\_

hereby personally guarantee to the Vendor the due performance of the obligation of the Company in terms of this Terms of Trade including payment of moneys to be made by the company and to pay the costs of enforcing this guarantee including legal costs on a solicitor client basis. This guarantee shall remain in full force and effect until such time as all of the Buyer's obligations under this agreement are completed in terms of the Terms of Trade.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

Witness' Signature: \_\_\_\_\_ Name in Full: \_\_\_\_\_

Occupation: \_\_\_\_\_ Place of residence: \_\_\_\_\_

PLEASE FAX APPLICATION FORM BACK TO (03) 441 8400