



**Sole Traders or Private Individuals:**

Full Name currently used by the customer, as it appears on an official document i.e. Drivers Licence/Passport, etc:

Full Name: .....

Date of Birth: .....

**Trade Credit References**

In order to facilitate speedy processing:

If you have been trading under another name or have another account with EuroVintage please advise.

References must not have the same Directors/Owners as those applying for this account.

Breweries and Supermarkets do not provide references

Please supply referee's phone numbers.

(i) .....

.....Ph No.....

(ii) .....

.....Ph No.....

(iii) .....

.....Ph No.....

Requested Credit Limit: \$.....

**Other References**

Bankers: ..... Branch .....

Accountants: ..... Phone .....

Solicitors: ..... Phone .....

Guarantors: ..... (Completed Guarantee Attached).

.....

**Payment Details**

EuroVintage accepts the following payment methods. Please indicate your preferred method of payment.

**Cash    Cheque    Credit Card    Direct Credit**

**REMITTANCE DETAILS**

Account Name:            EuroVintage Limited

Account Number:        06-0103-0174388-00

Please include your trading name in the reference field so we can identify your payment.

Please make cheques payable to **EUROVINTAGE LIMITED**

**EUROVINTAGE LIMITED**  
**TERMS AND CONDITIONS OF TRADE**

- 1 Prices are quoted for current stock only. Prices may be subject to change.
- 2 Claims for damaged or defective products or for short supply must be advised in writing within seven days of the receipt of the product. EuroVintage does not accept returns unless there is a prior arrangement with the management of EuroVintage. Returns may be subject to a charge. It is not policy to collect and credit end of wine list stocks.
- 3 Payment is Cash on Delivery, or for approved account holders either 7 day settlement (payable in full three days following the week of purchase) or 20th of the month (to be settled in full on or before the 20th of the month following invoice). Accounts not settled within these terms will be C.O.D. until account is cleared. Interest accrues at the rate of 1.5% per month on outstanding accounts.
- 4 Notwithstanding any period of credit, legal and beneficial ownership of any and all products shall remain with EuroVintage until payment in full is made for them and for all other products supplied by EuroVintage to the buyer. The buyer grants EuroVintage a security interest in all products supplied by EuroVintage as security for all amounts owing by the buyer to EuroVintage and performance of the buyer's obligations under these Terms and Conditions of Trade. If any of these Terms and Conditions of Trade is not complied with, EuroVintage reserves the right to demand immediate and full payment of accounts and EuroVintage or EuroVintage's agent may exercise any and all remedies afforded to a secured party by Part 9 of the Personal Property Securities Act 1999 and enter any building or premises owned, occupied, or used by the buyer, to search for and re-take possession of any products supplied by EuroVintage. The products shall be at the buyers risk from delivery.
- 5 The buyer must pay, on demand, any costs associated with the collection or the attempted collection of amounts overdue on any of the buyers' accounts (including collections agents' costs and legal fees on a solicitor and client basis). The buyer shall pay all costs and expenses of EuroVintage in relation to compliance with any demand given by the buyer under section 162 of the PPSA, or in relation to any application for, or the obtaining of, a court order to maintain any registration in respect of any of the security interests created under these Terms and Conditions of Trade and the serving of any such court order on the buyer or the Registrar of Personal Property Securities.
- 6 Prices quoted in our catalogue are exclusive of GST.
- 7 EuroVintage offers a commitment to same day delivery within the inner city areas of Wellington, Auckland and Christchurch upon orders received and processed by midday. For the outer areas of these cities orders are required by 8am for same day delivery. Please consult with your EuroVintage branch for confirmation on delivery to your location.
- 8 Delivery outside of inner city Wellington, Auckland and Christchurch will be freight free on five or more cases, unless otherwise specified. On orders of less than 5x9 litre cases, freight will be charged at \$6.00 per case. Orders of less than 5 cases to Waiheke Island will be charged at \$8.00 per case.
- 9 Inner city deliveries will be freight free on quantities of twelve or more bottles which may be of mixed product, unless the order value is less than \$100. Freight will apply for quantities less than 12 bottles or orders of less than \$100.
- 10 The buyer acknowledges receipt of a copy of these Terms and Conditions of Trade and waives any right it may have to receive from EuroVintage a copy of any financing statement, financing change statement or verification statement that is registered, issued or received at any time in relation to these Terms and Conditions of Trade.
- 11 The buyer agrees not to change its name without giving EuroVintage five business days notice of what its new name will be.

I / We .....(Trading Name)  
hereby apply to open a Credit Trading Account with EuroVintage Limited.

- I / We: (a) Have duly read and understand the Terms and Conditions of Trade printed above.  
(b) Agree to the terms stated.  
(c) Certify that the above details are correct.  
(d) Confirm that the business entity named above accepts liability for payments of all wine ordered in its name.  
(e) Authorise any person or company to provide information as you may require in response to your credit enquiries.

Signed: ..... Date: .....

Name & Position (please print):.....

Signed: ..... Date: .....

Name & Position (please print):.....

**PERSONAL GUARANTEE**

To: **EuroVintage Limited, 33 Vesty Drive, Mt Wellington, Auckland 1060**  
**PO Box 99-192, Newmarket, Auckland 1149**

1. In consideration of you at my request agreeing to supply goods from time to time to .....  
.....(Trading Name)("the Trader") I unconditionally guarantee to you the due and punctual payment by the Trader of all moneys payable in respect of wine and other goods as and when the same shall become due and payable by the Trader.
  
2. This guarantee shall be a continuing guarantee and shall not be discharged by any settlement of account.
  
3. My liability under this guarantee shall not be discharged, abrogated, prejudiced or affected by:
  - a) The granting of time, credit or other indulgence or other concession to the Trader;
  - b) Any alteration, modification, variation or addition to any agreement in respect of the supply of wine or other goods; or
  - c) Any other act, omission or event which but for this provision might operate to discharge, impair or otherwise affect my obligations under this guarantee or any of the rights, powers or remedies conferred upon you by this guarantee or by law.
  
4. This guarantee may be terminated at my option by giving you three month's notice in writing. Such termination shall take effect three months after you receive the said notice (the effective date of termination). I acknowledge that, notwithstanding such termination, I shall remain liable under this guarantee for amounts payable in respect of any goods ordered before the effective date of termination. I shall not be liable for amounts payable in respect of any goods ordered after the effective date of termination.
  
5. I agree to pay, on demand, any costs associated with the collection or the attempted collection of amounts overdue on any of the Traders' accounts (including collections agents' costs and legal fees on a solicitor and client basis). I shall pay all costs and expenses of EuroVintage in relation to compliance with any demand given by the Trader under section 162 of the PPSA, or in relation to any application for, or the obtaining of, a court order to maintain any registration in respect of any of the security interests created under these Terms and Conditions of Trade and the serving of any such court order on the buyer or the Registrar of Personal Property Securities.

Dated at ..... this ..... day of ..... 20.....  
(Place) (Day) (Month) (Year)

Signed by ..... in the presence of .....

Signature ..... Witness .....

Printed Name ..... Printed Name .....

Title ..... Occupation .....