



WINE MERCHANTS LIMITED

CREDIT TRADING ACCOUNT APPLICATION FORM

CUSTOMER DETAILS

Trading Name: _____
Company Name: _____
<i>(if different)</i>
Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input type="checkbox"/>

VAT No. _____ Company No. _____ Years Trading _____
Address: _____
Invoice Address: _____
<i>(if different)</i>
Premises Address (Delivery address): _____

Licensed Premises: Owner <input type="checkbox"/> Rental <input type="checkbox"/> Leased <input type="checkbox"/> Term of rental/lease: _____
Telephone: _____ Email: _____
Website: _____
Directors/Partners:
Name and address: _____
Name and address: _____
Name and address: _____
Contact Name (General): _____ Position: _____
Mobile: _____ Email: _____
Contact Name (Accounts): _____ Position: _____
<i>(if different)</i>
Mobile: _____ Email: _____
Special Instructions: _____

Maximum Credit Limited Required: € _____

TRADE REFERENCES

Reference 1	Reference 2
Name: _____	Name: _____
Address: _____	Address: _____
Telephone: _____	Telephone: _____
Email: _____	Email: _____
Contact Name: _____	Contact Name: _____
Years Trading: _____	Years Trading: _____

I/We hereby apply to open a credit trading account with Solera Wine Merchants Limited and confirm that the information given in this application is true and accurate;

I/We further acknowledge that I/we have read and accept the terms and conditions of sale of Solera Wine Merchants Limited attached hereto and agree that all business transactions with Solera Wine Merchants Limited shall be in accordance with the said terms and conditions of sale.

AUTHORISED SIGNATURE ON BEHALF OF CUSTOMER:

PRINT NAME: _____

POSITION: _____

DATE: _____

ADDRESS: _____

FOR OFFICE USE ONLY:

Application submitted by: _____ **Date:** _____

Approved by: _____ **Date:** _____

TERMS AND CONDITIONS

PLEASE READ AND ENSURE YOU UNDERSTAND THE TERMS AND CONDITIONS SET OUT BELOW BEFORE COMPLETING THE CREDIT TRADING ACCOUNT APPLICATION FORM WHICH IS SUBJECT TO THESE TERMS AND CONDITIONS:

Construction

1. In these Terms and Conditions –
“the Vendor” means Solera Wine Merchants Limited;
“the Buyer” means the Customer.

Application

2. These Terms and Conditions shall apply to all sales of goods by the Vendor and the placing of an order by the Buyer shall be deemed to be acceptance by the Buyer of these terms and conditions.

Prices

3. All prices are exclusive of VAT at the prevalent rate and are subject to availability of stock and are subject to change without notice.

Due Date for Payment

4. Payment for goods ordered and delivered shall be paid no later than 30 days from the date of invoice.

Default Interest on Late Payments

5. In the event of default in payment by the Buyer within 30 days from the date of invoice, the Buyer shall pay to the Vendor a daily rate of interest of 0.022% on all amounts outstanding pursuant to the invoice in addition to a fixed amount of compensation for recovery costs of the monies without the necessity of a reminder as follows:
 - €40 for invoices not exceeding €1,000
 - €70 for invoices exceeding €1,000 but not exceeding €10,000
 - €100 for invoices exceeding €10,000.

Title to Goods Delivered

6. All goods delivered by the Vendor to the Buyer shall remain the property of the Vendor until the Vendor has received payment in full for all sums due and owing on any account or contract by the Buyer.
7. In the event of non-payment by the Buyer by the due date for payment of any goods so supplied, the Buyer irrevocably grants the Vendor the right to enter upon any premises where the goods may be in order to recover possession of the said goods.
8. The Vendor's right to enter any such premises are in addition to and not in substitution for any other right which the Vendor may have to enter any such premises and the Buyer agrees not to interfere with the Vendors rights to enter any such premises in order to recover possession of the said goods in such circumstances.

Delivery

9. Goods shall be examined by the Buyer on delivery and any loss, defect or breakages shall be reported to the Vendor in writing within 24 hours of delivery.
10. Goods shall be at the entire risk of the Buyer from the time the goods are delivered.
11. Any goods alleged to be defective by the Buyer shall be retained by the Buyer until the Vendor has an opportunity to inspect the goods independently and no claim shall be

entertained unless reported in writing to the Vendor within 24 hours of delivery and the Vendor is afforded an opportunity to inspect the said goods.

12. Should the Vendor be unable to make a delivery through no fault of its own, these terms and conditions, insofar as they relate to such delivery, shall be annulled and the Buyer shall not have any claim or right against the Vendor in such circumstances nor shall the Vendor be liable in respect of any such non-delivery.
13. Delivery within the Dublin area is free of charge. Express delivery is available on request at an extra charge of €10 per delivery.

Change in Legal Status

14. In the event that there is any change in the status of the Buyer, the Buyer shall submit a new