

ABN 51 004 243 994



Private Bag No. 1
Tullamarine
VIC. 3043
Telephone: (03) 9339 6339
Facsimile: (03) 9338 6485
Email: credapps@schweppes.com.au

Application for Credit Account with Schweppes Australia ("SA")

Trading Terms 28 Days from Statement

APPLICANT DETAILS		
<input type="checkbox"/> Company <input type="checkbox"/> Government <input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Trustee <input type="checkbox"/> Club <input type="checkbox"/> Inc.		
Company or Business Name		
Trading as		ABN - all entity types
		ACN - where applicable (mandatory for trusts)
Street Address		
		Postcode
Postal Address of Business		
		Postcode
Telephone ()	Mobile	Fax Number ()
Contact Person		Position / Title
Email Address *** (Compulsory)		
Date Commenced at this Address / /		Application Date / /
Sales Executive		Customer Account No.
ALTERNATE COMPANY OR BUSINESS TO RECEIVE OUTGOING PAYMENTS (Sponsorships, Rebates etc.)		
Company or Business Name (If different to Company or Business Name stated above)		ABN - all entity types
		ACN - where applicable (mandatory for trusts)
Street Address		
		Postcode
Postal Address of Business		
		Postcode

ALTERNATE COMPANY OR BUSINESS TO RECEIVE OUTGOING PAYMENTS (Sponsorships, Rebates etc.)			
Company or Business Name (If different to Company or Business Name stated above)		ABN - all entity types	
		ACN - where applicable (mandatory for trusts)	
Street Address			
Postcode			
Postal Address of Business			
Postcode			
DETAILS OF SOLE TRADER / PARTNERSHIP / DIRECTORS OR TRUSTEES			
Full Name		Full Name	
Residential Address		Residential Address	
Telephone/Mobile		Telephone/Mobile	
Driver's licence number	Date of birth	Driver's licence number	Date of birth
CREDIT FACILITY LIMIT REQUEST			
\$ _____			

APPLICANT'S SIGNATURE

On behalf of the applicant nominated in this Application, I/We (being the authorised representative of the applicant) have read and agree to accept the terms and conditions for the operation, establishment and use of a Schweppes Australia credit facility and hereby apply for the establishment of the account. I/We warrant that the information provided by me/us in this Application is true and complete.

Signature of Authorised Representative

Authorised Signatory's name and title

Date

Name of Witness

Date

Signature of Authorised Representative

Authorised Signatory's name and title

Date

Signature of Witness

By signing this Application, you acknowledge that you have read the SA Privacy Policy at www.schweppesaustralia.com.au

and consent to SA disclosing your personal information in accordance with the SA Privacy Policy, including disclosure of your personal information to a credit reporting body to conduct creditworthiness checks. If you would like us to send you a hard copy of the SA Privacy Policy, please contact us on (03) 9339 6339

INTERNAL OFFICE USE ONLY (only applicable to new customers with no existing account number)

Delivery Day	Delivery Window (4 consecutive hours)
Special Delivery Requirements (please circle)	Shipping Type(please circle)
Standard/Forklift/Stairs/Tailgate	51(1pallet/1tonne)/52(4pal/3ton)53(6pal/6ton)54(10pal/8ton)55(12pal/10ton)
Delivery Instructions	
CL4 Name & Number	Delivery Zone (1-8)
Pricing (please circle)	Tier (not applicable to contract pricing - please circle)
List price/Contract	1=ListPrice/2=Super10/3=SuperRetail/4=SuperCafe/ 5=Super16(silver)/6=Super16(Gold)/7=SuperFitness/ 8=Super10(regional)/9=Super10(Tas)
PDA active (yes/no)	Cust Class (please circle)
	A=780cases+/B=260-779cases/C=60-259cases/D=0-60cases
Sales Group (Territory Manager ID)	
SAM (State Account Manager)	NBM (New Business Manager)

TERMS & CONDITIONS OF CREDIT

1. If this Application is approved, you acknowledge and agree that any credit facility provided to you on the terms and conditions stated in this Application and as subsequently varied by SA at its discretion and advised to you.

Payment & Other Charges

2. Invoices must be paid within 28 days from the date of the relevant monthly statement unless alternative payment terms have been agreed by SA in writing.
3. SA may actively pursue collection of any overdue invoices in which case any costs (including legal costs, commissions and bank charges) will be passed on to you.
4. SA may set off any amounts owed by SA to you from the amounts owed by you to SA.

Credit Limit

5. You must not exceed the credit limit notified to you by SA. If you exceed the credit limit, SA may immediately suspend delivery of products to you.
6. SA may, on your written request, increase or decrease your credit limit.

Title & Risk

7. Ownership in any products delivered to you does not pass to you until payment for the products has been made in full. All risk in the products passes to you immediately upon delivery of the product to you.

Liability

8. To the maximum extent permitted by law, SA's liability for any breach of a condition or warranty is excluded, or if it cannot be excluded then it is limited (at SA's discretion) to replacement of the products or reimbursement for the products.

Confidentiality

9. Subject to SA's rights generally under these terms (including its enforcement of those rights) SA and you agree to keep the terms of this Application confidential. SA will only use your confidential information for the purposes related to this Application

Privacy

10. SA complies with all applicable privacy laws (including the *Privacy Act 1988* (Cth)) and data protection laws as may be in force from time to time which regulate the collection, storage, use and disclosure of information.

Warranties

11. You warrant that all statements made and documents provided in connection with this Application and all representations that you make to SA in respect of this Application are true and correct.

Guarantee

12. If you are a corporation, SA may require one or more of your directors or officers to guarantee repayment of the balance of your credit facility. SA will notify you of this requirement if applicable.

Termination and Suspension

13. SA may, in its sole discretion and without cause, suspend or terminate your credit facility on 14 days written notice to you.
14. SA may terminate or suspend your credit facility immediately if:
 - (a) the amount of a monthly statement remains unpaid for more than 30 days from its due date;
 - (b) you breach any of these terms and conditions;
 - (c) you enter or threaten to enter into bankruptcy, liquidation or any other form of external administration, management or receivership or you enter into any scheme or arrangement with your credits;
 - (d) you cease, or threaten to cease, to conduct your business in a manner which in SA' opinion will hinder you from fulfilling your obligations under this Application;
 - (e) any person who has guaranteed your obligations under this Application withdraws their guarantee;
 - (f) you attempt to make payment to SA by dishonoured cheque; or
 - (g) SA was induced by a misrepresentation on your part to accept this Application.
15. If your credit facility is closed or suspended by SA under these terms, SA may require immediate payment of all outstanding amounts.

Change of Details

16. You must notify SA within 7 days of any change in control (as that term is defined in the *Corporations Act (Cth) 2001*) or ownership of you or any change or proposed change to your address. Despite these changes, you acknowledge that these terms and conditions continue to apply to you.

Variation & Assignment

17. SA may vary these terms and conditions by agreement with you, or unilaterally by giving you 14 days written notice of the variation and the date on which the variation becomes effective.

18. You must not assign this Application without SA's prior written consent (which SA may withhold in its absolute discretion). SA may transfer, assign, novate or otherwise deal with this Application, or any right or obligation under it, to a related body corporate (as that term is defined in the *Corporations Act 2001 (Cth)*) without your consent.

Governing Law

19. This Application governed by the laws of Victoria.

Approval			
Approved	<input type="checkbox"/>	Rejected	<input type="checkbox"/>
		Credit Limit \$	
Authorised by:	_____		Date: / /
Comments:			

DEED OF GUARANTEE



Date
Account No.
Parties

1. [Insert guarantor's name] (ABN [insert ABN])
of [insert address] (the **Guarantor**)
2. Schweppes Australia Pty Ltd (ABN 51 004 243 994) of Level 5, 111 Cecil Street, South Melbourne, Victoria (the **Beneficiary**)

Recitals

- A The Retailer has been approved for a Credit Facility on certain terms and conditions with the Beneficiary.
- B The Beneficiary requires the Guarantor to guarantee the Retailer's compliance with the terms and conditions for the operation, establishment and use of the Credit Facility.
- C The Guarantor will give the guarantee on the terms and conditions of this Deed.

It is agreed as follows.

1. Definitions and interpretation

1.1 The following definitions apply unless the context requires otherwise.

- (a) **Credit Facility** means the Application for Credit Account between the Beneficiary and the Retailer dated [insert date].
- (b) **Loss** means any claim, loss (including indirect, consequential and economic loss), liability, cost (including legal costs on a solicitor and own client basis) or expense of any kind.
- (c) **Related Bodies Corporate** has the meaning given in the Corporations Act 2001 (Cth).
- (d) **Retailer** means [insert details of the Retailer from the Contract].

2. Guarantee

2.1 In consideration of the Beneficiary providing the Retailer with a Credit Facility, the Guarantor:

- (a) unconditionally and irrevocably guarantees to the Beneficiary on demand the due and punctual performance by the Retailer of all its obligations under the Credit Facility; and
- (b) separately indemnifies the Beneficiary against any Loss incurred directly or indirectly by the Beneficiary in connection with any default or delay by the Retailer in performing any of its obligations under the Credit Facility.

2.2 The liability of the Guarantor under this clause is not affected by any act, omission or thing which, but for this clause, might operate to release or discharge the Guarantor from any of its obligations (with or without the consent of the Guarantor) including:

- (a) the grant to the Retailer or any other person of any time, waiver or other indulgence, or the discharge or release of the Retailer or any other person from any liability or obligation;
- (b) any transaction or arrangement that may take place between the Beneficiary and the Retailer or any other person;
- (c) any external administration of the Retailer (including liquidation, administration or receivership);
- (d) the failure or omission or any delay by the Beneficiary or the Retailer to notify the Guarantor of any default by the Retailer or any other person under this Deed; and
- (e) any legal limitation, disability, incapacity or other circumstances related to the Retailer or any other person.

2.3 This Deed:

- (a) extends to cover the Credit Facility as amended, varied or replaced (with or without the consent of the Guarantor); and
- (b) is a continuing guarantee and indemnity and, despite the revocation, discontinuance or discharge of the Credit Facility, remains in full force and effect for so long as the Retailer has any liability or obligation to the Beneficiary and until all of those liabilities or obligations are fully discharged.
- (c) The Guarantor must make all payments due under this Deed without deducting any taxes, duties, levies, imposts, deductions, charges and withholdings.

2.4 If the Guarantor is compelled by law to deduct any tax, duty, levy, impost, deduction, charge or withholding, it must pay to the Beneficiary an additional amount equal to that deduction. The Guarantor acknowledges that, except as expressly set out in this Deed, it has not entered into its obligations under this clause as a result of or by reason of any promise, representation, warranty, inducement or information given to it or the Retailer or to any person on their respective behalf by or on behalf of the Beneficiary.

2.5 The Guarantor may not set off, deduct or withhold any money that it is or may be liable to pay to the Beneficiary under this clause against any money that the Beneficiary or its Related Bodies Corporate is liable to pay to the Retailer or the Guarantor, whether under this Deed or otherwise.

2.6 If for any reason:

- (a) all or part of any transaction of any nature (including any payment or transfer) that affects or relates in any way to the money that the Guarantor is or may be liable to pay to the Beneficiary under this Deed is void, set aside or voidable;
- (b) any claim that anything contemplated by paragraph (a) is so upheld, conceded or compromised; or
- (c) the Beneficiary is required to return or repay any money or asset received by it under any transaction or the equivalent in value of that money or asset,

the Beneficiary will immediately become entitled against the Guarantor to all rights in respect of that money that it would have had if all or the relevant part of the transaction or receipt had not taken place. The Guarantor indemnifies the Beneficiary against any resulting Loss that may be incurred directly or indirectly by the Beneficiary. Unless the Beneficiary expressly agrees otherwise, this clause 2 continues after the revocation, discontinuance or discharge of the Credit Facility.

3. Notices

3.1 Any notice, demand, consent or other communication (a **Notice**) given or made under this Deed must be in writing and signed by a person duly authorised by the sender and delivered to the intended recipient by post, by hand or fax to the address or number above (unless amended with prior notice).

4. General

4.1 This Deed contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.

4.2 No amendment or variation of this Deed is valid or binding on a party unless made in writing executed by all parties.

4.3 The rights and obligations of each party under this Deed cannot be assigned, encumbered or otherwise dealt with and no party may attempt, or purport, to do so without the prior written consent of all parties.

4.4 Each party must bear its own costs arising out of the negotiation, preparation and execution of this Deed.

4.5 The governing law of this Deed will be the same as specified in the Credit Facility.

Executed as a Deed

Signed Sealed and Delivered by [insert name of Guarantor]:

Director Signature

Director/Secretary Signature

Print Name

Print Name

Date Signed

Date Signed

Witnessed By (Print Name)

Witness Signature

Date Signed

Signed Sealed and Delivered by
Schweppes Australia Pty Ltd: