

WINEX

PO Box 1692 Osborne Park DC WA 6916
Basement 465 Scarborough Beach Rd Osborne Park WA 6017

STORAGE & MANAGEMENT AGREEMENT:

Instructions: Please complete the details requested, and fax this page only to (08) 9204 3535

NAME: (Client) Surname: _____
Given Name/s: _____

POSTAL ADDRESS: Number/ Street _____
Suburb _____
State _____ Postcode _____

DELIVERY ADDRESS: Number/ Street _____
Suburb _____
State _____ Postcode _____

CONTACT DETAILS: Phone (Office) _____ Fax _____
Phone (Home) _____ Mobile _____
Email Address _____

WHERE DID YOU HEAR OF US? _____

INSURANCE REQUIRED: Yes / No? _____ Amount \$ _____

HANDLING AND INVENTORY REQUIRED: _____ Yes / No?

CLIENT AUTHORISATION:

I request WINEX to provide storage and other services as instructed by me from time to time in accordance with the Schedule of Agreed Rates as published from time to time and on the attached Terms and Conditions.

Signature _____ Date _____

ACCOUNT PAYMENT:

Cheque Payment I will pay my accounts using direct deposits / cheques

Credit Card I authorise WINEX to charge my credit card

CREDIT CARD No: _____ CARD TYPE: Visa/ MasterCard _____

NAME ON CARD: _____ EXPIRY DATE: _____ / _____

SIGNATURE: _____ DATE SIGNED: _____

TERMS AND CONDITIONS:

1. DEFINITIONS AND INTERPRETATION

1.1 In these conditions unless the context otherwise requires:

(a) "Cases" means storage containers, cartons or devices used from time to time for the storage of Goods at any of the Facilities;

"Client" means the person who deposits Goods for storage and/or Nominated Services at any of the Facilities;

"Facilities" means any premises that WINEX's has control of or access to, which has been accredited by WINEX as a suitable environment to store Goods;

"Goods" means property of the Client including wine, alcoholic beverages or other Goods deposited with or placed in the custody of WINEX, which are deemed acceptable for storage at the Facilities;

"Deposit Documents" means WINEX's pick up, deposit documents, purchase notification and or transport or transfer instructions;

"WINEX" means WINEX Pty Ltd (ACN 097 426 296);

(b) reference to WINEX includes, where applicable, its officers, employees, agents and sub-contractors;

(c) words importing the singular number import the plural number and vice-versa;

(d) words importing a particular gender import the other genders; and

(e) headings and highlighting are for convenience only and do not effect the interpretation of these conditions.

2. ACCEPTANCE OF GOODS

2.1 Goods are only accepted by WINEX for storage at any of the Facilities on these conditions.

2.2 WINEX shall not be bound by any variation to these conditions unless the variation is in writing, signed on behalf of WINEX by its duly authorised officer.

3.0 CLIENT'S WARRANTIES

3.1 The Client warrants, represents and undertakes to WINEX and to any person claiming or in the right of WINEX that:

(a) the Client will fully, adequately and truly describe Goods on the Deposit Documents

(b) the Client will be the owner of the Goods or will otherwise lawfully be entitled to store Goods at any of the Facilities;

(c) Goods will not be subject to any encumbrance or right of any third party, which would or might prevent the Client storing them at the Facility on these conditions during any period of storage;

(d) all customs, excise, duties and tax ("Taxes") will be paid in full in relation to Goods before they are deposited with WINEX for storage and WINEX shall not be liable for any failure to pay taxes in relation to Goods;

(e) the Client has made their own inquiries as to the suitability and fitness of WINEX for their purposes and has not relied upon any representations made by WINEX,

(f) Goods will not be or include illegal, dangerous, inflammable, corrosive, explosive, volatile, offensive or aerosol items or substances (collectively "Dangerous Goods"); and

(g) the Client will keep WINEX advised of the Clients current address, telephone number, fax number and email address if applicable.

3.2 The Client will indemnify WINEX against all costs, claims, demands, suits and damages whatsoever and howsoever arising out of any breach of the warranties set out in condition 3.1.

4 INSURANCE

4.1 All Goods shall be stored at the Facilities and carried by WINEX at the Clients risk in all things.

4.2 Goods will not be insured by WINEX in its own right.

4.3 The Client shall be responsible for the insurance of Goods, which insurance should take account of these conditions.

4.4 If the Client insures Goods through an insurance broker introduced by WINEX ("the Broker") then, even though WINEX may receive a commission for referring the Client to the Broker or for arranging the insurance, for all purposes related to the storage and carriage of the Goods, WINEX shall be deemed to have no knowledge of the terms, conditions and quantum of any insurance and shall not in any way be liable to the Client in respect of any matter relating to insurance of Goods.

5.0 ACCESS TO THE FACILITIES

5.1 The Client shall have no right to enter the secure area of the Facilities without WINEX's consent and then only in accordance with the access procedures published by WINEX from time to time.

6.0 CELLAR RECORDS

6.1 Where WINEX has agreed to maintain "cellar records" of Goods stored at the Facilities, WINEX only warrants the accuracy of those records where the Client has requested it to provide its full cataloguing service, but otherwise will provide the Client with records in accordance with information provided by the Client as to the contents of Cases, or as indicated on the Deposit Documents.

7. SECURITY AND INSPECTION OF GOODS

7.1 Subject to these conditions and to any express or implied instructions by the Client to the contrary from time to time, Cases will not be opened by WINEX other than at the request of the Client.

7.2 Despite anything contained in the preceding condition, where circumstances require, in the exercise of its absolute discretion, WINEX shall be entitled to open any sealed Case in which Goods are placed and peruse any document accompanying or associated with Goods to determine the nature, condition or ownership of the Goods.

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- 8.0 DANGEROUS GOODS AND REPACKING OF GOODS
- 8.1 If in WINEX's opinion Goods are or are liable to become of Dangerous goods, WINEX may at any time destroy, dispose of, abandon or render the Goods harmless without liability or compensation to the Client and without prejudice to WINEX's right to any charges under these Conditions.
- 8.2 If Cartons are damaged or otherwise require replacement from time to time, WINEX may, in the exercise of its absolute discretion, repackage Goods in new Cartons at the Clients expense.
- 9 DELIVERY AND PICK UP OF GOODS
- 9.1 WINEX is not a common carrier and in the exercise of its absolute discretion, may at any time refuse the transport or carriage of Goods for any person or the transport or carriage of any class of Goods or any particular Goods.
- 9.2 Despite any specific instructions given by the Client as to the mode of carriage of goods, in the exercise of its absolute discretion WINEX may carry Goods or have them carried by sub-contractors and by any means.
- 9.3 Delivery charges shall be considered earned whether or not Goods are delivered to any nominated consignee and whether damaged or otherwise.
- 9.4 If: (a) a consignee named in the Client's delivery instructions is not in attendance at the address specified in the delivery instructions during normal business hours or at a time specified for delivery by the Client; or
(b) WINEX arrives to effect delivery at a consignee's premises and for any reason outside WINEX's control; WINEX is delayed in effecting prompt delivery,
WINEX will be entitled to charge the Client an additional charge for every call made for delivery purposes or for the time of any delay in effecting delivery and the Client will pay those charges on demand.
- 10 PAYMENT OF ACCOUNTS
- 10.1 The Client shall pay storage, delivery, pick up and other charges in accordance with WINEX's Schedule of Agreed Rates as published from time to time.
- 10.2 Unless WINEX otherwise agrees in writing, WINEX accounts are payable within 7 days of invoice.
- 10.3 The Client shall pay interest on overdue accounts at the rate from time to time payable by virtue of the Penalty Interest Rates Act 1983 with effect from the time the accounts are payable.
- 10.4 If the Client has given WINEX authority to charge payments to the Client's credit card, WINEX may charge its accounts to the Clients credit card as when they fall due.
- 10.5 If any credit card authorisation is declined, WINEX shall not be obliged to seek further authorisation and interest shall be payable at the rate set out in Condition 10.3 from the time the credit card authorisation was declined until the outstanding account has been paid in full.
- 11 LIMITATION OF LIABILITY
- 11.1 WINEX shall not be liable for any loss or damage to the Goods arising out of their packing, storage or handling, whether in transit or otherwise.
- 11.2 To the full extent allowed by law, WINEX shall not be liable in any way to any person for and is expressly released by the Client from any liability for:
(a) any loss, deterioration, contamination or evaporation of or any damage to goods while in WINEX's possession or control;
(b) any failure to deliver Goods at a time or to a place specified by the Client or at all; and
(c) any consequential loss suffered by any person arising out of the matters referred to in paragraphs (a) and (b) even if the alleged liability arises out of WINEX's negligence or any breach of contract by WINEX.
- 11.3 To the full extent allowed by law, any conditions or warranties which are imposed or implied by any Law in relation to the storage or carriage of Goods which are adverse to WINEX are hereby excluded and to the extent that they cannot be excluded, then WINEX obligations shall be limited to the supply of its services again or payment for the supply of those services.
- 11.4 If by operation of law, WINEX is held liable in any way to any person for any of the matters referred to in conditions 11.1 and 11.2, WINEX's liability shall be limited to \$250 in total in respect of the whole of the Client's Goods irrespective of the number of individual Cases stored or carried by WINEX or the actual value of the Goods.
- 12 LIEN
- 12.1 WINEX shall have a lien on all Goods and any documents relating to them for all sums payable by the Client to WINEX and for that purpose WINEX shall have the right to sell Goods by public auction or private treaty on giving not less than 14 days notice to the Client.
- 13 GENERAL
- 13.1 Without derogating from any other method of service allowed by law, any notice, demand or other communication sent to the Client by post to the last address given to WINEX in writing by the Client shall be deemed to be received by the Client in the ordinary course of post.
- 13.2 The waiver by WINEX of the Clients warranties, representations or obligations shall not prevent the subsequent enforcement of those warranties, representations or obligations and shall not be deemed to be a waiver of any subsequent breach.
- 13.3 If for any reason any provision of these conditions shall conflict with any mandatory provision of any Law, then the conflicting condition shall be severed or modified to the extent necessary to bring it within the provisions of the Law and so modified, these conditions shall continue in full force and effect.
- 13.4 The proper law of these conditions is the law of the State where the respective Facility is located and unless otherwise agreed by WINEX, the Courts of that State have exclusive jurisdiction to deal with all matters arising out of these conditions.
14. ASSIGNMENT
- 14.1 The rights of the Client cannot be assigned without the written consent of WINEX.