

CREDIT ACCOUNT APPLICATION FORM



Please complete and return to the Credit Manager at Photobition Pty Limited. PO Box 3138 Marrickville Metro 2204

23 Links Avenue North
Eagle Farm QLD
Australia 4009

T +61 7 3620 7600
E accounts.nsw@flash.com.au
I www.flash.com.au

Customer No:
Rep code:
(office use only)

PART A BUSINESS DETAILS - To be completed by all customers		
Trading Name:		
Company Name:		
Previous Name:	(if applicable)	
Postal Address:		
	Postcode:	
Delivery Address:		
	Postcode:	
Email Address:	Tel:	
A.B.N.	Fax:	
How Long Established:	No. of Employees:	
Bank Name:		
Bank Branch:	Postcode:	
BSB No:		
Account Number:	Credit Limit Required:	

PART B CONTACT DETAILS - For all customers		
Payment contact:	Production Contact:	
Accountant Name:	Accountant Address:	

PART C For Limited Liability Companies Only		
Registered Office:		
	Postcode:	
Date of incorporation:	A.B.N.:	
Name:	Holding Company:	

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PART D DIRECTORS, PARTNERS AND SOLE TRADERS DETAILS - for all customers			
Full names and private addresses of proprietor or partners:			
Name:		Position:	
Address:		Signature:	
		Postcode:	
Name:		Position:	
Address:		Signature:	
		Postcode:	
Name:		Position:	
Address:		Signature:	
		Postcode:	

PART E NAME AND ADDRESS OF THREE TRADE REFERENCES - for all customers			
Company Name:		Tel:	
Address:			
		Postcode:	
Contact:			
Company Name:		Tel:	
Address:			
		Postcode:	
Contact:			
Company Name:		Tel:	
Address:			
		Postcode:	
Contact:			

- I/We hereby request you to open a Monthly Credit Account and authorise you to make such enquiries as may be necessary to support this application.
- I/We agree to operate my/our accounts in accordance with your Company's General Sales Terms and Conditions (the principal conditions being noted below) and agree that all transactions are entered into on the basis of these Conditions to the exclusion of all conditions or terms operated by me/us.
- Each of the application / signatories / guarantors and / or directors: (a) guarantee the payment of your account(s) issued to the application; (b) acknowledge and agree that the information contained in the commercial credit application form may be disclosed to a credit reporting agency or to another provider; (c) agree that they will pursuant to the guarantee be jointly and severally liable for payment of the account(s) together with interest at the rate of 12.5% simple interest per annum calculated from expiry of 30 days after the date of invoice;
- I/We understand that the current Conditions of Sale, which have been supplied to me/us, may be varied from time to time by the Company.
- If granted credit terms I/we agree to pay in accordance with these.

General Sales Terms and Conditions

- Payment terms are net 30 days from the date of invoice.
- The supply of goods is on the condition that the title on the goods does not pass until they have been paid in full.

NB: Orders must be in writing and signed by a duly authorised signatory.

Signed:		Position:	
Name in full:		Date:	

ORDER PROCUREMENT SYSTEM

So as to minimise disputes and misunderstandings we would be grateful if you could take the time to indicate which of the following matches your requirements for order procurement:



19 Chester Street
Newstead QLD
Australia 4006

T +61 7 3620 7600
F +61 7 3252 1228
E accounts.nsw@flash.com.au
I www.flash.com.au

At least 1 must be agreed to:

Purchase Order required on procurement	yes	no
Purchase Order number only, required on procurement	yes	no
Signed Quotation indicating approval and authority to proceed	yes	no
Purchase Order number cited on supplier invoice	yes	no
Other (please specify)		
Signed:	Name:	
Position:	Date:	

GENERAL SALE TERMS AND CONDITIONS

PHOTOBITION PTY LIMITED T/AS FLASH / PHOTOBITION

Interpretation

1. In these Conditions:

- (1) "Seller" means Photobition Pty Ltd trading as Flash Photobition which is the Seller of the goods
- (2) "Client" means the client of the Goods
- (3) "Goods" means the products and, if any, services provided by the Seller
- (4) Nothing in these Conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Trade Practices Act 1974) and which by law cannot be excluded, restricted or modified.

2. Orders

The Seller may accept or refuse to accept in whole or in part any order placed by the Client and, where the Seller delivers products in installments, these conditions of sale apply to each installment as if they were a separate contract.

3. Price

- (a) Unless otherwise stated all prices quoted by the Seller are net exclusive of goods and services tax (GST).
- (b) Prices quoted are those applying at the date of issue of quotation and may vary from time to time at the discretion of the Seller.
- (c) Prices do not include freight, insurance, goods and services tax (GST) or any Duties, levies or other incidental costs unless expressly stated.

4. Credits

The Client must notify the Seller in writing within seven days of any claim for defective Goods or any delivery shortfall. The Seller at its discretion shall accept all reasonable claims made within that time frame and issue a credit or reprint faulty or undelivered Goods.

5. Delivery

- (a) Any delivery times made known by the Seller to the Client are estimates only and the Seller is not liable for late delivery or non-delivery.
- (b) The Seller is not liable for any loss, damage or delay occasioned to the client or its customers arising from late or non-delivery or late installation of the goods.
- (c) The client at all times remains responsible for the delivery of the goods from the Sellers premises however the Client may request the Seller to arrange delivery of the goods to nominated premises at the Clients expense.
- (d) The Seller may at its option deliver the goods to the Client in any number of installments unless there is agreement to the effect that the client will not take delivery by installments.
- (e) If the Seller delivers any of the goods by installments and any one of those installments is defective for any reason:
 - I. It is not a repudiation of the Contract of Sale formed by these conditions
 - II. The defective installment is a severable breach that gives rise only to a claim for compensation.

6. Loss or damage in transit

- (a) The Seller is not responsible to the Client or any person claiming through the client for any loss or damage to goods in transit caused by any event of any kind by any person (whether or not the Seller is legally responsible for the person who caused or contributed to that loss or damage).
- (b) The Seller must provide the Client with such assistance as maybe necessary to press claims on carriers so long as the client:
 - I. has notified the Seller and the carriers in writing immediately after loss or damages is discovered on receipt of goods; and
 - II. lodges a claim of compensation on the carrier within three (3) days of the date of receipt of the goods.

7. Payment

- (a) The purchase price in relation to goods is payable net and payment of the price of the goods must be made on or before the thirtieth day of the month next following the delivery of the goods unless other terms of payment are expressly stated in these conditions in writing.
- (b) The Seller may suspend or cancel any other Agreement with the Client and charge interest rates as set down by the Supreme Court of New South Wales on any unpaid amount from the date upon which the account becomes overdue.

8. Title

The Seller reserves the following rights in relation to the goods until all accounts owed by the Client to the Seller are fully paid;

- (1) Ownership of the goods;
- (2) To enter the Clients premises (or the premises of any associated company or agent where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods; and
- (3) to keep or resell any goods repossessed pursuant to (2) above;

The Seller shall be entitled to maintain an action against the Client for the purchase price and the risk of the goods shall pass to the client upon delivery.

9. Risk

All risk in the Goods shall pass from the Seller to the Client upon delivery.

10. Delivery Re-Schedules

Any delivery of Goods may be deferred only once for a period of no longer than 30 days from the date of invoice. Thereafter, the amount payable by the Client shall become due and payable immediately irrespective of whether the Goods have been delivered.

11. Storage

The Seller reserves the right to make a reasonable charge for storage if delivery instructions are not provided by the Client within fourteen (14) of a request by the Seller for such instructions. The parties agree that the Seller may charge for storage from the first day after the Seller requests the Client to provide delivery instructions.

12. Liability

The Seller's liability to the Client in respect of any Goods or related services shall not include liability for any losses or damages in the nature of consequential losses, economic losses, losses of profit, losses of or liabilities to third parties, losses from disruption to business activities or any damages of any nature whatsoever relating to these losses whether caused by the neglect, breach or default of the Seller or any of its employees.

13. Installation

Where installation is to be performed by the Seller at nominated premises, such premises must meet the specifications given by the Seller. Where such specifications are not met and additional costs are incurred by the Seller, such costs will be passed onto the Client.

14. Property Rights

Unless agreed at time of placing the order the sale of Goods does not include nor convey any intellectual property to the Client, such as copyright, designs, trade marks or similar unless that intellectual is provided by the Client. Digital artwork created by The Seller will at all times remain the property of The Seller unless otherwise agreed.

15. Guarantee

- (1) Subject to the provisions of this Agreement the Sellers liability for goods manufactured by it is limited to making good any defects by repairing the defects or at the Sellers option by replacement, within a period not exceeding twelve (12) calendar months after the goods have been dispatched so long as:
 - (a) Defects have arisen solely from faulty materials or workmanship;
 - (b) The goods have not received maltreatment, inattention or interference
- (2) If the goods are not manufactured by the Seller the guarantee of the manufacturer of those goods is accepted by the client and is the only guarantee given to the client in respect of the goods. The seller agrees to assign to the Client on request made by the Client the benefit or any warranty or entitlement to the goods that the manufacturer has granted to the seller under any contract or by implication or operation of law to the extent that the benefit of any warranty or entitlement is assignable.
- (3) The Seller is not liable for and the Client releases the Seller from any claims in respect of faulty or defective design of any goods supplied unless such design has been wholly prepared by the Seller and the responsibility of any claim has been specifically accepted by the Seller in writing.
- (4) Except as provided in these conditions all express and implied warranties, guarantees and conditions under Statute or general law as to merchantability, description, quality, suitability or fitness of the goods for any purpose or as to design, assembly, installation, materials or workmanship or otherwise are expressly excluded. The Seller is not liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the goods or arising out of the Seller's negligence or in any way whatsoever.
- (5) The Sellers liability for a breach of a condition or warranty implied by Div 2 of Pt V of the Trade Practices Act 1974 (other than s 69) is limited to:
 - (1) in the case of goods, any one or more of the following:
 - (a) the replacement of the goods or the supply of equivalent goods;
 - (b) the repair of the goods;
 - (c) the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (d) the payment of the cost of having the goods repaired; or
 - (2) in the case of services:
 - (a) the supplying of the services again; or
 - (b) the payment of the cost of having the services supplied again.
- (6) The Seller's liability under s 74H of the Trade Practices Act 1975 is expressly limited to a liability to pay to the purchaser an amount equal to:
 - (1) the cost of replacing the goods;
 - (2) the cost of obtaining equivalent goods; or
 - (3) the cost of having the goods repaired, whichever is the lowest amount.

16. Cancellation

No order may be cancelled except with consent in writing and on terms which will indemnify the Seller against all losses

17. General

These terms and conditions shall be governed by and construed in accordance with the laws of the State of New South Wales. Note: The provision of the Trade Practices Act and other legislation may imply certain conditions and warranties or impose obligations on the Seller which conditions, warranties and obligations cannot, except to a limited extent be excluded, restricted or modified by agreement between parties. Quotes and invoices regarding price, quantity, delivery and special conditions form part of the agreement. These terms and conditions are subject to any such provisions.

Particular Conditions of Engagement

- (1) This document is to be read in conjunction with The Seller’s attached Fee proposal.
- (2) The Seller must receive confirmation of the client’s engagement in writing and acceptance of the terms and conditions stated herein and in the Fee proposal.
- (3) Where there are estimated stages in The Seller’s Fee Proposal, The Seller will confirm fees and expenses in writing prior to proceeding with the relevant stage.
- (4) In circumstances where The Seller’s involvement is over and above that which is documented in the Fee Proposal (or subsequent additions to the proposal) this extra involvement will be conducted at hourly rates (\$150 /hr + GST) and where appropriate, quoted for the client’s approval prior to commencement.
- (5) Payment terms on completed stages of work are 14 days nett, unless previously agreed to in writing.
- (6) The payment of deposits may be required prior to the commencement of some stages. If so, these deposits will be outlined in the attached Fee Proposal. These deposits are to cover initial outgoings and therefore cannot be refunded.
- (7) The Seller owns the copyright on all documentation produced by The Seller.
- (8) The Seller owns the intellectual property (the design rights) to all the design work produced by The Seller.
- (9) The client has the right to postpone/alter/terminate The Seller’s involvement in a project at any time (notice of such must be given in writing). The client agrees to pay for The Seller’s time and expenses incurred on the client’s behalf up until such notice being given.
- (10) If the client elects to postpone/alter/terminate The Seller’s involvement, then the client agrees that the design work and documentation completed prior to such is only suitable for the purposes intended in the stage currently undertaken. Any additions or alterations to The Seller’s design work may be a breach of copyright. The client design work and for applications where The Seller’s design work is used for purposes other than those outlined in the attached Fee Proposal or subsequent documentation.
- (11) Termination of The Seller’s involvement prior to the completion of a project as outlined in the attached Fee Proposal does not entitle the client to the right to associate The Seller’s name with the design/product/service (unless otherwise agreed to in writing).

ACCEPTANCE

I,for and on behalf of.....(the client)
wish to engage the design services of Flash Photobition in accordance with the Fee Proposal dated.....
(copy attached), and in so doing agree to the Conditions of Engagement presented by Flash Photobition.

CLIENT DETAILS _____

Company Name: _____

ABN. Number: _____

Company Address: _____

Contact Name _____