

# CREDIT APPLICATION FORM

(To be completed by the applicant in full)

1. Customer (Trading Name) \_\_\_\_\_

2. Customer (Full Legal Name) \_\_\_\_\_

3. Street Address \_\_\_\_\_

4. Postal Address \_\_\_\_\_

5. Registered Office \_\_\_\_\_

6. Telephone Number(s) \_\_\_\_\_

7. Company or Partnership \_\_\_\_\_ Date Incorporated \_\_\_\_\_

8. E-Mail Address \_\_\_\_\_

10. Name of Directors/Private Address/Phone No.

a) \_\_\_\_\_

b) \_\_\_\_\_

c) \_\_\_\_\_

11. Date Business Commenced \_\_\_\_\_ Order Forms Required: Yes  No

12. Previous Trading Name (If Any) \_\_\_\_\_

13. Bank \_\_\_\_\_ Branch \_\_\_\_\_

14 Trading References (Company Name/Full Address/Phone No.)

a) \_\_\_\_\_

b) \_\_\_\_\_

c) \_\_\_\_\_

I (Name in Full) hereby apply to open a monthly credit account with Buy Promotional Australia and request Buy Promotional Australia to supply goods and services and grant credit to the customer named above. I certify that all the information supplied in this form is true and correct and that I am authorised to make this application for credit. I hereby agree that all purchases or service contracts will be made on the basis of Buy Promotional Australia terms as set out and attached hereto which we have read and understand, and in particular on the basis that payment will be made in full no later than the 20th day of the month following the month of delivery. I acknowledge that where a guarantee is required this application, if approved, will not be effective until the guarantee is signed.

Date \_\_\_\_\_

Full Personal Name \_\_\_\_\_

Capacity \_\_\_\_\_ Signed \_\_\_\_\_

## Buy Promotional Australia Terms and Conditions of Sale

### 1. ACCEPTANCE.

Unless a quotation is accepted within 14 days of the date on which it is given, it does not necessarily hold good.

### 2. COST VARIATIONS.

Quotations are based on stocks available and costs prevailing at the time of quoting. The quoted price is subject to amendment by Buy Promotional Australia in recognition of movements in these costs and the prices to be paid for available stocks at production time unless otherwise specified in writing.

### 3. GOODS AND SERVICE TAX.

The customer is liable for all Goods and Services Tax levied upon that customer's work. This includes tax which may not have shown on the quotation or invoice.

### 4. VARIATIONS IN QUANTITY.

Every effort will be made by Buy Promotional Australia to deliver the quantity specified. All quotations however are conditional upon a margin of 5% being supplied over or under. This margin may be charged or deducted respectively on a pro rata basis.

### 5. PROOFS.

Authors corrections on and after the first proof including alterations in style shall be charged as extra. No responsibility will be accepted for errors in proofs passed by customers.

### 6. ALTERATIONS.

Quotations are based on the original specifications. If through the customer's error or change of mind extra work is involved, then such work will be charged at current rates.

### 7. CUSTOMER'S VERBAL INSTRUCTIONS.

Buy Promotional Australia shall not be held liable for errors or omissions arising from an oversight or a misinterpretation of a customer's verbal instructions.

### 8. HOLDING PRESS TO CUSTOMER'S INSTRUCTIONS.

Unless the customer is present when the press is made ready, presses held standing awaiting a customer's instruction will be charged at current rates for the time standing.

### 9. CARE AND DISPOSAL OF PROPERTY.

Customer's property and all property supplied to Buy Promotional Australia by or on behalf of the customer will be held at customer's risk. All plates will be retained for a period of one month following use. After this period plates will be disposed of at Buy Promotional Australia's discretion. Where a specific request is made in writing, plates will be held for an indefinite period.

### 10. SUSPENDED WORK.

The suspension of any work for a period of 30 days shall entitle Buy Promotional Australia to payment in full for the portion of the work completed.

### 11. CLAIMS.

Any complaint must be made in writing within 10 days of receipt of goods. Beyond this no claims can be recognised.

### 12. LIABILITY.

Buy Promotional Australia shall not be liable for any indirect or consequential loss or for any loss to a customer arising from third party claims occasioned by errors in carrying out the work or by delays in delivery.

Buy Promotional Australia shall not be liable for delay or failure to perform any obligations if the cause of the delay or failure is beyond its control.

### 13. ILLEGAL MATTER.

a) Buy Promotional Australia shall not be required to print or supply any matter which in its opinion may be illegal or libelous in nature.

b) Buy Promotional Australia shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any illegal or libellous matter manufactured or produced for the customer or any infringement of copyright, patent or design.

### 14. INTEREST CHARGES ON OVERDUE ACCOUNTS.

All prices quoted are nett, payable on the 20th of the month following date of first delivery or as specified. In the event of payment not being received by the end of the due month interest at your overdraft rate plus 5% may be charged by Buy Promotional Australia on the overdue balance from the first day of the month following the due date for payment until payment is required. The charging of interest does not imply the granting of any extension of credit terms allowed. In the event of payment default Buy Promotional Australia is entitled to recover from you all legal and other costs, including collection agency commission, incurred by Buy Promotional Australia arising from the collection of the amount owing.

### 15. PASSING OF TITLE.

Notwithstanding any period of credit, legal and beneficial ownership of any and all goods supplied shall remain with Buy Promotional Australia until payment in full is made for them and for all other goods supplied by Buy Promotional Australia to the customer.

If payment is overdue in whole or in part in respect of any of the goods supplied, Buy Promotional Australia may (without prejudice to any of its other rights) recover or resell them or any of them (notwithstanding any reasonable incidental consequential loss or damage in respect of goods which have become constituents of other goods) and may enter upon the customer's premises by its servants or agents for that purpose.

If the goods are sold (either before or after they have become constituents of other goods, equipment or products) by the customer before full payment to Buy Promotional Australia in respect of them, then the proceeds of sale thereof shall be the property of Buy Promotional Australia and the customer will ensure that such proceeds are at all times identifiable and can, at the request of Buy Promotional Australia, be paid to Buy Promotional Australia or held in a separate fund, in trust, on account of Buy Promotional Australia.

### 16. PERSONAL PROPERTY SECURITIES ACT 1999 (PPSA).

The customer acknowledges and agrees that Buy Promotional Australia may register any security interest that Buy Promotional Australia has in respect of the goods and their proceeds on the Personal Property Securities Register and that such security interest survives until the goods are fully paid for.

The customer waives its right to receive a verification statement in respect of any financing statement relating to the security interest.

### 17. WARRANTY.

Buy Promotional Australia does not provide any warranty that the Goods and Services are fit and suitable for the purpose for which they are required by the client and shall not be liable if they are not.