

# APPLICATION FOR COMMERCIAL CREDIT ACCOUNT with Burleigh Print

Public Company

Private Company

Partnership

Sole Trader

Company Name: \_\_\_\_\_ ACN: \_\_\_\_\_

Trading As: \_\_\_\_\_ ABN: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Place of Business: \_\_\_\_\_

Accounts Person: \_\_\_\_\_ Phone: \_\_\_\_\_

## DIRECTORS DETAILS

1.Name: \_\_\_\_\_ 2.Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

3.Name: \_\_\_\_\_ 4.Name: \_\_\_\_\_

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Nature of Business: \_\_\_\_\_

Time Business has been operating: \_\_\_\_\_ years.

AMOUNT OF CREDIT REQUESTED \$  TERMS REQUESTED  DAYS

## TRADE REFERENCES

1.Name: \_\_\_\_\_ Ph: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

2.Name: \_\_\_\_\_ Ph: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

3.Name: \_\_\_\_\_ Ph: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

## NAMES OF PEOPLE AUTHORISED TO PLACE ORDERS ON THIS ACCOUNT:

1. \_\_\_\_\_ 3. \_\_\_\_\_

2. \_\_\_\_\_ 4. \_\_\_\_\_

I/We (please print name/s) \_\_\_\_\_

Hereby personally guarantee the debts incurred by the above applicant with Burleigh Print Centre.

Signature of Applicant or person authorised to sign on its behalf. Application Date:

Applicants Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Witnesses Address: \_\_\_\_\_

Please return this completed form to:

**Burleigh Print**

**ABN: 20 242 709 869**

**PO Box 3421 Burleigh Town PO QLD 4220**

**Phone: (07) 5520 0655 Fax: (07) 5520 2677**

# TERMS AND CONDITIONS OF SALE

1. In these terms and conditions:

- a. "Company" means Burleigh Print & Copy Centre ABN 20 242 709 869.
- b. "Customer" means the person or company named in the Order Form.
- c. "Order" means the purchase order for the goods, materials or services constituted by this document.

2. Unless otherwise specially agreed in writing, all orders placed for supply of goods and/or services will be accepted only on the following terms and conditions.

3. Pricing:

- a. In addition to the payment of the price for the goods and/or services the Customer shall also pay an amount equal to GST in respect of the goods and/or services supplied. The Customer must supply the Company with their ABN number prior to, or at the time of, placing an order with the company.
- b. Between the date of order and delivery if there is an increase in the cost to the Company of supplying the goods and/or services which is beyond the control of the Company, then this shall be added to the account of the Customer.
- c. Where more than two proofs are requested after quotations are given, or where printing press proofs are demanded, the customer shall pay time charges to cover the full cost.
- d. Unless otherwise agreed, the Customer shall bear the cost of purchasing or preparing special fonts, images or illustrations specially prepared on the Customer's request. While all care is taken by the Company to ensure purchased fonts, images and illustrations are only used for personal use or promotional purposes, it is the responsibility of the Customer that these fonts, images or illustrations are used within the standard license agreement and are not reproduced for sale, distribution or licence.

4. Unless the quotation is accepted in its existing form within 30 days from the date on which it is given it may be deemed to have lapsed.

- a. When quotations are based on printed, typewritten or other copy and the copy given is poorly prepared or is different from that originally submitted or described, an extra charge may be made for any additional work or cost involved. The Company's written quotation shall be deemed to interpret correctly the Customer's instructions, whether written or verbal, and Customers are accordingly advised to exercise due care in checking quotations.
- b. Quotation allows for the cost of proof only but no finished sample.

5. Our terms of payment are net 30 days from invoice date. However, the Company reserves the right to require a deposit upon acceptance of an order. Where payments are not made within the above terms, all discounts will be immediately revoked.

- a. Unless the Consumer Credit Code applies, the Company shall be entitled to charge interest at a rate of 15% per annum calculated daily on all outstanding amounts.
- b. The Company shall indemnify the Company for any costs incurred by the Company in recovering outstanding amounts owing by the Customer to the Company including any fees paid to a debt collection agency and legal fees.
- c. If the customer makes default in payment, commits an act of Bankruptcy or being a company passes a resolution for winding up, except for the purpose of reconstruction, or a Court makes an order that will effect or a Receiver is appointed to manage the affairs of the company, the Company reserves the right to withdraw or cancel the contract (so far as it remains unperformed) in whole or in part, without liability on its part and to receive payment in full for the portion of the contract completed.
- d. All accounts requiring monthly invoicing totaling less than \$30.00 will incur a \$5.00 administration fee. This also applies to any invoicing under special circumstances, at the Company's discretion.

6. In most cases, the Customer will collect goods from the Company unless otherwise agreed upon.

- a. Where the Company arranges delivery, prices include the cost of delivery but do not include insurance of goods. Unless otherwise instructed by the Customer in writing, insurance cover for goods in transit will not be arranged.
- b. The Company will not be held liable for goods that are lost, damaged or delayed when delivered by post or courier. This is beyond our control. The customer may choose their own courier otherwise our trusted partners will be used.
- c. If goods remain uncollected for 30 days from completion the Company reserves the right to dispose of the goods. The Customer remains liable for all costs incurred, including, if applicable, the costs of disposal.

7. Any period or date for delivery of goods or provision of services stated by the Company is intended as an estimate only.

- a. Should expedited delivery be agreed upon, necessitating overtime or other additional costs, an additional charge may be made.
- b. The suspension of any work for a period of 30 days shall entitle the Company to payments in full for the portion of the work completed.

8. The risk in the goods shall pass to the Customer at the time of delivery. The Customer agrees that the legal title to and ownership of the goods is retained by the Company until and is only transferred to the Customer upon payment by the Customer to the Company of all amounts owing to the Company, whether under this or any other contract with the Company. If goods are sold by the Customer to a third party, then, until the Company has received payment in full for those goods, the Customer must hold any proceeds from the sale of those goods on trust for the Company. The Customer and its legal assigns hereby irrevocably gives the Company, its employees and agents, leave and licence to enter on and into premises occupied by the Customer without notice to search for and remove any of the goods supplied so long as any monies are owing by the Customer to the Company and the Customer agrees that the Company shall not be liable to the Customer or any person or company claiming through the Customer for such action taken by the Company.

9. No order once accepted by the Company may be cancelled or varied by the Customer except by written agreement of the Company. Normally the Company will not agree to cancellation where it has already ordered the goods and/or services for the purpose of fulfilling the order.

- a. Without prejudice to any other rights the Company may have, the Customer shall indemnify the Company for any loss, damage or expense incurred by the Company should the Customer cancel an order or part of an order.

10. The Customer indemnifies and shall keep the Company indemnified against all loss suffered or incurred by the Customer arising out of the use of the goods and/or services which is caused by the negligence or wilful act or omission, product modification or alterations of the Customer, its employees, agents or contractors, or failure to use the goods

and/or services in accordance with the Company instructions or common or accepted industry practice.

11. Limitation of Liability:

- a. To whatever extent permitted by law, the Company gives no warranty beyond that offered by the original supplier. The original supplier's judgement is final and binds both the Company and the Customer. To whatever extent permissible by law, the Customer agrees to prosecute any warranty dispute directly with the original supplier and the Company will use its best endeavours to assist in resolving such a dispute.
- b. All implied conditions, warranties and undertakings other than those implied by Part V of the Trade Practices Act (1974) which cannot be excluded, restricted or modified are expressly excluded.
- c. Subject to (a) above, where the goods or services are of a kind other than goods or services ordinarily acquired for personal, domestic or household use than the Company's liability for breaching a condition, term or warranty implied by Part V of the Trade Practices Act is limited, at its option, in the case of goods, to any one or more of the following:
  - The replacement of the goods or the supply of equivalent goods;
  - The repair of the goods;
  - The payment of the cost of replacing the goods or of acquiring equivalent goods;
  - The payment of the reasonable cost of having the goods repaired.Or in the case of services to any one or more of the following:
  - The supplying of the services again; or
  - The payment of the cost of having the services supplied again.

d. The Customer expressly acknowledges and agrees that the Company is not liable for any advice given by its agents or employees in relation to the suitability for any purpose of goods and/or services supplied by the Company and all such advice relied upon is at the Customer's own risk.

e. Except as expressly provided to the contrary in these Terms and Conditions, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise relating in any way to the goods or services are excluded. Without limiting the generality of the preceding sentence, the Company shall not be under any liability to the Customer in respect of any loss or damage (including consequential loss or damage), howsoever caused which may be suffered or incurred or which may arise directly or indirectly in respect of the goods and/or services or the failure or omission on the part of the Company to comply with its obligations under the Terms and Conditions.

12. The Company shall not be liable to the Customer for any defect, loss, damage, or delay caused by strikes, lock-outs, damage to or breakdown of plant, Government interference, act of God, earthquake, civil commotion, war, fire, force majeure or any other cause beyond the control of the Company.

13. The Customer hereby permits the Company to make enquiries of whomever is deemed necessary for the purpose of assessing the application for credit and further permits those giving the information to the Company, to do so without restriction.

14. If the Customer does not give the Company specific instructions in relation to style, type and layout the Company may use any style, type and layout which it considers appropriate.

15. Customer's property and all property supplied to the Company by or on behalf of the Customer will be held at the Customer's risk. Every care will be taken to secure the best results where materials or equipment are supplied by Customers, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of such materials or equipment. Where the customer supplies materials, adequate quantities shall be supplied to cover spoilage.

16. The Company shall not be required to print any matter which is in its opinion is or may be of an illegal or libellous nature. The Company shall be indemnified by the Customer in respect of any claims, costs and expenses arising out of any illegal or libellous matter printed for the customer or any infringement of copyright, patent or design.

17. Where the Company has submitted to the Customer a proof and this proof has been approved, the Company will not be responsible for any errors in the goods which appeared in the proof and which were not corrected by the Customer before the order was completed. While the Company endeavours to correct any errors on your artwork it is the Customer's responsibility to check the final proof.

18. In the event of a Customer supplying their own artwork, the Company assumes that all artwork is legally the Customer's. While the Company will supply printing guidelines on request, the Customer is responsible for the end result of printing.

- a. If the Company is required to spend time altering artwork in order to make it print ready the costs will be charged to the Customer.

19. There may be colour variations in the production of goods due to the nature of the printing process and the differences between RGB, CMYK and Offset printing processes. The Company cannot be held responsible for colour variations as it is beyond the Company's control and the Company will not reprint at the Company's expense as a result of such variations.

20. All artwork remains the property of the Company until any outstanding monies are settled. Once paid in full the artwork is owned by the Customer. Under intellectual property laws the Company is free to create significantly different derivative works and to produce and display Customer's artwork. Once an order is complete and paid in full the Company can, on request, provide copies of the artwork at the Customer's cost.

21. Any complaint must be made in writing within 5 working days of receipt of goods, beyond which period no claim will be entertained.

- a. The Company will not accept returns for credit without first having granted written permission to the Customer. Such permission will be granted PROVIDED THAT the company is able to get a receipt authority from the original supplier to similarly make a return for credit to that original supplier.

22. This contract shall in all respects be construed in accordance with the laws in force from time to time in the State of Queensland.

A copy of the Terms and Conditions for your records is available on request.