



LABELS & LABELLING TECHNOLOGY

ABN: 21 004 110 070

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Scoresby VIC 3179

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Impresstik Sales Contact

APPLICATION FOR TRADE CREDIT

Registered Business Name: **ABN.****

Trading Name:

Business Address:

Registered Address [If not above]

Postal Address:

Phone No.: Fax No.:

Primary Contact Person:

Phone No: Email:

Accounts Payable Contact:

Accounts Phone No: Email:

Business Entity Type:

Sole Trader Partnership Prop. Company Public Company Trust

(Credit may not be provided to a business operating as a Discretionary or Trading Trust)

Parent Company Name [If Subsidiary]

Director[s] Name : PH:

Director[s] Address:

Have any of the directors or owners been previously declared bankrupt or had court rulings against them? (if so please advise when, time and state).

Business History

Nature of Business:

Date Business Commenced: Annual Turnover:

Premises: Freehold/Owned Mortgaged Leased

Anticipated Monthly Purchases: Anticipated Yearly Purchases:

**** The ABN quoted above should be that of the legal entity Impresstik is to invoice.**

TRADE REFERENCES

Company Name:

Address:

Phone No.: Fax No. :.....

Company Name:

Address:

Phone No.: Fax No.:

Company Name:

Address:

Phone No.: Fax No.

INITIAL TERM OPTIONS

Please note the standard initial terms for all new customers are Cash / EFT payment, or credit card (excludes Diners and fees apply to Amex) payment at time of order placement. Deposit on order & balance of invoice paid by EFT, or credit card, prior to despatch of goods may be approved in certain circumstances. However, in all cases full payment is required prior to despatch of goods. We ask that you discuss the initial order terms with our Impresstik representative.

CREDIT POLICY AND PRIVACY ACT DECLARATION

Impresstik may need to disclose to a credit reporting agency, information about the Customer, when assessing this application for a credit account and in managing the account. The customer authorises Impresstik to disclose such information to a credit reporting agency for these purposes. The customer agrees to Impresstik disclosing credit information to any credit provider, debt collection agency or other party for the purpose of assessing the Customer’s credit worthiness or to collect any overdue payments.

I/We understand and accept the following:

- (1) **Impresstik standard terms of payment are 30 days from end of month (EOM) of invoice date.** Future orders (after the first order) may be on 30 day terms subject to the successful approval of this lodged application for Credit, and up to an approved credit limit.
- (2) At Impresstik discretion, credit may be withdrawn, overdue Accounts will be subject to bank overdraft interest rates and may be listed with a credit reference bureau.
- (3) To reimburse Impresstik for any costs or expenses (including legal costs and collection fees) that Impresstik incurs in the recovery or attempted recovery of the overdue amounts.

I/We acknowledge receipt of and agree to trade under Impresstik Terms & Conditions of Trade (attached on page 3~5) and certify that I/We am/are authorised to sign this Application and that the information given is true and accurate.

Print Name in Full: Title: Director / Financial Controller

Signature: Date:

For and on behalf of

TERMS AND CONDITIONS OF TRADE

1. Quotation

- (a) Estimates are based on the current costs of production and unless otherwise agreed, are subject to amendment by the printer before or after acceptance of the quotation to meet any rise and fall in such costs between the date of quotation and the date of execution of the order.
- (b) When quotations are based on specifications, roughs, layouts, samples or dummies or printed, typewritten or other good copy, any extra work or cost caused by any variation by the customer to his original instruction or by the manuscript copy being poorly prepared, or by the customer's requirements being different from those originally submitted or described, may be charged to the customer.
- (c) Once accepted by the customer, the printer's written quotation shall be deemed to interpret correctly the customer instructions, whether written or verbal. Where verbal instructions only are received from the customer, the printer shall not be responsible for errors or omissions which are due to the failure of the customer to make known expressly or by implication the particular purpose for which the services are required or the result that the customer desires the service to achieve.

2. Goods and Service Tax

The printer shall be entitled to charge the amount of any GST payable, whether or not included in the quotation.

3. Preliminary Work

All work carried out, whether experimentally or otherwise at a customer's request, will be charged to the customer.

4. Proofs

Proofs of all work may be submitted for customer's approval and the printer shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby shall be charged as an extra. When style, type or layout is left to the printer's judgment, changes made by the customer shall be charged as an extra.

5. Tabulated Work and Foreign Language

Any tabulated work and/ or foreign language included in the job but not contained in the manuscript originally submitted for the purpose of estimating is chargeable as an extra.

6. Author's Corrections

All extra work caused by author's corrections, including resetting and/ or the over-running of composition shall be charged as an extra.

7. Overset

Overset matter shall be charged: Overset being type matter that has been set on customer's instructions and not used in the publication for which it was intended. It may be held for subsequent issues, or discarded at the customer's request.

8. Outside Work

Where the performance of any contract with the customer requires the printer to obtain goods or services from a third party, the contract between the printer and the customer shall incorporate and shall be subject to the conditions of supply of such goods and service to the printer, and the customer shall be liable for the cost in full of such good or service.

9. Delivery

- (a) Upon notification to the customer that the work has been completed, the goods shall be at the customer's risk.
- (b) The customer shall be deemed to have accepted the goods if, within seven (7) calendar days (or such other period as the printer may stipulate from time-to-time) of delivery the customer fails to take possession of the goods or notify the printer in writing that the goods have been rejected.
- (c) Should expedited delivery be agreed, reasonable efforts should be made by the printer to secure freedom from defects, but the printer shall not accept responsibility for defects (except those caused by lack of due care and skill in such circumstances).

An extra charge maybe made to cover any overtime or other additional cost incurred as a result of the requirement of such early delivery.

- (d) Every endeavor will be made to deliver the correct full quantity ordered, but estimates and/or order are conditioned upon a positive / negative margin of 10% irrespective of the final specifications (approved by buyer on printer's final art proof), being allowed for overs or shortages. Such overs shall be charged and any shortages (unders) deducted from final invoice.
- (e) Unless otherwise specified, the price quoted includes the cost of delivery of the goods to the customer's premises, if situated within a radius of 16 kilometers of the printer's establishment, all quotations are based on continuous and uninterrupted delivery of complete orders, unless original specifications state otherwise.

10. Payment

- (a) Payment shall become due upon delivery or earlier notification to the customer that the work has been completed. Unless otherwise stated by the printer, in writing, no discount shall be allowed and payment shall be by net monthly account. Unless otherwise stated in writing by the printer, interest at the current bank overdraft rate will be charged on overdue accounts.
- (b) In the case of the first transaction between the parties, the value of the order shall be paid on acceptance of the quotation or the lodging of the order (whichever shall be later) unless otherwise stated in writing on the printer's quotation.
- (c) After work has been in hand for one month, the printer shall be entitled to a progress payment amounting to 75% (or such other amount as the printer may stipulate from time-to-time) of the value of the work done.
- (d) The suspension by the customer of any work, for any reason, for a period exceeding thirty (30) days shall entitle the printer to payment for work already carried out, materials specially ordered for that work and other additional costs, including storage.

11. Suitability of Goods and Work

Subject to the application of statutory warranties which cannot be excluded, no warranty shall be given that goods sold or work done will be reasonably fit for a purpose where that purpose is no made know either expressly or by implication.

12. Liability

- (a) Except for the supply of goods for private or domestic use the printer shall not be liable for indirect or consequential loss or any loss to the customer arising from third party claims occasioned by errors in carrying out the work or delay in delivery.
- (b) No warranty, other than statutory warranties, is given by the seller. No responsibility accepted by the seller to ensure that goods produced complies with the requirements of any legislation relating to the marking, and/or packaging of goods. Compliance with the requirements of such legislations shall be the sole responsibility of the buyer (customer).

13. Force Majeure

Contracts and deliveries may be suspended by the printer in the event of any strike, lockout, trade dispute, fire, tempest, breakdown, riot, theft, crime, civic disturbance, war, legislation, force majeure, the inability of the printer to procure necessary material or articles preventing or retarding performance of the contract of delivery of work and no responsibility shall be attached to the printer for any delay, default, loss, or damage due to any of the above causes or to any other cause beyond the control of the printer.

14. Acceptance

Acceptance of the printer's quotation shall be acceptance of these terms and conditions, notwithstanding any inconsistencies which maybe be introduced by terms and conditions contained in the customer's order. Unless otherwise expressly agreed by the printer in writing.

15. Waiver

Notwithstanding that the printer might agree in respect of any particular transaction, either expressly, or by implication, to waive any of these terms and conditions, such agreement shall in no way release the customer from any other obligation or requirement set out herein.

16. Standing Material

At the discretion of the printer, all plates, type, cutting forms and other surfaces and/or film bromides, etc, may be cleaned off and/or broken up and/or destroyed immediately on completion of work unless otherwise agreed by the printer in writing. All matter kept standing by the printer at the request of the customer shall remain the absolute property of the printer unless otherwise provided if, at the request of the customer, the printer agrees to keep matter standing, an additional charge maybe made for storage, maintenance and any other necessary attention.

17. Customer's Property and Material Supplied by Customer

Customer's property and all property and material supplied to the printer by or on behalf of the customer will be held at the customer's risk, and the printer accepts no liability whatsoever for loss of, or damage to, such property or material unless the loss or damage is caused by the failure of the printer to exercise due care and skill.

18. Ownership

- (a) Drawings, sketches, paintings, photographs, designs or typesetting furnished by the printer and negative, positives, blocks, engravings, stencils, dies, plates or cylinders made from the printer's original design, or from a design furnished by the customer, remain the exclusive property of the printer, unless otherwise agreed up in writing.
- (b) Test and trial materials submitted by the printer on a speculative basis shall remain the property of the printer, they shall not be used for any purpose other than that nominated by the printer and no ideas obtained may be used without the consent of the printer. The printer shall be entitled to compensation from the customer for any unauthorised use of such tests and trial materials

19. Electronic Storage

The customer shall have no right or title to data stored by the printer on disks or any other electronic form of storage, but after the printer agrees to duplicate or transfer stored electronic or like media for use by a customer or other parties authorised to obtain that data, he shall have the right to charge for those services.

Disks and tapes supplied by the customer and/or authorised person remain the property of the customer. Unless otherwise indicated in writing the printer shall assume these disks and tapes to be duplicate copies of the original.

20. Disclaimer

Impresstik will from time to time advise of suitable materials and adhesives based on our experience. It is the customers' full responsibility to test and trial all suggested materials along with packaging components to ensure all is fit for the intended purpose. Due to the many variables in label application conditions, equipment, methods and supply chains. Impresstik will not be responsible for the label performance. Impresstik supplies product to the specifications outlined in the quotation and the artwork proof. Impresstik only accepts the claims made in writing within 7 days of the delivery of goods, does not accept any claim or liability over and above the total invoice value of labels produced (excludes artwork & preparation costs).

21. Personal Property Securities Act 2009 (Cth) ('PPSA')

- (a) These terms and conditions constitute a security agreement for the purposes of the PPSA. A security interest is taken in all goods previously supplied by Impresstik Pty Ltd to you (If any) and all goods that may be supplied in the future by Impresstik Pty Ltd to you securing the performance by you of your obligations under these terms and conditions.
- (b) You must ensure that no security interest within the meaning of PPSA) is created, exists or subsists over the Products in your possession or control prior to title to the Products passing to you other than a security interest arising under these terms and conditions.
- (c) You must assist Impresstik P/L to complete the registration of any financing statement in respect of the Products, and will do all things and provide all information necessary to enable Impresstik P/L to perfect its security interest in the Products and complete any financing change statement.

- 22. These terms and conditions are to be read subject to mandatory provisions of legislation of the Commonwealth of Australia including the consumer protection provisions of the Competition and Consumer Act 2010 or of one or more of the State or Territories, which afford statutory rights to consumers. The invalidity of any clause, or part of a clause, shall not affect any other clause, or other part of the clause.