

ACCOUNT APPLICATION FORM

(ALL SECTIONS MUST BE COMPLETED PRIOR TO THE ACCEPTANCE OF THE APPLICATION.)

APPLICANT

Trading Name:

Company Name: A.B.N.:

Registered Address: Postcode:

Trading Address:

..... Postcode:

Sales Contact: Tel: Email:

Account Contact: Tel: Email:

Type of Business: Years Established: Credit Amount Requested: \$

Name of Bank: Branch:

TRADE REFEREES:

1. Name: Tel: Fax:

2. Name: Tel: Fax:

3. Name: Tel: Fax:

DIRECTORS NAMES AND RESIDENTIAL ADDRESS

1. Name: (Given Names) (Surname) Tel:

Address:

2. Name: (Given Names) (Surname) Tel:

Address:

PRIVACY ACT AGREEMENT

I / We authorised any person or entity to provide Mega Colour with any information as Mega Colour may require in relation to their credit inquiries in regards to this Application. I / We further authorise Mega Colour to furnish to any Third Party details of this Application and of any subsequent dealings that I / We may have with Mega Colour resulting from this Application.

MEGA COLOUR TRADING TERMS AND CONDITIONS

1. The Terms and Conditions of Sale detailed on the reverse of this application apply to all sales by Mega Press Pty Ltd trading as Mega Colour.
2. Payments are due in full 30 days from the date of the monthly statement and Mega Colour reserves the right to suspend credit facilities if payment is not made by the due date.
3. Mega Colour will be entitled to charge interest at the rate of 11% (percent) per annum for overdue accounts.

APPLICANT'S DECLARATION

1. I / We hereby apply for a 30-day credit account with Mega Colour and agree to be bound by the Trading Terms and Conditions.
2. I / We declare that the information given on this application is true and correct.
3. Any false information given on this form will entitle Mega Colour to terminate this agreement and charge the applicant the outstanding sum due to Mega Colour together with interest at 11% (percent) per annum.

Applicant's Name:

Director/Secretary of (Company's Name & A.B.N.) (Applicant's Signature)

DIRECTORS GUARANTEE

I / We (name)..... being (position)..... of the Applicant entity shown on this Application agree to provide a personal guarantee to MEGA COLOUR due and punctual payment to Mega Colour of all monies due to Mega Colour by the Applicant entity under this Application/Agreement and observance and performance by the Applicant of the provisions contained or implied under this Application/Agreement AND I/We agree with Mega Colour from and against actions, claims, demands and losses which Mega Colour may incur or be liable as a result of any default act or omission on the part of the Applicant entity under this Applicant/Agreement.

.....
Name of Guarantor Signature of Guarantor Date

.....
Name of Witness Signature of Witness Date

TERMS AND CONDITIONS OF SALE

1 Adoption of Terms and Conditions – These Terms and Conditions apply to all sales by Mega Press Pty Ltd trading as Mega Colour ('the Printer') to third parties.

2 Estimates – The Printer will estimate the selling price of all products to be sold or services to be rendered ('the Goods'). Estimates are valid for 30 days from the date of issue as they are based on the current cost of production and are subject to amendment by the Printer before or after acceptance of the estimation to allow for any cost or other variation whatsoever prior to the date of execution of the order. Acceptance of the Printer's estimation is an acceptance of these terms and conditions notwithstanding any inconsistencies with the client's terms and conditions unless otherwise expressly agreed to by the Printer in writing.

3 GST/Customs Duty – The client will be liable for all goods and services tax and any other applicable government impost on the Goods.

4 Completion Date – On notification that the Goods have been completed and are ready for delivery ('the Completion Date') and notwithstanding that the client may not have possession of the Goods, risk in the Goods passes immediately to the client and will remain with the client at all times.

5 Delivery – Unless otherwise specified the price estimated for the delivery of the Goods is based on continuous and uninterrupted delivery of complete orders. The client will be deemed to have accepted the Goods on delivery or, if the client fails to take possession of the Goods, with 14 days of the Completion Date. All dates specified for delivery of Goods are approximate and the Printer will not be liable for any delay in delivery. Where deliveries are made using external couriers, carriers or contractors, transit times and conditions of carriage will be subject to the trading terms of those companies

Payment and Interest on overdue accounts – Unless granted credit terms by the Printer in writing ('the credit terms'), the client must pay the cash value of the order on the date of lodgement of the order, otherwise, it is understood that invoices will be due for payment 30 days from the date of the monthly statement or as specified in the letter of offer ('the Due Date') except if the applicant's credit limit would be exceeded when the excess amount becomes payable prior to commencement of printing. The applicant agrees to pay all invoices by the Due Date and acknowledges that failure to do so will immediately cause all other invoices to become due and payable. From the date of default, interest will be payable on the Principal Debt amount, at the rate of 11% (percent) per annum. All debt recovery expenses incurred by the Printer, including legal costs on a solicitor/client basis, shall become part of the Principal Debt. Should the client make any payment using a credit card the Principal Debt will be increased to compensate the Printer for merchant fees payable on the transaction.

7 Non-Payment and Retention of Ownership – Compliance with the credit terms is a material term of all transactions with the client. Until the client has paid all sums outstanding in relation to the Goods: (a) Property in the Goods will remain the absolute property of the Printer until the client has paid all monies due and owing by it to the Printer. (b) If the Goods are in the client's possession, the client holds the Goods as fiduciary agent for the Printer and must properly segregate them so that they are clearly identifiable as the property of the Printer and the client must effect and maintain appropriate insurance cover, at its' own cost, to protect the Printer's interest in the Goods. (c) The Printer may call for and recover possession of the Goods (for which purposes the Printer's employees or agents may enter the client's premises and take possession of the Goods without liability to the client) and the client must deliver the Goods to the Printer if so directed by the Printer. (d) The client may in the ordinary course of its business, sell and/or distribute the Goods to third parties and keep records of such transactions but the sale proceeds and/or revenues arising directly or indirectly from the provision of the Goods to third parties are to be held by the client as fiduciary agent for the Printer and the client must deposit all such proceeds (including any proceeds received from any insurance claim) in a separate bank account and agree not to mix the proceeds with any other monies and hold the monies on trust for the Printer. The client shall immediately account to the Printer for all such sums held and, if the Printer requires, the client must assign to the Printer any claim(s) against the third parties and must execute all documents necessary to effect that assignment. If the client sells or otherwise deals with the Goods or any part thereof before full payment has been received by the Printer the client must advise the Printer in writing, at such times as the Printer may request, specifying full details of the Goods sold or distributed or otherwise dealt with. The client agrees that should there be any irregularity and/or inconsistency between the provisions of clause 7 and the terms of any agreement under which the Printer grants credit to the client, that clause 7 shall have priority and be read in preference to any and all such terms.

8 Suspension of Work – The suspension by the client of any work, for any reason whatsoever, for a period of fourteen (14) days entitles the Printer to payment in full for the portion of the work completed including all materials specially ordered for that work and other additional costs, including storage.

9 Suitability of Goods or Work – (a) Colour matching to proofs is subject to differences in proofing stock to printed stock and in printing reproduction methods. No warranty is given by the Printer that the goods are suitable in size, shape, colour, capacity, quality or otherwise for the purpose for which the Goods are ordered and the Printer is not liable for any damage resulting from the unsuitability of the Goods for any purpose for which they may be used. (b) The strength of Perfect binding varies with the quality and absorption values of the paper used and no guarantee is given by the Printer in relation to the life of this style of binding.

10 Claims – Any claims against the Printer must be made in writing within fourteen (14) days of receipt of the goods by the client. To the extent permitted by law, failure to notify the Printer of any potential claim within the specified period will be taken to constitute of any such claim that could, but for this clause, have been made against the Printer.

11 Exclusions and Limitations – Liability for any breach of a condition or warranty implied in this contract by the Trade Practices Act 1974, other than a condition implied by Section 69, is limited at the Printer's option to either the replacement of the Goods or the cost of supply of those Goods. The Printer is not liable for (a) any indirect or consequential loss. (b) the Goods not complying with the requirements of any legislation relating to the marking and/or labelling and/or packaging of Goods which is the Client's responsibility.

12 Force Majeure – The Printer will not be liable for any failure to perform any contractual obligation where such failure is due to events beyond its reasonable control, including but not limited to strike action, trade dispute, fire, tempest, machine breakdown, material shortages or any other occurrence whatsoever preventing or retarding performance of a contractual obligation.

13 Proofs – Unless otherwise stated, estimates for printing provide for one low resolution content proof only, which will be supplied upon request and the client will be charged extra for any additional proofs. No responsibility will be accepted by the Printer for errors in proofs passed by the client. If a proof is not requested or is returned to the Printer unsigned it will be deemed to have been approved and printing will proceed at the client's own risk.

14 Quantity Delivered – Every endeavour will be made to deliver the correct quantity ordered but owing to the difficulty of producing exact quantities, estimates and/or orders are conditional upon a margin of ten percent being allowed for overs or shortages which will be charged for, or deducted from, the amount owing by the client in relation to the Goods at the relevant run-on rate.

15 Materials – At the discretion of the Printer, all plates, digital image files and other related items remain the absolute property of the Printer and may be destroyed or deleted immediately on completion of work unless otherwise agreed by the Printer in writing. Sketches and dummies submitted by the Printer on a speculative basis remain the property of the Printer. The client must keep confidential and not use any ideas communicated by the Printer to the client without the Printer's written consent. The Printer is entitled to full compensation from the client for any unauthorised use of these items.

Client's Property and Materials Supplied – (a) All property and material supplied to the Printer by or on behalf of the client (including items in transit) will be held at the client's risk and the Printer accepts no liability whatsoever for loss of or damage to, nor for the insurance of, such property or material. (b) The risk and cost of all spoilage of materials supplied by the client must be borne by the client. (c) Where the client supplies materials, adequate quantities must be supplied to cover spoilage. (d) In the case of property and materials left with the Printer without specific instructions, the Printer is free to dispose of them at the end of three months after receipt. (e) Where materials are supplied by the client the Printer accepts no responsibility for imperfect work caused by defects in or unsuitability of such materials or equipment. (f) Unless otherwise indicated in writing the Printer will assume that all data supplied by the client and/or other authorised persons are duplicate copies of the original.

17 Copyright – The client warrants that it has copyright in all data and material supplied to the Printer for the purposes of the order and indemnifies the Printer against all liability, losses or expenses incurred by the Printer in relation to or in any way directly or indirectly connected with any breach of copyright or any rights in relation to copyright.

18 Illegal Matter – (a) The Printer is not required to print any matter which in its opinion is or may be of an illegal or libellous nature or which might involve any infringement of any third party rights or which would otherwise involve any criminal or tortious liability of any kind. The client indemnifies the Printer against all actions, claims, demands, costs and expenses of whatever nature which the Printer may suffer, incur or sustain in connection with, or arising in any way whatsoever from the Goods.

19 Additional Charges – Charges for all work not specifically allowed for in the estimation (including author's corrections) must be borne by the client.

20 Outside Work – Where the performance of any contract with the client requires the Printer to obtain goods or services from any third party the Printer will act as agent for the client in relation to the purchase of those goods or services unless otherwise specified. The contract between the Printer and the client incorporates and is subject to the conditions of supply of such goods and services to the Printer by the third party and the client shall be liable for the cost in full of such goods or services.

21 Imprints – Imprints or any legal obligations required to appear on any printed material are the responsibility of the client. The Printer reserves the right to place its imprint on all printed material unless specifically requested otherwise.

22 Assignment of Debts – The Printer reserves the right to assign any unpaid debts owed to the Printer by the client to any associated or related entity and if that entity has a valid and enforceable security against the client, that security may be enforced in part or total settlement of the relevant debt. Conversely, any security entered into in relation to this agreement between the Printer and the client may be used at the Printer's discretion for the satisfaction of any unpaid debts of the client assigned to the Printer by any associated or related entity.

23 Packing – Any packing of Goods, other than the Printer's normal commercially acceptable packing, required by a client will be charged as an extra unless expressly stated in writing on the Printer's accepted estimation.

24 Jurisdiction and Validity of Clauses – This agreement is to be governed by the Laws of New South Wales and all disputes shall be dealt with in New South Wales. The invalidity of any clause or part of a clause shall not affect any other clause or any other part of the clause.