

APPLICATION FOR 30 DAY CREDIT

Your contact at Bambra Press is

Company Name

Trading Name

A.B.N.

Business Address

Telephone No

Fax No.

Email address

Postal Address

Name and Address of Partners/Directors:

1.

2.

3.

Type of Business

Date Commenced

Monthly Credit Required

Sales Contact

Accounts Contact

Trade References (Currently Providing Credit Facilities):

1.

Fax No.

2.

Fax No.

3.

Fax No.

Name of Bank

Address

Telephone No.

I/WE HEREBY APPLY FOR CREDIT FACILITIES AND AGREE TO ADHERE TO YOUR 'TERMS OF CREDIT UNLESS OTHERWISE NEGOTIATED. (TERMS OF CREDIT: Please see attached)

Signed

Position

Full Name

Date

TERMS AND CONDITIONS

- 1 This Application and any documents referred to herein constitute the whole of the Agreement between the parties and no understanding, arrangement or provision not expressly set forth herein shall be binding upon the parties.
- 2 No variation, modification or alteration of any of the terms of the Application shall be of any effect unless evidenced in writing and executed by each of the parties.
- 3 The failure of either party at any time to enforce any of the terms or provisions of this Application or to exercise any right hereunder shall not constitute a waiver of the same or affect the party's right thereafter to enforce the same.
- 4 If any provision of this Application is deemed to be unlawful or unenforceable, such provision shall be severed from this Application and all other provisions shall remain in force.
- 5 The person executing this Application on behalf of the Applicant hereby warrants and undertakes that he or she has the full authority of the Applicant to enter into this Application on behalf of the Applicant and agrees that should this not be the case that he or she shall be personally liable for payment of any monies owing to the Company for printing or other works carried out pursuant to this Application and moreover indemnifies and keeps indemnified the Company from and against any liability, loss, expense, claims or demands for or arising from the failure of the said person to have the said authority.
- 6 The Company agrees to supply printing works to the Applicant in accordance with the Company's Scale of Charges as may be amended from time to time.
- 7 The Company may also supply the Applicant with a quote for proposed printing works, in which event the previous clause shall not be applicable in relation to the printing works which are the subject of the said quote. If accepted within the time limit expressed in the said quote, the Company shall carry out the printing works for the price contained in the said quote save that the Company may vary the price to reflect changes in the cost of actually providing the said printing works at any time prior to the completion of the said printing works.
- 8 All accounts are payable within 30 days from the date of invoice.
- 9 Should the Applicant fail to pay an account by its due date, all outstanding money shall bear interest on daily balances until paid at the rate of 14% per annum and such money, together with all interest shall be recoverable forthwith from the Applicant. In addition, the Company's legal costs calculated on a Solicitor-Client basis will also be recoverable from the Applicant.
- 10 Should the credit limit stated on the reverse hereof be exceeded the said excess amount shall immediately become due and payable.
- 11 For the purposes of this clause, "GST" means GST within the meaning of *A New Tax System (Printing works and Services Tax) Act 1999* (as amended) (the "GST Act"). Expressions set out in italics bear the same meaning as those expressions in the GST Act.
 - (a) Except where express provision is made to the contrary, and subject to this clause 11, the *consideration* payable by any party herein represents the *value* of any *taxable supply* for which payment is to be made.
 - (b) Subject to sub-clause (c), if a party makes a *taxable supply* in connection with the printing works for a *consideration*, which under sub clause (a) represents its *value* then the party liable to pay for the *taxable supply* must also pay, at the same time and in the same manner as the *value* is otherwise payable, the amount of any GST payable in respect of the *taxable supply*.
 - (c) A party's right to payment under sub-clause (b) is subject to a valid tax *invoice* being delivered to the party liable to pay for the *taxable supply*.
- 12 Until the Applicant has paid all sums outstanding in relation to the printing works;
 - (a) Property of the printing works does not pass from the Company to the Applicant.
 - (b) If the printing works are in the Applicant's possession, the Applicant holds the printing works so that they are clearly identifiable as the property of the Company.
 - (c) The Company may call for and recover possession of the printing works and the Applicant must deliver the printing works to the Company if so directed by the Company. The Applicant may in the ordinary course of business, sell the printing works to a third party but;
 - (i) the proceeds of the sale to the third party are held by the Applicant as trustee for the Company and the Applicant must account to the Company for those sums; and
 - (ii) if required by the Company, the Applicant must assign to the Company the Applicant's claim against the third party and must execute all documents necessary to effect that assignment.
- 13 The Company, in respect of all sums owed by the Applicant, have a general lien on all property of the Applicant in the possession of the Company and may after 14 days notice to the Applicant sell that property and apply the proceeds (net of any sale costs) in satisfaction of all or any part of the sums owed.
- 14 Whilst the Company shall use its best endeavours to provide printing works in a timely manner, it accepts no responsibility in tort or contract or otherwise for any loss arising from, caused by or flowing from any delays in the supply of the printing works whatsoever.
- 15 The Applicant is solely responsible for the content of the printing works ordered by the Applicant and indemnifies and keeps indemnified the Company from and against any liability, loss, expense, claims or demand for or arising from the content of the said printing works.
- 16 The Company shall not be liable to the Applicant or to any third parties for any consequential loss arising from, caused by or flowing from any defect in the printing works supplied by the Company or from any matter arising under this Application whatsoever.
- 17 Any claims relating to defects or shortfalls in the printing works must be made in writing within seven days of the date of receipt of the printing works by the Applicant. If no such claim is made within the said seven day period, the said printing works are deemed to have been accepted as being without defect or shortfall by the Applicant.
- 18 The Applicant shall notify the Company of any change in the ownership of the Applicant's business within 7 days of such change occurring and hereby indemnifies and keeps indemnified the Company from and against any liability, loss, expense, claims or demands arising from the failure of the Applicant to notify the Company.
- 19 The Applicant hereby authorises the Company to disclose to, or obtain from, credit reporting agencies personal information regarding the Applicant and/or its partners, directors or office bearers for the purpose of assessing the credit worthiness of the Applicant.
- 20 The address of each party as referred on the reverse hereof shall be the address of the party for service of notices or other communications hereunder which may be effected by personal delivery or by post, and if by post the date of service shall be deemed to be the day after the day of posting.
- 21 This Application shall be construed and take effect in accordance with the laws of the State of Victoria.