



APPLICATION FOR A 30 DAY COMMERCIAL CREDIT ACCOUNT

PLEASE PRINT IN BLOCK LETTERS

COMPANY DETAILS

Entity Name:

ACN: ABN: Date Established:

Trading Name:

Type of Business:

Street Address:

Postal Address:

Telephone: Fax:

Purchasing Contact Name:

Purchasing Email Address:

Accounts Payable Contact Name:

Accounts Email Address:

Estimated Monthly Credit Required:

TRADE REFERENCES

Company Name:

Telephone: Fax:

Company Name:

Telephone: Fax:

Company Name:

Telephone: Fax:

Company Name:

Telephone: Fax:

TERMS AND CONDITIONS OF SALE

1. QUOTATIONS

Unless otherwise agreed in writing, the company's quotations are:

- a) Open for acceptance for thirty (30) days only;
- b) F.I.S. Consignment address (Brisbane Metropolitan area only);
- c) Subject to the Company's right to withdraw or vary any quotation at any time prior to acceptance;
- d) Based on current labor and material costs, and any variation of these, or to specifications, shall be to the Customer's account;
- e) Calculated on the basis of all goods ordered being delivered in one shipment;
- f) Exclusive of Goods and Services Tax, which if applicable, shall be to the Customers account.

A contribution for the cost of artwork, including any alterations thereto, photographic negatives, positives or proofs, die cut forme work, designs, sketches, stereotypes may be an extra charge unless otherwise agreed in writing, such items will remain at all times the property of the company.

2. ACCEPTANCE

The placing of an order as a result of this quotation is a full acceptance of the terms and conditions as stated hereon and implied, notwithstanding any inconsistency which may be introduced by the terms and conditions contained in the customer's order.

3. QUANTITY DELIVERED

- a) Every endeavor will be made to deliver the quantity ordered, but owing to the difficulty of producing exact quantities, orders are conditional upon a margin of 10% being allowed for overs or shortages, (for orders for quantities of 1,000 or under, a margin of 20% applies), the same to be charged for or deducted pro-rata unless otherwise stated.
- b) Any goods not taken on the delivery date are to be paid for in full within one month from that date unless other arrangements have been made in writing. Such goods remaining in the company's stores under these circumstances will be at the Buyer's risk and subject to storage charge at the company's option. Any charge shall be calculated on the balance owing on the goods remaining in storage calculated monthly and based on the current value of those goods at the end of each month at its current overdraft rate, plus 1 ½ % as a storage fee.
- c) The company reserves the right to supply by instalments. Each instalment is to be deemed to be sold under a separate contract and will be separately invoiced for payment upon the company's usual terms. Failure of any delivery shall not invalidate the contract as to other deliveries.

4. PALLETS

- a) Chep or Loscam pallets may be exchanged on a one for one basis or transferred to the Customers pallet account upon delivery of goods.
- b) Standard pallets will be charged to the Customers account at the rate of fifteen dollars plus any goods and services tax where applicable, a credit will be issued upon return of any Standard pallet, providing the pallet is of equivalent quality.

5. TERMS

Unless otherwise specified herein or on the quotation all prices are strictly net thirty (30) days i.e. payment before the end of the month following the month of the invoice. In the case of the first transaction satisfactory references are to be given or cash paid for the first order.

6. WAIVER

Failure by the company to insist upon strict performance of any terms or condition hereof shall not be deemed a waiver of any rights the company may have and shall not, be deemed to be a waiver of any subsequent breach of any term or condition.

7. LIABILITY – SUITABILITY OF GOODS

- a) The company accepts no liability for any claim whatsoever (including, without limitation for loss of profits or consequential or indirect loss) by the customer or any other person, including without limitation any claim relating to or arising from:
 - i. defects or damage caused in whole or in part by misuse, abuse, neglect or error;
 - ii. transportation, installation, removal, labour or other cost;
 - iii. goods not manufactured by it (but the company will endeavor to pass on the customer the benefit of any claim made by the company and accepted by the manufacturer of such goods under a warranty given by that manufacturer);
 - iv. technical advice or assistance given or tendered by it to the customer whether or not in connection with the manufacture, construction or supply of goods for or to the customer.
- b) The companies liability shall be limited in all circumstances to the replacement (at the companies discretion and agreed in writing to the customer) of any goods manufactured by it that are deemed by the company as having been defective in materials or workmanship.

8. DEFAULT OF A CUSTOMER

If a customer makes a default in payment or commits an act of bankruptcy, or, being an incorporated company, passes a resolution of winding up, except for the purposes of reconstruction, or a Court makes an order to that effect, the company reserves the right to withdraw or cancel the order (so far as it remains unperformed) in all or part, without liability on the part of the company, reserving to the company the right in addition to all its rights at law to charge the customer as the company sees fit a storage fee and/or a handling fee calculated by application of the formula as set out in clause 4 hereof on any balance outstanding or for any goods not delivered to the customer until such goods have been sold.

9. CUSTOMERS PROPERTY

Goods supplied by or on behalf of a customer will be at the customer's risk. The company will not be responsible for their insurance or loss.

10. PRICE

Unless otherwise expressly agreed in writing the price of the goods shall be that price charged by the company at the date of delivery including the amount which the company is required to pay on account of any excise, goods and services tax or charges which may be established or levied by any governmental authority (domestic or foreign) upon goods or any part thereof the manufacture, use sale or delivery thereof.

11. CANCELLATION OF ORDER

The order cannot be cancelled except upon the terms which will compensate the company for all work done and materials used or specially procured to the date of cancellation and expenses, including overheads and handling charges incurred to the date of cancellation. Where any balance is outstanding after thirty (30) days from the date of any invoice for work done the company may charge on any balance outstanding at the rate prescribed from time to time under section 94 of the Supreme Court Act plus 2% as a handling fee.

12. CLAIMS

Any claims shall be made in writing within fourteen days (14) days of receipt of the goods by the customer. No claim in respect of goods damaged in transit will be entertained if the carrier has been given a receipt signed without comment from the customer or from his agent, or if the company has been given a clear receipt by the customer's nominated carrier.

13. PROOF

When proofs are required, author's corrections on and after the first proof, including alteration in style, will be subject to an additional charge. No responsibility will be accepted by the Company for errors in proofs passed by the customer.

14. FORCE MAJEURE

Every effort will be made to carry out any contract based on a quotation, but due to performance of its subject to variations or cancellation owing to an act of God, internal distribution, war, strikes, lockouts, fire, flood, riot, force majeure or any other causes beyond the company's control or owing to inability to procure materials in articles except at increased costs due to any of the above, but the customer will remain liable for payment for work done to the date of cancellation.

15. RISK

Unless otherwise agreed in writing, the risk in the goods supplied by the company and liability for any consequent damage shall pass to the customer immediately upon delivery to the customer or to any carrier or agent acting on behalf of the customer.

16. RESERVATION OF TITLE

- a) Title of the goods remains with the company and does not pass to the customer until payment of the purchase price in full, has been made by the customer to the company for the goods.
- b) At all times before title passes to the customer, the customer agrees that:
 - i. The property in and ownership of the goods shall remain with the company;
 - ii. The customer holds the goods as bailee for the company and agrees to store the goods on behalf of the company so that they are clearly identifiable as the company's property;
 - iii. The company may without notice to the customer terminate the order and the bailment and take possession of the goods;
 - iv. If the goods are sold by the customer, the customer shall hold the proceeds of the sale on trust for the company.

PROPRIETORS / DIRECTORS DETAILS

Full Name: Position:

Private Address:

Full Name: Position:

Private Address:

Full Name: Position:

Private Address:

ACCEPTANCE OF TERMS AND CONDITIONS OF PROVISION OF CREDIT

I/We agree that on making of this application, agree to be bound by the Terms and Conditions of Sale attached hereto. I/We have read and understand the Terms and Conditions hereto and agree that, subject to acceptance of this application those conditions will apply. Creative Packaging (the Company) reserves the right to accept or reject the application in its absolute discretion. I/We declare that the information provided on or pursuant to this application is true and correct in every particular and it is upon this basis the Company is to determine whether or not to grant this application.

I/We being the person(s) named as the applicant(s) or where the applicant is a corporation being the directors of the applicant as specified in this application authorises the Company to make enquiries (including obtaining a credit report) concerning me/us being made available to the Company for the purpose of assessing this application for credit and authorises the Company to exchange or disclose any information concerning my/our credit worthiness or this application from or to any person or source and acknowledge that all or some of the information may be disclosed to a credit reporting agency within the meaning of the Privacy Act 1988 as amended. I/We further authorise the Company to make any additional periodic checks that it sees fit to continue its assessment.

I/We understand that the above information is given to and received by the Company in strict confidence and in support of our application for credit. I/We understand and accept the consent we have given under the Privacy Act 1988. I/We understand and agree that personal Guarantees may be required before goods will be supplied on a credit basis.

I/We warrant that the information is true and correct to the best of my/our knowledge and I have authority to sign this application.

Authorised Person: Position:

Signature: Date: