



# Paper Rolls Australia Pty. Ltd.

ABN 11 078 630 592

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Email: accounts@paperrolls.com.au

## APPLICATION FOR CREDIT ACCOUNT

### COMPANY DETAILS

COMPANY NAME:	
DELIVERY ADDRESS:	
POSTAL ADDRESS:	
PHONE: (    )	FAX: (    )
ABN:	
REGISTERED COMPANY NAME:	
REGISTERED COMPANY ADDRESS:	
TYPE OF BUSINESS:	HOW LONG IN BUSINESS?:
OWNERSHIP: <i>(Please circle one)</i> SOLE OWNERSHIP / PARTNERSHIP / COMPANY	
<b>CREDIT LIMIT REQUIRED: \$</b>	

1. NAME OF PARTNERS, PROPRIETOR/S OR DIRECTORS	2. NAME OF PARTNERS, PROPRIETOR/S OR DIRECTORS
ADDRESS:	ADDRESS:
PHONE: (    )	PHONE: (    )

### BANK DETAILS

BANK:	
ACCOUNT NAME:	
BSB:	A/C No.:

### ACCOUNT CONTACT

NAME:	NAME:
PHONE:	PHONE:
EMAIL:	EMAIL:

## ORDERS CONTACT

NAME:	NAME:
PHONE:	PHONE:
EMAIL:	EMAIL:
MOBILE:	MOBILE:

## TRADE REFERENCES *(Please supply fax numbers)*

1. COMPANY NAME:
ADDRESS:
PHONE: (    )
FAX: (    )
2. COMPANY NAME:
ADDRESS:
PHONE: (    )
FAX: (    )
3. COMPANY NAME:
ADDRESS:
PHONE: (    )
FAX: (    )

APPLICANTS SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY, ABILITY AND WILLINGNESS TO PAY OUR INVOICES. THE UNDERSIGNED JOINTLY AND SEVERALLY GUARANTEE THE PROMPT PAYMENT OF ALL INDEBTEDNESS. PLEASE REFER TO ATTACHED FOR OUR TRADING TERMS AND CONDITIONS.

SIGNED: **X** .....

TITLE: ..... DATE: .....

SIGNED: **X** .....

TITLE: ..... DATE: .....

# TERMS AND CONDITIONS

## 1. Quotations

- (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 of 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 printers written quotation shall be deemed to interpret correctly the customer's 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. Sales Tax

The printer shall be entitled to charge the amount of any sales tax 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 printers judgement, changes therefrom made by the customer shall be charged as an extra.

## 5. Authors' Corrections

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

## 6. Type and Other Material

Unless otherwise agreed, the customer shall bear the cost of type, hot metal and/or bromides, film, ornaments or artwork, specially bought at his request for his work.

## 7. 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 services to the printer, and the customer shall be liable for the cost in full of such goods or services, providing there is no breach of a statutory warranty implied by the Trade Practices Act 1974.

## 8. 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 fourteen (14) 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 may be made to cover any overtime or other additional cost incurred as a result of the requirement of such early delivery.
- (d) Every endeavour will be made to deliver the correct quantity ordered, but estimates and/or orders are conditioned upon a margin of 10%, irrespective of numbers of colours, being allowed for overs or shortages. Such overs shall be charged for and shortages deducted.
- (e) All claims including claims for non-delivery against the printer should be made in writing as soon as possible after the customer becomes aware of the claim.

## 9. 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 to the printer.
- (c) 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.
- (d) In the event that the printer is required to engage the service of any mercantile agency to effect collection of any amounts due to the printer then all collection expenses and associated charges shall be borne by the purchaser.

## 10. Suitability of Goods or Work

- (a) Liability for breach of a condition or warranty implied into this contract by the Trade Practices Act, 1974, other than a condition implied by Section 69 is limited to any one of the following, as determined by the printer:
  - (i) the supplying of the service again; or
  - (ii) the payment of the cost of having the services supplied again
- (b) Subject to the application of statutory warranties which cannot be excluded, no warranty shall be given that goods sold or work done will be reasonable fit for a purpose where that purpose is not made known either expressly or by implication.

## 11. 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 or responsibility accepted by him to ensure that goods produced comply with the requirements of any legislation relating to the marking, and/or labelling and/or packaging or goods. Compliance with the requirements of such legislation shall be the sole responsibility of the buyer.

## 12. 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 causes beyond the control of the printer.

## 13. Acceptance

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

## 14. General Lien

The printer shall, in respect of all unpaid debts due from the customer, have a general lien on all goods and property in his hands and shall be entitled on the expiration of 14 days (or such other period as the printer may stipulate) notice to the customer to dispose of such goods or property as he thinks fit and to apply the proceeds toward such debts.

## 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 formes 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 may be made for storage, maintenance and any other necessary attention.

## 17. Customer's Property and Material Supplied by Customer

- (a) Customer's property and all property and materials supplied to the printer by or on behalf of the customer (including anchored blocks or soldered or patched plates or goods in transit) will be held at the customers risk, and the printer accepts no liability whatsoever for loss of, or damage to, such property or material unless:
  - (i) the loss or damage is caused by the failure of the printer to exercise due care and skill;
  - (ii) otherwise agreed by the printer in writing.
- (b) Unless otherwise agreed in writing by the printer, the printer accepts no responsibility for the insurance of such property or material. In the event of the printer agreeing in writing to insure such property or material, the cost of insurance premiums shall be charged to the customer.
- (c) Where the customer supplies materials, adequate quantities shall be supplied to cover spoilage. Sheets and other materials shall not be counted or checked when received unless requested by the customer in writing. An additional charge may be made by the printer in respect of any such counting or checking request by the customer.
- (d) In the case of property and materials left with the printer without specific instructions, the printer shall be free to dispose of them at the end of twelve months after his receiving them and to accept and retain the proceeds, if any, to cover his own costs in holding and handling them.
- (e) Where materials or equipment are supplied or specified by the customer the printer accepts no responsibility for imperfect work caused by defects in or unsuitability of such materials or equipment.
- (f) An extra charge may be made by the printer for handling or storing property or material supplied by, or on behalf of, the customer.
- (g) Any change or correction of any film, bromides, artwork and/or any printing surface supplied by the customer, necessary to ensure properly finished work, shall be paid for by the customer.

## 18. Transfer of Ownership

- (a) Ownership of any goods delivered by the printer to the customer is only transferred when payment in full for the goods has been received by the printer.
- (b) Where the printer has not been paid in the manner specified herein and the printer delivers the goods to the customer then until disposed of by the customer in accordance with the provision of this clause the customer agrees with the printer to keep the goods as a trustee for the printer and is required to store the goods in a manner that clearly identifies them as the property of the printer.
- (c) Notwithstanding the provisions of the last two preceding sub-clauses the customer may sell the goods to a third party in the ordinary course of business and deliver them to that party subject to the following conditions:
  - (i) Where the customer is paid by that party the customer holds the whole of the proceeds of sale on trust for the printer; and
  - (ii) Where the customer is paid by that party the customer agrees at the option of the printer to assign his claim against that party to the printer upon the printer giving the customer notice in writing to that effect.

19. 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 Trade Practices Act 1974 or of one or more of the States 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.