



**CREDIT APPLICATION AND SUPPLY AGREEMENT FOR A
 COMMERCIAL ACCOUNT WITH NEWCASTLE SIGNFORCE PTY LTD ABN 36 111 568 506**

Customer to complete the following:

Date:...../...../.....

Company Name.....
 A.C.N. ABN Years Est.:
 Trading As:
 Type of Business: Brand of Principle Product:
 Postal Address: Post Code:
 Delivery Address: Post Code:
 Telephone: Mob: Email:
 A/C Pay Contact: Title:
 Previous Trading Name if changed in last two years:
 Name of Directors:
 1. 2.
 3. 4.

Partnership/Sole Trader
 Business Name:
 ABN Years Est.:
 Type of Business: Brand of Principle Product:
 Postal Address: Post Code:
 Delivery Address: Post Code:
 Telephone: Mob: Email:
 A/C Pay Contact: Title:
 Previous Trading Name if changed in last two years:
 Proprietors/Partners Names & Addresses:
 1.
 2.

Credit Application

Copy of Certificate of Incorporation or Registration is attached YES / NO
 Are your trading premises OWNED LEASED TENANCY
 If leased, Agent/ Landlord name:
 Telephone..... Expiry of Lease:/...../.....
 Have securities been given over any assets of the customer YES / NO
 If yes, please give details:
 Estimated monthly purchases: \$. Credit terms applied for: Net 7 Days Net 14 Days Net 30 Days (Circle One)
 Bank: Branch:
 Telephone
 Trade Credit References (major suppliers only)
 1 NAME Tel Email
 2 NAME Tel Email
 3 NAME Tel Email

OFFICE USE ONLY
 AREA APPROVAL REP
 TRADE REF CHECK CUSTOMER CODE DATE

NEWCASTLE SIGNFORCE PTY LTD TERMS AND CONDITIONS OF TRADING

ACCEPTANCE BY CUSTOMER OF TERMS AND CONDITIONS OF TRADING

Newcastle Signforce Pty Ltd, ABN 36 111 568 506 herein after referred to as the Company.

I/We agree that in consideration of the Company providing goods on credit, we agree to be bound by the Terms and Conditions of Trading attached.

I/We confirm and agree as follows:

- a) I/We have read and understand the Terms and Conditions of Trading and agree that, subject to the Company's acceptance of this application, those conditions will apply and will prevail over all terms and conditions of the Customer's order to the extent of any inconsistency. I/We agree that the Company reserves the right to accept or reject this application in its absolute discretion.
b) The information provided in this application is true and correct in every particular and I/we acknowledge that the Company will be relying upon the information to determine whether or not to grant this application for credit.
c) I/We authorise the Company to make enquiries including obtaining a credit report concerning my/our credit worthiness or as to the accuracy of the information provided in this application and consent to any credit report concerning me/us being made available to the Company for the purpose of assessing this application. I/we authorise 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 to the Privacy Act 1988 as amended.
d) The Company may make additional periodic checks that it sees fit to continue its assessment.
e) The Company's terms of payment are strictly per the terms of payment stated on the invoice issued.
f) The terms and conditions provide that interest may be charged by the Company on amounts which exceed the invoiced payment terms.
g) The company will stop supply where the account is in arrears for 45 days or more. No orders will be supplied until the account has been paid in accordance with the terms and conditions.
h) I/We understand and accept the consent we have given under the privacy acts 1988.
i) I/We are duly authorized to sign this application and warrant that(trading name) will perform its obligations pursuant to this application.

SIGNATURE
PRINT NAME
DATE
SIGNATURE
PRINT NAME
DATE

SIGNATURE
PRINT NAME
DATE
SIGNATURE
PRINT NAME
DATE

THIS CREDIT APPLICATION WILL NOT BE CONSIDERED UNLESS THIS SECTION IS SIGNED AND DATED.

IF THE CUSTOMER IS A COMPANY OR IF THE BUSINESS IS OWNED BY A COMPANY, THE DIRECTORS ARE REQUIRED TO COMPLETE THE FOLLOWING:

WE, OF
AND OF

BEING DIRECTORS OF THE CUSTOMER IN CONSIDERATION OF THE COMPANY GRANTING CREDIT TO THE CUSTOMER HEREBY JOINTLY AND SEVERALLY:

- A) GUARANTEE THE COMPANY PAYMENT OF ALL DEBTS TO BE PAID, BY THE CUSTOMER AND AGREE THAT THIS GUARANTEE WILL BE A CONTINUING GUARANTEE AND WILL NOT IN ANY WAY BE WAIVED OR AFFECTED BY ANY TIME OR INDULGENCE GRANTED BY THE COMPANY TO THE CUSTOMER.
B) CHARGE ANY PROPERTY OWNED BY US WHETHER ALONE OR JOINTLY AS A TENANT IN COMMON OR AS A JOINT TENANT IN FAVOUR OF THE COMPANY TO SECURE ANY MONEYS OWING HERUNDER WHETHER OR NOT THE COMPANY HAS TAKEN OR HAS THREATENED TO TAKE LEGAL ACTION AGAINST THE CUSTOMER OR AGAINST ANY GUARANTOR IN RESPECT THEROF.
C) ACKNOWLEDGE THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO SEEK LEGAL ADVICE BEFORE SIGNING THIS GUARANTEE.

DATED THISDAY OF

SIGNED
PRINT NAME
SIGNED
PRINT NAME

SIGNED
PRINT NAME
SIGNED
PRINT NAME

**NEWCASTLE SIGNFORCE PTY LTD
TERMS & CONDITIONS OF TRADING**

1. INTERPRETATION

- 1.1. Unless otherwise inconsistent with the context the word "person" shall include corporation. "Company" shall mean and include Newcastle Signforce Pty Ltd which is named as the party making or accepting the order, "Contract" or "Agreement" shall mean the transaction involving the sale of the goods described in the subject order by the Company to the Purchaser, "Goods" shall include services. "Purchaser" shall mean and include the person to whom any quotation is made and shall include any person offering to contract with the Company on these terms and conditions. Words importing the singular number shall be deemed to include the plural and vice versa.

2. CONDITIONS

- 2.1. These conditions shall apply to all transactions made with the Company by the Purchaser.
2.2. These conditions shall not be amended except in writing signed by each of the parties.

3. TERMS OF PAYMENT

- 3.1. Due date: The purchaser will pay the invoiced price of the goods as per the terms stated on the invoice.
3.2. Extra Charge: Any amount remaining unpaid after the due date will be subject to an extra charge of 2% for each month or part thereof that the balance remains outstanding.
3.3. Stop Supply: Where the purchaser's account or any part thereof remains in arrears for 45 days or more no orders from the company will be supplied until the purchaser's account has been paid in accordance with these terms.
3.4. Plus Freight: Unless otherwise agreed in writing, any delivery charges are to be paid by the purchaser in addition to the sale price.
3.5. Place of Payment: Payment is to be made by the purchaser to the company at our premises at Unit 1/47 Bonville Ave Thornton NSW 2322 or at such other address, bank account or credit facility as the company may notify the purchaser in writing from time to time.
3.6. The company shall not be obliged to deliver any goods to the purchaser at any time when the purchaser is in default of the invoiced terms or is otherwise in breach of these Terms and Conditions.

4. PRICE

- 4.1. Where there is no fixed price for the goods or no formula for computing a fixed price then, unless the Company and the Purchaser have otherwise expressly agreed in writing the price of the goods shall be the Company's current list price for the goods as at the date of delivery.
4.2. Any variation or alteration to the initial contract or costs sustained by the Company for storage, handling or freight shall be added to the price and be payable by the Purchaser.
4.3. All amounts payable by the Company on account of excise, Goods and Sales Tax (GST) or any other taxes or charges which may be established or levied by any governmental authority (domestic or foreign) upon the goods or any part or parts thereof, or the manufacture, sale, use, delivery or other dealing with the goods or any component parts thereof or otherwise referable to the contract shall be to the Purchaser's account and shall be added to the price and be payable as if the same formed part of the price.

5. OFFER AND ACCEPTANCE

- 5.1. Any quotation made by the Company is not an offer to sell and no order given in pursuance of any offer shall bind the Company until accepted by it in writing.
5.2. The quotation is based on sighting the copy and specifications to be supplied for reproduction. In the absence of copy or complete specifications an estimate only will be given.
5.3. The Purchaser shall accept the quotation by instructing (in writing) the Company to commence the work order by signing and returning a true copy of the quotation accompanied with a purchase work order number if applicable and the deposit if requested
5.4. All work carried out, whether experimentally or otherwise, at the Purchaser's request, will be charged to the customer.
5.5. Where a quotation has not been given to the Purchaser, the Purchaser's order shall take its place.
5.6. Acceptance by the Purchaser of the quotation will constitute acceptance by the Purchaser of these terms and conditions.
5.7. One pre-production proof will be supplied on request, charged at a commercial rate, for the purpose of visually assessing the specifications and accuracy of the goods. Once the approved and signed proof has been received by the Company it becomes the acceptable standard for the total accuracy of the goods ordered.
5.8. When sign off has not been obtained from the Purchaser and the Company has been instructed by the Purchaser to proceed, the Purchaser shall indemnify the Company from any errors or omissions resulting from those verbal instructions.
5.9. When style, type or layout is left to the Company's judgement, changes made by the Purchaser shall be charged as an extra.
5.10. Any variations to the original Quotation or Purchaser's order, unless agreed in writing by the Company, will attract additional costs.
5.11. Unless otherwise agreed in writing all orders are subject to acceptance by the Company within 30 days of receipt by the Company of the Purchaser's order and these terms and conditions shall be deemed to be incorporated in any contract between the Company and the Purchaser. No other terms, conditions, warranties or provisions shall apply to the contract unless:-
5.11.1. the same are specified or approved in writing by the Company; or
5.11.2. the same are implied in the contract by statute
5.12. The conditions and warranties implied by the Sale of Goods Act 1923 (New South Wales) are hereby expressly negated.

6. DELIVERY

- 6.1. Any date quoted for delivery is an estimate only and unless a guarantee is given by the Company in writing providing for failure to deliver by the quoted date the Company shall not be liable to the Purchaser for any loss or damage howsoever arising for failure to deliver on or before the quoted date.
6.2. The Company reserves the right to deliver by instalments. If delivery is made by instalments the Purchaser shall not be entitled
6.2.1. to terminate or cancel the contract, or
6.2.2. to any loss or damage howsoever arising for failure by the Company to deliver any instalment on or before the quoted date.

7. CANCELLATION

- 7.1. No cancellation or suspension of any order or part thereof by the Purchaser shall be binding on the Company unless accepted in writing by a duly authorised officer of the Company.
7.2. In the event of the company agreeing to suspend or cancel an order or part thereof the Purchaser shall be liable to pay to the Company either
7.3. the Company's estimate of a reasonable price for the goods in respect of which the order is cancelled, or
7.3.1. fair compensation for the cancellation of the order as assessed by the Company
7.3.2. as may be appropriate in the circumstances and as elected by the Company.

8. CLAIMS

- 8.1. The Purchaser shall not be entitled to make any claim against the Company on the ground that any goods delivered are not in accordance with the contract unless written notice of any such claim is received by the company within seven (7) days of the date of delivery of the goods to the Purchaser. It shall be the Purchaser's responsibility to conduct an inspection of the goods on or after delivery, and the Purchaser's obligation to pay for goods delivered shall be absolute at the expiration of such period of seven (7) days unless any such claim has been validly made.
8.2. Each and every sign is custom made and therefore no claim for credit can be made on unwanted goods.
8.3. Compensation for short deliveries shall be limited to refund of an amount not exceeding the value of the agreed shortfall at the selling price under the contract.
8.4. The liability of the Company to the Purchaser under any conditions and warranties arising under or implied in the contract by the Sale of Goods Act 1923 (New South Wales) or the Trade Practices Act 1974 (Commonwealth) or otherwise shall (unless such limitation of liability is precluded or prohibited by law) be limited to:
8.5. the cost of replacing the goods,
8.6. the cost of obtaining equivalent goods, or
8.6.1. the cost of having the goods repaired,
8.6.2. whichever is the lowest amount.
8.7. The Company shall not have any liability to the Purchaser for or in respect of:

- 8.7.1. damages for consequential loss allegedly flowing from any breach of this contract to the Company,
- 8.7.2. alleged loss of profit, resale, storage or similar damages,
- 8.7.3. damage to goods in the course of shipment and damage to containers or packages and the like,
- 8.7.4. cost and charges incurred by the Purchaser in assessing any claim.
- 8.8. Investigation of any claim by the Company shall not constitute or be construed as an admission of liability by the Company
- 8.9. It shall be a condition precedent to the Purchaser's entitlement to make or claim against the Company under this contract that the Purchaser has paid to the Company all moneys properly due and payable by the Purchaser to the Company under this contract and any other contract between them.

9. DESCRIPTIONS AND SPECIFICATIONS

- 9.1. Whilst every effort is made to ensure their accuracy the descriptions, illustrations and material contained in any catalogue, price list, brochures, leaflets, web sites or other descriptive matter provided by or on behalf of the Company represent the general nature of the items described therein and shall not form any part of any order or agreement or amount to any representation or warranty. The Company reserves the right to modify the design of goods without notice.
- 9.2. The Purchaser warrants that any goods manufactured, constructed or supplied by the Company which are based in whole or in part upon designs, drawings or specifications supplied to the Company by or on behalf of the Purchaser shall not infringe any letters, patent or registered designs. The Purchaser shall indemnify and keep indemnified the Company as servants and agents against any actions, loss, costs claims, damages, or other liabilities that may be brought against or suffered by the Company, its servants or agents for any breach of this warranty.
- 9.3. The Company does not warrant or guarantee and it shall not be a term of any agreement between the Company and the Purchaser that any goods manufactured, constructed or supplied by the Company which are based in whole or in part upon any Designs, Drawings or Specifications supplied to the Company by or on behalf of the Purchaser will achieve any standard of performance or any capacity whatsoever.

10. ACCESS

- 10.1. In respect of any work done on the Purchaser's premises or elsewhere other than at the Company's premises it shall, subject to any written agreement to the contrary, be the duty of the Purchaser to ensure that the conditions under which the work has to be performed, the layout, means of access, accessibility of the different parts of the subject matter being worked on or handled and other material circumstances shall be suitable to the Company, failing which the Company shall be entitled to charge a reasonable increase in the price having regard to the prevailing circumstances.

11. MINIMUM CHARGE

- 11.1. The Company reserves the right to increase the amount charged on any invoice up to the minimum charge (if any).

12. TITLE

- 12.1. The Company's original designs, sketches and artwork remain the exclusive property of the Company and may only be reproduced with the consent of the Company.
- 12.2. Title to the goods to be delivered will pass to the Purchaser when payment in full for the goods has been received by the Company. Until the date of final payment,
- 12.3. the Purchaser shall store the goods so that they are clearly identified as the property of the Company.
- 12.4. If the goods are used in the manufacture of other goods the property in those other goods shall be transferred to the Company and they shall be stored so that they are clearly identified as the property of the Company, provided that the Purchaser may sell and deliver any such goods to a third party in the ordinary course of business on the condition that should the Company so require, the Purchaser will assign to the Company his rights in respect of the sale price thereof.
- 12.5. In the event that in consequence of a change in the character of the goods such that the foregoing reservation of title provision ceases to operate, the items into which the goods have been transferred or of which the goods form part shall be charged in favour of the Company with the due payment of all moneys owing to the Company in respect of the goods.

13. RISK

- 13.1. Unless otherwise agreed in writing all goods shall be at the Purchaser's risk upon delivery to the Purchaser, his carrier or agent.

14. TERMINATION

- 14.1. If the purchaser commits any breach of these Terms and Conditions, or becomes insolvent or commits an act of bankruptcy or enters into any arrangement or composition with creditors or goes into or is put into liquidation (other than for the purpose of amalgamation or reconstruction) or if a receiver is appointed over any part of the purchaser's affairs then the company may without prejudice to any other rights which may have accrued or which may accrue to it:
- 14.2. Terminate the purchaser's credit account immediately
- 14.3. Enter upon the purchaser's premises and seize, take possession of and remove any goods being the goods not paid for on an outstanding credit account
- 14.4. Be entitled to the return of the goods

15. LIABILITY

- 15.1. No liability: The Company shall not be liable for any loss or damage caused or occasioned by the purchaser whether the same be direct or consequential caused by or attributed to the failure or malfunctioning of any of the goods supplied by it whether or not such goods are under warranty at the particular time.
- 15.2. Trade Practices and Fair Trading: where any provision herein or part thereof purports to exclude, restrict or modify a provision of the Trade Practises Act or the Fair Trading Act or both of them which by reason of any such Act cannot be excluded restricted or modified, such provision or part thereof shall be deemed to be deleted here from and any contract arising herein shall continue in full as though such provision or part thereof had never been incorporated herein.

16. NOTICES

- 16.1. Method of Giving Notice: A notice required or permitted to be given by one party to another under these Terms and Conditions must be in writing and is treated as being duly given if it is:
 - 16.1.1. Left at the other party's address
 - 16.1.2. Sent by prepaid mail to the party's address
 - 16.1.3. Transmitted by electronic mail (e-mail) to the other party's e-mail address
- 16.2. Time of Receipt: A notice given by a party in accordance with this clause is treated as having been duly given and received.
 - 16.2.1. When delivered (if left at the other party's address)
 - 16.2.2. On the third business day after posting if sent by prepaid mail
 - 16.2.3. On the business day of transmission (if given by e-mail and sent to the e-mail address of that party and no information having been received that the notice had not been received whether that information comes from that party or otherwise).
- 16.3. Address of the Parties: For the purpose of this condition the address of a party is the address of the purchaser set out in the purchaser's representation to the company originally, or as may be given to the company from time to time by the purchaser in writing.

17. GENERAL

- 17.1. Nothing herein contained shall operate to exclude, restrict or modify the application of any conditions and warranties which by law are deemed to apply to or be implied in this contract and are not capable of exclusion, restriction or modification.
- 17.2. If any provision hereof or the application thereof to a party or in any circumstances is or becomes unenforceable or invalid or the operation thereof is or becomes excluded by operation by law or otherwise then and in any such eventuality the remaining provisions shall no be affected but shall remain in full force and effect and shall be valid and enforceable to the fullest extent permitted by law.
- 17.3. This contract shall be governed by and construed in accordance with the laws of New South Wales.