



I/We wish to make application for a 30 day Trading Account with the above Company

Company Name:

A.B.N.

Postal Address:

Delivery Address:

Telephone: **Fax:**

Bank: **Branch:**.....

TRADE REFERENCES (current 30 day trading account. We do not accept logistic, landlord or utility suppliers)

1)Name:.....Tel:.....
 Address.....Fax.....

2)Name:.....Tel:.....
 Address.....Fax.....

Company Manager.....
Accounts Payable Contact.....**Invoices to be emailed to:**.....
Purchasing Officer.....

**I/We agree to strictly abide by the normal trading terms of Pacific Labels Pty. Ltd.,
 which is payment for all goods and services within thirty (30) days from invoice date
 See Terms and conditions on back of this application**

Signed.....**Position:**.....
Print Name:.....**Date:**.....

Office Use Only:
Pacific Labels contact (Sales representative)

References Checked By:.....

Account Approved By:.....**Date:**.....

CONDITIONS OF SALE-EFFECTIVE JULY 2004

THIS QUOTATION CONSTITUTES AN OFFER TO SELL THE GOODS OR SERVICES REFERRED TO IN THE QUOTATION AND IS VALID FOR 30 DAYS. THE PURCHASER'S ACCEPTANCE OF THIS QUOTATION WITHIN THAT PERIOD SHALL CREATE A CONTRACT BETWEEN PACIFIC LABELS PTY LTD (PL) AND THE PURCHASER UNDER THE FOLLOWING CONDITIONS.

1. GST 10%

1.1 Unless same is specifically stated as included all prices quoted by PL are excluding GST.

2. PAYMENT TERMS – NEW ACCOUNTS

2.1 A nominal deposit is to be paid on confirmation of order and the remaining balance due upon delivery of the goods unless otherwise agreed in writing.

3. CREDIT TERMS

3.1 Credit terms will only be granted following receipt of an acceptable credit application, if credit terms are granted the terms of payment shall be nett 30 days from the date of invoice.
3.2 If the purchaser makes default in any payment or commits any act of bankruptcy or being an incorporated company passes a resolution for winding up or a summons is presented for its winding up or any of the events referred to in section 460 of the Corporation Law occur, then all monies owing to PL on any account whatsoever irrespective of whether the due date as per invoice has occurred shall become immediately due and payable.

4. OVERRUNS AND UNDERRUNS

4.1 PL will endeavour to deliver the quantity ordered. The purchaser however acknowledges that production conditions may lead to overruns or shortages.
4.2 The purchaser will accept delivery notwithstanding that the quantity delivered may be more than or less than the quantity ordered provided that such excess or shortage is not more than 10% of the quantity ordered.
4.3 A pro-rata addition or deduction will be made to the agreed contract price in the event of excess or shortage on delivery.

5. FREIGHT

5.1 Unless specifically stated as included, the prices quoted do not include freight costs.

6. PACKING

6.1 All prices quoted include bulk packing only, unless special packing is requested and agreed to at time of quotation.

7. DELIVERIES

7.1 PL will make all reasonable efforts to have the goods delivered to the purchaser on the requested or the agreed delivery date, but PL shall be under no liability whatsoever should delivery not be made on this date.
7.2 PL reserves the right to make part deliveries of any order and invoice accordingly.

8. DAMAGE/LOSS IN TRANSIT

8.1 All risk in the goods purchased shall unless otherwise agreed in writing pass to the purchaser upon delivery, or his agent or to a carrier commissioned by the purchaser.

9. CLAIMS/WARRANTY

9.1 These conditions of sale shall not exclude, limit, restrict or modify the rights, entitlements and remedies conferred upon the purchaser or the liabilities imposed upon PL by any condition or warranty implied by a Commonwealth, State or Territory Act or Ordinance, rendering void or prohibiting such exclusion, limitation, restriction or modification.
9.2 Subject to condition 9.1:
a) PL warrants that the goods supplied shall be of merchantable quality. All goods are supplied subject to this warranty only, and any liability arising out of or in respect of the supply, re-supply, use or re-use whether singly or otherwise of these goods, howsoever arising and whether for consequential loss or otherwise and including any liability PL may otherwise have had by virtue of any representation, warranty, condition or term, whether express or implied by law is hereby excluded.
b) Any liability incurred by PL to the buyer is limited to the replacement of the goods or (at the option of PL) refund of the price paid by the purchaser and in particular does not extend to consequential loss and is conditional upon the purchaser within seven days of delivery making a written claim to PL setting out the full particulars of such claim and where possible returning to PL sufficient part of their goods to enable a proper examination.
c) The returned goods must be in original packing and accompanied by a copy of invoice and should be sent freight plus insurance pre-paid (one-way). The returned goods shall be subject to a restocking charge of 15%.
9.3 Subject to condition 9.1 any advice, recommendation, information, assistance or service provided by PL in relation to any goods supplied by PL is provided without liability or responsibility of the part of PL.

10. PROPERTY IN THE GOODS

10.1 Property in the goods shall remain with PL and PL reserves the right to dispose of the goods until such time as:
a) Full payment is made by the purchaser to PL for the goods the subject of this contract; or
b) The purchaser sells the goods to his customers in the ordinary course of business.
10.2 If the purchaser fails to pay the amount due by the purchaser to PL for the goods the subject of this contract when it is due to PL, or, in an event of default as specified in sub-clause 3.2 hereof occurs PL may without notice and without prejudice to any of its other rights and remedies recover and/or resell the goods or any of them and may enter upon the purchaser's premises by its servants or agents for that purpose.
10.3 Until full payment the purchaser shall store the goods in a way that clearly manifests PL title.
10.4 The purchaser acknowledges that until his total indebtedness under this contract of sale to PL is discharged, he holds the goods as bailee of PL and that a fiduciary relationship exists between them.
10.5 In the event of sale of the goods to his customers the purchaser in his position as a fiduciary shall:
a) Assign to PL the benefit of any claim against a customer and;
b) Account fully to PL for the proceeds of the sale (unless and until the purchaser's indebtedness to PL under this contract of sale is discharged).

11. EXCLUSION CLAUSE

11.1 All materials and/or goods received by PL from the customer for the carrying out of work thereon by PL are at the risk of the customer and not PL. PL shall not be liable in respect of the loss of or any damage whatsoever to any materials and/or goods while such materials and/or goods are in the custody or under the control of PL. PL shall not be liable for any consequential loss or damage which may be sustained by the customer. The loss or damage referred to shall mean and include without limiting the foregoing loss or damage caused by the negligence or wilful act or default of PL or others whether or not such loss or damage is foreseeable or contemplated by PL.

12. APPROVALS OF ARTWORK AND PROOFS

12.1 All artworks and proofs will be submitted by PL to the purchaser for the purchaser's approval.
12.2 Where the artwork and/or proofs have been approved by the purchaser any and all errors in the artwork and/or proofs and/or finished product shall be the responsibility of the purchaser and no claim can be made against PL.

13. EXCLUSIVE TERMS AND CONDITIONS

13.1 Unless otherwise agreed in writing by PL and notwithstanding any terms appearing in documentation provided by or on behalf of the purchaser, the terms appearing herein shall be incorporated by implication into all agreements by PL to supply the purchaser with goods.