

# VEGA PRESS

ABN 88 119 578 289

274 Ferntree Gully Road Notting Hill Victoria 3168  
Telephone (03) 8542 1222 Facsimile (03) 8542 1223

## CREDIT ACCOUNT APPLICATION FORM

Date of Application	Type of Business
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Full Trading Name of Customer
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Name of Company
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A.B.N	A.C.N
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Company Registered Address	Postcode
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Date of Commencement of Business
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Full Trading Address	Postcode
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Telephone Number	Facsimile Number
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Address for Statements	Postcode
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All Proprietors/Directors Names and Private Addresses, Drivers licence number and Date of Birth
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Bank	Branch
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Anticipated Monthly requirements \$
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Trade References (Major Suppliers Please)
1 ..... Telephone .....
2 ..... Telephone .....
3 ..... Telephone .....
4 ..... Telephone .....

Business operated as:  Sole trader  Partnership  Company (tick ✓ applicable)

If a Sole Trader (individual) is this application for:  Consumer credit or  Commercial Credit

**AGREEMENT THAT VEGA PRESS MAY SEEK CONSUMER CREDIT INFORMATION (Section 18K(1)(b), Privacy Act 1988).**

If Vega Press considers it relevant to assessing my/our application for credit, I/we agree to Vega Press obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Vega Press.

**SIGNATURES OF COMPANY DIRECTORS/SOLE TRADER/PARTNERS AS APPLICABLE.**

**ALL COMPANY DIRECTORS MUST SIGN/ALL PARTNERS MUST SIGN.**

1 ..... 2 .....

.....  
Signatory's Name in Print

.....  
Signatory's Name in Print

3 ..... 4 .....

.....  
Signatory's Name in Print

.....  
Signatory's Name in Print

**In the event that this application for credit facilities is approved I hereby agree with the following:**

- (a) the Customer will pay for all goods sold and delivered or services provided on or before the last day of the month following the month in which the goods were delivered or the services were provided irrespective of the date upon which any invoice or statement for or in respect of such goods or services was received by the Customer or within such other period or time as may be notified to the Customer from time to time by the Supplier;
- (b) that all sales of goods are made and services are provided to the Customer by the Supplier only upon the terms contained in the Supplier's conditions of contract. Until altered conditions of contract are notified to the Customer the current conditions of contract will continue to apply;
- (c) the Customer will pay for all goods sold and delivered or services provided by the Supplier in accordance with the terms provided for herein or where these terms are changed as notified to the Customer by the Supplier in writing with 30 days notice of change from time to time;
- (d) that the Customer will indemnify the Supplier against and reimburse it for any expenses it may reasonably incur in recovering or attempting to recover payment of amounts which may from time to time become overdue;
- (e) that the Supplier may at any time and from time to time alter its conditions of contract or the terms of payment and such altered conditions or terms shall apply in respect of all transactions taking place after notification by the Supplier of such altered conditions of contract or terms of payment;
- (f) that the Supplier may at any time or from time to time refuse to extend any further credit to the Customer and that its approval of this application does not require the Supplier to extend to the Customer any amount of credit;
- (g) that where there is more than one Customer, each Customer shall jointly and severally be liable hereunder and in this application and all terms hereof the singular shall be read and be construed as including the plural;
- (h) that in the event of any change in the Customer's trading structure or ownership, the former proprietors will remain liable for all goods and services requested by the Customer or its agents until credit approval is granted by the Supplier to the new trading structure;
- (i) that the Supplier reserves the right at its discretion at any time to insist upon the provision of a Bank Guarantee as security for monies payable by the Customer from time to time;
- (j) that the Supplier reserves the right to apply a commercial rate of interest as determined by the Supplier from time to time on overdue accounts;
- (k) that disputes or claims do not constitute grounds for non-payment of account;
- (l) until all goods and charges in respect of them are fully paid for the goods remain the property of the Supplier;
- (m) where this application is also signed by a Director or a Customer who is a company then each and every Director so signing shall be personally responsible and shall indemnify the Supplier jointly and severally with all other such Directors for the payments required to be made by the Customer to the Supplier as provided for herein.

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**ALL COMPANY DIRECTORS MUST SIGN/ALL PARTNERS MUST SIGN.**

1 ..... 2 .....

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Signatory's Name in Print

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Signatory's Name in Print

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Witnessed

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Witnessed

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Witness's Name in Print

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Witness's Name in Print

3 ..... 4 .....

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Signatory's Name in Print

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Signatory's Name in Print

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Witnessed

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Witnessed

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Witness's Name in Print

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Witness's Name in Print

# CONDITIONS OF CONTRACT

## 1 General

- a In these conditions of Contract 'the printer' means Vega Press
- b The acceptance of our quotation includes the acceptance of these conditions except insofar as any of them have been varied by our quotation.
- c In these conditions the pronoun 'I' shall be read as 'he or 'she' where the context requires

## 2 Quotations

- a All prices quoted are for immediate acceptance. All quoted prices are based on the cost of materials, labour and transport and of conforming to statutory obligations applicable at the date of quotation. If between the date of quotation and the date of completion of any contract arising from acceptance of this quotation variations occur in any or all of these costs, the Printer shall be at liberty to amend the price to provide for these variations whether applicable to the goods of the Printer's own manufacture or to goods of another party's manufacture and the Customer shall be bound to pay the amended price
- b Where estimates contained in the quotation are based on specifications, roughs, drafts, layouts, dummies, or printed, typewritten or other good copy, any extra work, or cost caused by any variation by the Customer of its original instructions may be charged to the Customer and any extra costs incurred on account of delays, interruptions or suspensions or work due to the Customer's instructions or lack of instructions shall be added to the contract price and shall be paid by the Customer
- c In the case of goods supplied but not processed by the Printer in respect of which the Printer is required to place an order with a manufacturer or Printer in another country, the Printer reserves the right to amend the quoted price of the goods to recoup any loss incurred by the Printer resulting from any variation after the date of this quotation in the official currency exchange rate between the country where the goods are manufactured or printed and Australia.
- d In the case of goods supplied but not processed by the Printer in respect of which the Printer is required to place an order overseas, no provision has been included for customs duty except as specified in the quotation. Should for any reason whatsoever duties or import charges be applicable, or if provision for duties is included in the quotation and these duties are increased, such charges shall be added to the quoted price and shall be paid by the Customer.

## 3 GST (Goods and Services Tax)

- Where the supply of goods or services (or both) by the Printer is a taxable supply subject to GST, then:-
- a The GST will become the liability of the Customer
  - b The Printer will increase the price payable by the Customer by the applicable amount of GST, taking into consideration any change in the GST Law or any other legislation imposing taxes which results in the reduction or abolition of such Taxes; and
  - c Any amount of GST payable by the Customer to the Printer will be payable at the same time and in the same manner as any other monies would otherwise have been payable had the GST not applied to the supply, irrespective of when the Printer is liable to remit the GST collected (either in whole or part) to any government authority. "GST" and "GST Law" have the meanings ascribed to those terms in the "A New Tax System(Goods and Services Tax) Act 1999" (as amended) and; the term "GST" means duties, charges, levies, imposts or the like which apply directly or indirectly in respect of any goods or services(or Both) supplied to the Customer.

## 4 Delivery and Payment

- a Upon the Printer notifying the Customer at the Customer's address stipulated in the quotation that the order is ready for delivery or pickup the risk therein shall pass to the Customer
- b Unless otherwise specified, the price does not include the delivery to the Customer's premises. If such delivery is arranged by the Printer, the cost of such delivery will be charged to the Customer
- c Unless otherwise agreed in writing payment in respect of each order shall become due upon the expiration of one (1) calendar month from the date of notification to the Customer that the order is ready for delivery
- d Unless agreed in writing no discount shall be allowed in relation to any contract price
- e In the case of a first transaction between the Printer and the Customer the cash value of the order shall be paid upon acceptance of the quotation unless satisfactory references are provided by the Customer to the Printer
- f If the Customer fails to pay in accordance with the conditions of payment or to comply with any of the conditions hereof or if a receiver or a receiver and manager, provisional liquidator or liquidator of the Customer commits an act of bankruptcy or makes an arrangement or a composition with creditors under the Bankruptcy Act 1966, the Printer may at its option cancel any work in progress and/or suspend delivery of any undelivered part of the order and claim the loss arising there from including loss of profits
- g Goods will be despatched and received at the Printer's premises only during normal trading hours, unless other arrangements are made in writing by the Printer and the Customer

## 5 Customer's Instructions

Once accepted by the Customer, the Printer's 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 due to oversights or misinterpretation of those instructions

## 6 Experimental Orders and Preliminary Work

Preliminary work and/ or work produced in an experimental way at a Customer's request will be considered an order and charged to the Customer's account

## 7 Expedited Delivery

Should delivery of work be required sooner than the normal time requisite for its production, reasonable efforts will be made by the Printer to secure freedom from defects but the Printer will not be responsible for defects caused as a result of the requirement for such early delivery. Should the early delivery necessitate overtime being worked or other additional cost being incurred, an additional charge will be made to cover this increased cost

## 8 Suspension of Work

The suspension by the Customer of any work, for any reason whatsoever, for a period of 30 days shall entitle the Printer to payment in full for the portion of the work completed

## 9 Cancelled Orders

Orders cannot be cancelled except upon terms which will compensate the Printer for all work done and materials used or specially procured or ordered to the date of cancellation

## 10 Liability

- a All performance standards referred to in the quotation and warranties as to performance given by the Printer, are based on experience and are such as the Printer expects to obtain on test Upon request and upon provision of reasonable time and opportunity the Printer will endeavour to demonstrate the standards specified in the quotation. However, subject to sub-clause 10 (b) hereof, the Printer will accept no liability for loss to a Customer arising out of the Printer's failure to reach such standards in processing the Customer's order.
- b Subject to fair and proper use the Printer undertakes to correct or replace all works possessed by it which shall during the seven days following the day on which the Customer is notified that the goods are ready for delivery be found to be defective due either to faulty workmanship or to the use of defective materials. However, the Printer's liability in such circumstances is limited to the Customer's direct loss arising out of the Printer's failure to perform the contract work satisfactorily, and the Printer shall not be liable to Customer for purely pecuniary loss arising out of the Printer's failure to perform the contract work satisfactorily, nor shall the Printer be liable to the Customer for any claim in tort, nor shall the Printer be liable for any indirect or consequential loss to the Customer arising from claims being made upon the Customer by third parties occasioned by the failure of the printer to satisfactorily carry out the contract work or by any delay by the Printer in performing the contract work

## 11 Claims

Any claims against the Printer by a Customer pursuant to sub-clause 10 (b) hereof shall be made within 7 days of the date upon which notification is given to the Customer that the contract work is complete in whole or part

## 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, force majeure, legislation or regulation, the inability of the Printer to procure necessary materials or articles due to any of the foregoing causes, or any other occurrence preventing or retarding performance of the contract or delivery of work and no responsibility either direct or indirect arising either out of contract or in tort shall be attached to the Printer for any delay, default, loss or damage due to any of the above causes or to any other cause beyond the control of the Printer

## 13 General Lien

The Printer shall in respect of all unpaid debts due from the Customer whether arising in respect of a contract for the processing of materials or not, have a general lien on all goods and property of the Customer in its possession and shall be entitled on the expiration of 14 days notice to the Customer to dispose of such goods or property as it thinks fit and to apply the proceeds in satisfaction of such debts

## 14 Progress Payments

Progress Payments are payable only as agreed to in writing by the Printer and the Customer

## 15 Termination of Regular Orders

A contract for the preparation, production or processing of matter (including all processes ancillary thereto) requiring the matter to be available to the Customer at regular periods may not be terminated by either party unless written notice is given as follows

Regular Period	Length of Notice
1 week or less	1 month
more than 1 week but less than 2 weeks	2 months
more than 2weeks, but less than 1 month	3 months
1 month or more than 1 month	6 months

Nevertheless, the Printer may terminate any such contract without notice should any sum due thereunder remain unpaid

## 16 Proofs

All quotations for processing provide for 1 proof only, which will be supplied upon request. Additional copies will be charged extra. Any Customer's additions or alterations to copy when the proof is submitted or re-arrangement of type, layout etc. will be charged for as author's corrections. No responsibility will be accepted by the Printer for errors in proofs submitted to and approved by the Customer whether in writing or verbally. An extra charge will be made if machine proofs are required by the Customer

## 17 Chargeable Goods

We will endeavour to deliver the correct quantity ordered but owing to the difficulty of producing exact quantities, estimates and orders are conditional upon a margin of 10% being allowed for shortages which will be deducted from the amount owing by the Customer in relation to the goods at the relevant run-on rate. Where a Customer orders goods the orders of those goods shall be taken to include the goods allocated to the job or incidentally manufactured by the Printer including overs produced when aligning margins, co-ordinating colours, binding and generally bringing quality up to standard, that are not delivered to the Customer (undelivered goods). The Printer shall, where the Customer orders goods, sell such goods and any undelivered goods. The price paid for the totality of the goods and the undelivered goods shall be apportioned between them so that the consideration applicable to the undelivered goods shall be the manufactured cost of the undelivered goods divided by the manufactured cost of the totality of the goods multiplied by the selling price. The Printer has authority to act as an agent for the Customer and to sell the undelivered goods on behalf of the Customer. The fee payable for acting as his agent is the proceeds of such sale

## 18 Standing Matter

- a At the discretion of the Printer all film, plates, type, cutting formes and other services may be cleaned off and or , broken up immediately on the completion of work unless otherwise agreed by the Printer in writing
- b In the case of property and materials left with the Printer without specific instructions, the Printer shall be free to dispose of them and to accept and retain the proceeds, if any, to cover its own costs in

holding and handling them

- c 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

## 19 Customer's Property and Materials Supplied by Customer

- a Customer's property and all property and material supplied to the Printer by or on behalf of the Customer (including goods in transit) will be held at the Customer's risk and the Printer accepts no liability whatsoever for loss of or damage to such property or material unless 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
- c Where the Customer supplies material, adequate quantities shall be supplied to cover spoilage. Sheets and other materials shall not be counted and checked when received unless this is requested by the Customer in writing. An additional charge may be made by the Printer in respect of any such counting or checking requested by the Customer
- d Where colour separated film, proofs, other materials or equipment are supplied by the Customer; the Printer accepts no responsibility for imperfect work caused by defects in or unsuitability of such materials or equipment. Any delays or downtime caused by the lack of quality in any such materials or equipment supplied by the Customer will be charged by the Printer to the Customer at the current rate applicable to the process where the down time has occurred
- e Any change or correction to artwork, film, cylinders, engravings or electrotype supplied by or on behalf of the Customer necessary to ensure properly finished work shall be paid for by the Customer

## 20 Alterations of Style

Where the Customer does not make a typographical style for a job the Printer shall make a style for it, and charge, as correction, all variations from that style

## 21 Tabulated Work

Any excess of tabulated work and foreign language included in the job, as compared with the manuscript originally submitted for the purpose of estimating, is chargeable as extra

## 22 Author's Corrections

All extra work caused and additional material rendered necessary by author's correction including resetting, additional repro, bromides, alterations to artwork, film or cylinders, shall be charged extra as an 'author's correction'

## 23 Overset

Reverse matter will be charged for

## 24 Material

- a Unless otherwise agreed, the Customer shall bear the cost of the purchase of type, typesetting, repro, bromides, etchings and other materials specially bought for its order, whether such purchase is made expressly at the Customer's request or implied by the particular nature of the Customer's request
- b The Customer shall be responsible for any loss or extra charges resulting from blistering, partial or total delamination of laminated boards on paper, the use of incorrect inks or incorrect formulations in processing, excessive use of anti set off spray, and the incorrect use of specified mill products resulting from the Customer's request
- c The Customer shall be responsible for any loss or extra charge resulting from the Customer's failure to disclose or adequately define or describe the ultimate use of a product or resulting from a change in the ultimate use of a product

## 25 Outside Work

Where the performance of any contract with the Customer requires the Printer to obtain goods 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

## 26 Registered Designs, Trade Marks, Patents etc

The Customer will indemnify the Printer against all actions proceedings, claims, costs, demands and expenses brought or made against the Printer as a result of work carried out at the Customer's request in accordance with the designs and specifications furnished by the Customer and which involve the infringement of any registered design, letters patent or trademark

## 27 Legal Construction

- a These conditions shall over-ride all others inconsistent therewith notwithstanding that they are printed on or included in the Customers order given pursuant to this quotation unless a special; contract is made in writing expressly providing for the waiver, modification or variation thereof, duly executed by a properly authorised officer of the Printer
- b It is hereby agreed that there are no understandings, agreements or representations expressed or implied relating to the contract other than those specified in writing in this quotation which entirely supersedes all previous quotations, negotiations, representations and discussions for the purpose of preparing the quotations
- c The contract shall in all respects be construed and operate in conformity with the law of the State of Victoria and the Customer agrees that the Supreme Court having jurisdiction to hear an appeal therefrom shall have jurisdiction to hear and determine all proceedings and disputes between Printer and Customer relating to any matters arising under any contract made upon acceptance of this quotation by the Customer, and the Customer irrevocably subjects itself and itself its properties to such jurisdiction.

## 28 Saving

Notwithstanding that the Printer might agree in respect of any particular transaction either expressly or by implication to waive any one or more of the above terms and conditions, such agreements shall in no way release the Customer from any obligation or requirement set out herein

- 29 The placement of an order with Vega Press is deemed to be acceptance of Vega's terms and conditions of sale which shall prevail

## 30 Property (title) passes ex factory

- 31 Customers are to arrange their own insurance of material supplied to Vega to use in print operations and pre-press sold to customers but retained in safe custody