

Application for Credit Account



Company Details

Registered Company Name _____
Trading As _____
Postal Address _____ Post Code _____
Street Address _____
Telephone _____ Fax _____ Email _____
Sole Trader Partnership Private Company Public Company

Proprietor(s) / Directors(s) Details

Name _____ Position _____
Address _____ Telephone _____
Name _____ Position _____
Address _____ Telephone _____

Legal Details

Accountant _____ Solicitor _____
Name _____ Name _____
Address _____ Address _____
City _____ City _____
Telephone _____ Telephone _____
Bank Details _____
Name _____ Branch _____
Account No. _____ Telephone _____

Trade References

| Company | Telephone | Contact |
|----------|--------------------------|---------|
| 1. _____ | (_{std}) _____ | _____ |
| 2. _____ | (_{std}) _____ | _____ |
| 3. _____ | (_{std}) _____ | _____ |

I/We have read and agreed to Promotional Systems Limited Conditions of Sale & Terms of Trade overleaf.
The above information is true and correct and that I/We have the authority to sign this application.

For Limited Liability Companies.

As Director(s) of the above company, I/We jointly and severally accept liability for credit extended on this Application for Credit Account and we undertake to pay for all goods and services supplied by you if the company fails to meet its obligations under this application.

Signature _____ Name (print) _____
Title _____ Date _____

REFER OVERLEAF FOR CONDITIONS OF SALE & TERMS OF TRADE

PLEASE FAX BOTH PAGES SIGNED TO +64 9 969 4481

**PROMOTIONAL SYSTEMS LTD
CONDITIONS OF SALE**

Prior to placing an order for goods and/or services with Promotional Systems Ltd, customers are advised to carefully read the following terms under which Promotional Systems Ltd accepts orders.

If any of these conditions are not acceptable to an intending customer, please refer immediately to the Promotional Systems Ltd representative. Any negotiated change, deletion or modification to the Conditions of Sale requires the written acceptance of the Promotional Systems Ltd Managing Director prior to an order being placed. Such departure from normal trading terms shall not create a precedent, or apply to any other orders whether they are in progress or placed at a subsequent date.

1. **QUOTATIONS.** All quotations shall be deemed to interpret the customers' instructions, written and verbal, which will be assumed to be accurate. Customer's are accordingly advised to exercise due care and attention when checking quotations before any further work proceeds. Any deviation may require a revised quotation. Promotional Systems Ltd is liable only for written quotations and not for any verbal quotations or representations, such written quotations to remain open for acceptance for a period of one month from their date.
2. **COST VARIATION.** Quotations are based on the costs prevailing at the time of quoting. The quoted price shall always be subject to amendment in recognition of the movements in these costs after quotation date.
3. **GOODS AND SERVICES TAX.** The customer shall pay Goods and Services Tax at the rate applying.
4. **INKS.** Unless otherwise specified all single colour work is quoted on the basis of using black ink. Any changes in the ink required after quotation may be charged as an extra.
5. **ACCEPTANCE.** Placement of order shall constitute acceptance of Promotional Systems Ltd conditions of sale.
6. **LATE MATERIAL.** Where the customer fails to meet an agreed production schedule with the supply of copy, film or other material to Promotional Systems Ltd, additional costs may be incurred and it will be charged to the customer. Also, agreed production schedules may be deemed void if start dates are missed.
7. **VARIATIONS AND ALTERATIONS.** All quotations are based on the conditions and specifications in the quotation, (ink, product, quantity, delivery etc.) and covers all work and materials required to complete the order. Any variation or alteration to the specifications, copy and/or layout supplied by the customer, increase in material costs, or delivery schedule will make the quotation subject to amendment.
8. **AUTHOR'S CORRECTIONS.** Author's corrections on and after the first proof including alterations in style shall be an additional charge.
9. **CUSTOMER'S EXPERIMENTAL ORDERS.** Work of an experimental nature prepared at the customer's request shall be considered an order and charged for accordingly.
10. **PROMOTIONAL SYSTEMS LTD SPECULATIVE WORK.** Sketches, dummies and designs submitted by Promotional Systems Ltd on a speculative basis shall remain Promotional Systems Ltd property and no use shall be made nor any idea obtained from these, without the agreement of Promotional Systems Ltd in writing.
11. **TYPE AND OTHER INTERMEDIARY MATERIAL.** Unless otherwise agreed in writing, typesetting, artwork, colour separations and/or any other intermediary material specifically required for the completion of a customer's order, shall be an additional charge.
12. **THE CUSTOMER'S INSTRUCTIONS.** It is recommended that the customer should confirm all instructions in writing, as Promotional Systems Ltd will not be liable for errors or omissions relating to misinterpretation of the customer's verbal instructions.
13. **COLOUR PROOFS.** No guarantee shall be given to exactly match a print production with a colour proof because of variances in proof preparation methods and substrates. However, Promotional Systems Ltd shall at all times endeavour to provide the customer with a commercially acceptable interpretation of the proof.
14. **SUPPLY OF ORIGINATION ON DISC.** Promotional Systems Ltd does not take responsibility for any damage or loss of data and urges clients to supply back up files. We do not take any responsibility for errors or omissions that may occur in converting files to film or bromide. Where laser proofs are not supplied we do not take any responsibility for incorrect output and will charge for time spent to correct the output. Printing and delivery schedules are based on files being output without alterations or corrections required and so may be deemed to be void if such corrections are necessary. Promotional Systems Ltd will not accept responsibility for the final print quality if trapping (spreads, chokes) is not used, all supply instructions are not followed and a document information form not supplied with the files. Promotional Systems Ltd makes no claim or representation that it has expertise in converting material supplied on disc but that it will arrange for such conversions to take place with companies as are appropriate. Discs, tapes and any other form of electronic storage supplied by the customer shall remain the property of the customer unless otherwise instructed in writing, Promotional Systems Ltd shall assume that these are a copy of the original.
15. **ELECTRONIC IMAGES AND/OR FILES.** It is the customer's responsibility to retain a copy of any image or file supplied. Promotional Systems Ltd is not responsible for accidental damage to any material supplied. Any additional translating, editing or programming needed to utilise customer supplied files or images will be charged.
16. **COMPUTER AIDED DESIGN.** Promotional Systems Ltd shall not take responsibility for finished quality where computer generated film or plates have been supplied or where designs generated by computer do not include trapping spreads, chokes, bleeds and other accepted convention of the promotional product industry.
17. **ELECTRONIC STORAGE.** Unless otherwise agreed in writing the customer shall have no right or title to material stored by Promotional Systems Ltd on discs, tapes or any other form of electronic store, but if Promotional Systems Ltd agrees to duplicate or transfer stored electronic material to the customer Promotional Systems Ltd shall have the right to charge for the service.
18. **PAPER SUPPLIED.** All paper by the customer for the production of the customer's work shall be subject to a charge for handling, storage and profit as determined by Promotional Systems Ltd. Paper supplied by the customer must be of a standard acceptable to Promotional Systems Ltd. Promotional Systems Ltd will not be responsible for quality on standard paper and additional costs occasioned by paper problems will be charged to the customer where the customer supplies materials. Adequate supplies shall be furnished to cover spoilage as agreed by Promotional Systems Ltd.
19. **THE CUSTOMER'S PROPERTY AND PROPERTY SUPPLIED.** The customer's property and all property supplied to Promotional Systems Ltd by or on behalf of the customer shall be held at the customer's risk. Every care will be taken to secure good results where the materials or equipment are supplied by the customer. If any change or correction is necessary in order to supply properly finished work the additional work shall be at the customer's expense. Responsibility shall not be accepted for standard property.
20. **HOLDING PRESS TO THE CUSTOMER'S INSTRUCTIONS.** Presses held awaiting the customer's instruction shall be at an additional charge for the time standing.
21. **SUSPENDED WORK ON THE CUSTOMER'S INSTRUCTIONS.** The suspension of any work on the customer's instruction for a period of 30 days or more shall entitle Promotional Systems Ltd to payment in full for all work in progress at the time of suspension. Promotional Systems Ltd may revise the quotation for the uncompleted portion of the order before proceeding.
22. **CANCELLATION OF ORDERS.** Orders shall not be cancelled except upon terms which compensate Promotional Systems Ltd for all expenses incurred and otherwise protect Promotional Systems Ltd against loss.
23. **ORIGINATION, PLATE MAKING POSITIVE OR NEGATIVE FILM, PLATES, BLOCKS ETC.** Unless otherwise specified in writing, in all cases where the customer has been separately invoiced with the cost of such work, the ownership of such material shall remain with the customer. Unless advised in writing within a period of twelve months from date of invoice Promotional Systems Ltd may dispose of these materials. Any proceeds arising from their disposal may be used by Promotional Systems Ltd to offset the cost of storage.
24. **DELIVERY.** Unless specified otherwise, quotations shall be based on delivery at Promotional Systems Ltd door, insurance of the goods against loss or damage during freight is the customer's responsibility unless otherwise specified in the quotation. Risk shall pass to the customer on delivery.
25. **URGENT DELIVERY.** Should urgent delivery be agreed to, all related costs including overtime shall be an additional charge.
26. **VARIATION IN QUANTITY.** Every effort shall be made by Promotional Systems Ltd to deliver the quantity specified. All quotations however are conditional upon a margin of 5% in single colour work and 10% in multicoloured work being supplied over or under. Unless otherwise agreed in writing this margin shall be charged or deducted respectively on a pro rata basis.
27. **CLAIMS.** Any complaint shall be made in writing within 10 days of receipt of goods. Beyond this no claim shall be recognised.
28. **OUTSIDE INFLUENCES.** Promotional Systems Ltd shall not be responsible for any delay, default loss or damage due to any industrial disputes, accidents, acts of God, equipment failure, unavailability or non-supply of ink, promotional product or other consumables or other causes beyond Promotional Systems Ltd's control.
29. **PROOF APPROVAL.** Promotional Systems Ltd shall not be liable for errors in the finished work where a proof has been submitted to and approved by the customer. All proofs, including proofs subsequent to amendments or alterations shall be charged to the customer.
30. **LIABILITY.** Promotional Systems Ltd shall not be liable for any indirect or consequential loss or for the loss to a customer arising from third party claims occasioned by errors in carrying out the work or by delay in delivery. No warranty shall be given or responsibility accepted by Promotional Systems Ltd to ensure that goods produced comply with the requirements of any legislation relating to the marking and/or labelling and/or packaging of goods. Compliance with the requirements of any such legislation shall be the sole responsibility of the customer. All other warranties are expressly excluded. Without limiting the generality of the foregoing, the customer acknowledges that any contract between Promotional Systems Ltd and the customer shall be a business transaction for purposes of the Consumer Guarantees Act 1993 and that Act shall not apply to any such contract.
31. **ILLEGAL OR DEFAMATORY MATTER.** Promotional Systems Ltd shall not be required to print any matter which in Promotional Systems Ltd's opinion is or may be illegal or defamatory in nature or in breach of the Fair Trading Act 1986 or any other statute or any provision thereof. Promotional Systems Ltd shall be indemnified by the customer in respect of any claims, costs and/or expenses arising from or out of any illegal or defamatory matter or any breach of the Fair Trading Act 1986 or any other statute or any infringement of copyright, patent or design.
32. **SUITABILITY OF GOODS.** No guarantee shall be given or implied that the goods supplied at the customer's instructions or designed by Promotional Systems Ltd to those instructions are suitable for specific market requirements.
33. **PAYMENT TERM.** Unless otherwise stipulated by Promotional Systems Ltd or otherwise agreed in writing between Promotional Systems Ltd and the customer, payment of Promotional Systems Ltd's account is due in full on or before the 20th of the month following delivery ex Promotional Systems Ltd. Promotional Systems Ltd may charge interest at commercial overdraft rates on any sum not paid by the due date. Promotional Systems Ltd shall not be obliged to complete any order where payment for any previous order is overdue.
34. **GENERAL LIEN.** Promotional Systems Ltd shall in respect of all unpaid debts due from the customer have a general lien on all the goods and property in Promotional Systems Ltd's hands and apply the proceeds toward such debts.
35. **OWNERSHIP OF GOODS.** All orders completed by Promotional Systems Ltd remains Promotional Systems Ltd's property until payment has been received.

**PLEASE INITIAL & FAX TO +64 9 969 4481
ALONG WITH SIGNED FRONT PAGE**