32 - 36 Aruma Place Cardiff NSW 2285

Ph 02 4956 5233

Email: accounts@insanesigns.com.au

RESELLER CREDIT ACCOUNT APPLICATION 30 DAYS

Full Company Name: ______________________________

ABN ______________ Year established ______________

Main business of the company ______________________________

Billing Address

____
____
____
____

Delivery Address (if applicable)

____
____
____
____

Landline ______________ Mobile ______________

Email ______________________________

Management Contact ______________ Accounts Contact ______________

Management Email ______________ Accounts Email ______________

Name of Directors/Individuals	Private Address
1.	
2.	
3.	

Trade References	Phone	Email
1.		
2.		
3.		
4.		

In making this application, we acknowledge that

The title of the goods will not pass to the purchaser until payment is made to Insane Signs for those goods previously sold or supplied by Insane Signs to the purchaser.

1. Should approval be extended, these credit terms of payment will be for 30 days from the invoice date.
2. If any invoice in the account is not paid within 30 days of the invoice date, Insane Signs will ask for full settlement of the account before making any more supplies. The credit limit will be reduced to "nil."
3. The account, at the option of Insane Signs, may or will then revert to a basis of cash, credit card or remittance to the Insane Signs bank account prior to shipment of finished goods.
4. Insane Signs will always listen and consider special circumstances.
5. Insane Signs promises to work hard to guarantee quality, speedy turnaround, and good technical advice.
6. I/We, the signatories, as partners/directors of the business described above, will jointly and severally guarantee to pay all monies owing as they become due and payable to Insane Signs in exchange for Insane Signs providing credit.
7. The guarantee in the preceding paragraph shall not be affected by the creditor giving any time or indulgence to the debtor regarding payment or by reason of the winding up or liquidation of the debtor.

I/We hereby make this application for credit with MAXWELL AND ROSE PTY LTD (t/as Insane Signs) and state and acknowledge the following:

1. The information contained herein is true and correct
2. I/We acknowledge and accept accounts are payable IN FULL strictly 30 days from invoice date.

Signed for and on behalf of **Authorised Officer/Director**

______________________________ Date _______________ Print name ______________________

GUARANTEE AND INDEMNITY OF DIRECTOR/S

I/We .... (herein after called "Guarantor/s")

in consideration of Maxwell and Rose Pty. Ltd. (hereinafter called "Insane Signs") making available to

(company name) .... (hereinafter called the "applicant")

at my request credit facilities upon the terms and conditions herein set forth do hereby for myself/my executors and administrators covenant with the said Insane Signs that if at any time default shall be made in the payment of the balance account of the said applicant with Insane Signs or any part thereof under within credit arrangement or in the performance or observance of any term or condition of the within credit arrangement to be performed or observed credit to the applicant, I will forthwith on demand by the said Insane Signs pay to Insane Signs the whole of such monies, which shall then be due and payable to the said Insane Signs and will keep the said Insane Signs indemnified against all loss of monies payable under the within credit arrangement and all losses, costs, charges and expenses whatsoever which the said Insane Signs may incur by reason of any default as aforesaid on the applicant. This guarantee and indemnity shall be continuing and shall not be released by any neglect of forbearance on the part of the said Insane Signs in enforcing payment of any of the money payable under and/or within credit arrangements or by time given to the applicant for any such payment performance or observance or by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/my executors or administrators. Nor shall any stay of proceeding against the applicant or petition for its winding up pursuant to the Companies Act operate to relieve the guarantor of his obligations under this guarantee and indemnity.

IN WITNESS I have hereunto set my hand this ____________ day of ______________ 20____

By the said	__________________ DIRECTOR	In the presence of		
	__________________ DIRECTOR	Signed	__________________	WITNESS
	__________________ DIRECTOR	Name	__________________	(please print)

PLEASE RETURN THIS ACCOUNT APPLICATION BY EMAIL
<u>and</u> MAIL THE ORIGINAL TO OUR OFFICE.

Terms of Trade

Quotations

1. Written quotations will be provided for all new orders and shall remain valid for 45 days.
2. All quotations will be accompanied by and subject to these terms and conditions.
3. Any application will be accompanied by and subject to these terms and conditions.

Payment terms

4. The terms of payment are strictly 30 days (or such other period as nominated by the supplier herein). The trustee for Maxwell and Rose Family Trust trading as Insane Signs ABN 48303599850 related bodies corporate (as that term is defined in the Corporations Act 2001) (Supplier) may, at any time, unilaterally vary the terms of trade in its absolute and unfettered discretion.
5. Where the Supplier has granted the Applicant credit, payment for the goods must be made in full (without any set off) and received by the Supplier by the date required on any statement of account or invoice or quotation or order confirmation.
6. Should the Applicant not pay for the goods or services supplied by the Supplier in accordance with the credit terms as provided herein, or as agreed in writing by the Supplier from time to time, the Supplier shall be entitled to charge an administration fee of 10 percent of the amount of the invoice payable per year, or part thereof, from the date the goods or services were supplied (and not the day when the Supplier's invoice was payable) until payment by the Applicant.
7. Until the Supplier grants the Applicant credit by notice in writing, the Supplier will only supply goods to the Applicant on the basis of cash on delivery.

Price

8. Unless otherwise expressly agreed in writing the price of the goods shall be that price charged by the Supplier at the date of delivery including the amount which the Applicant is required to pay on account of any excise, or sales tax or any other sales taxes or charges which may be established or levied by any governmental authority (domestic or foreign) upon goods or any part thereof the manufacture, use sale or delivery thereof.

Contract

9. An order is accepted when the Applicant receives from the Supplier and order confirmation in writing or if writing is not received, acknowledgement verbally or delivery, whichever occurs first.
10. When an order is accepted by an order confirmation the contract will be wholly documented by (in descending order of precedence) any specific terms agreed in writing, the quotation, order confirmation and these terms and conditions.
11. Placement of an order, either verbally or in writing, shall imply acceptance of the Supplier's offer and of these terms and conditions.
12. Previous dealing between the Supplier and the Applicant shall not have any effect on the contract.
13. Trade custom and/or trade usage is superseded by the contract and shall not be applicable in the interpretation of the contract.
14. A contract constitutes the entire agreement between the Supplier and the Applicant with respect to the goods supplied under the contract. All prior negotiations, proposals and correspondence are superseded by that contract and these terms and conditions will in all circumstances prevail over the Applicant's terms and conditions of purchase (if any).
15. The person placing the order with the Supplier and as the person who the Supplier provides goods and services is authorised by the Applicant to contract with the Supplier. Anyone who places an order and anyone who goods are provided by the Supplier and/or any person who the Supplier provides goods and/or services is authorised by the Applicant to receive such goods.

Delivery

16. The Supplier will make all reasonable efforts to have the goods delivered to the Applicant or their designated agent on the date agreed between the parties, but the Supplier shall not be liable for any failure to deliver or delay in delivery for any reason.
17. Delivery shall be deemed to have taken place at the time of physical taking of the goods by the Applicant or by a carrier, whether engaged by the Supplier or by the Applicant.
18. The Supplier reserves the right to deliver the goods in more than one instalment. Each instalment is deemed to be sold under a separate Contract.

Jurisdiction

19. The Applicant acknowledges and agrees that this agreement shall be governed by the laws of New South Wales, and the laws of the Commonwealth of Australia which are in force in New South Wales.
20. The Applicant acknowledges and agrees that any contract for the supply of goods or services between the Supplier and the Applicant is formed at the address of the Supplier.
21. The parties to this agreement submit to the non-exclusive jurisdiction of the courts of New South Wales and the relevant federal courts and courts competent to hear appeals from those courts.

Security/charges

22. The Applicant charges in favour of the Supplier all of its estate and interest in any real property that the Applicant owns at present and in the future with the amount of its indebtedness hereunder until discharged.
23. The Applicant charges in favour of the Supplier all of its estate and interest in any personal property that the Applicant owns at present and in the future with the amount of its indebtedness hereunder until discharged.
24. The Applicant appoints as its duly constituted attorney the Supplier's company secretary from time to time to execute in the Applicant's name and as the Applicant's act and deed any real property mortgage, bill of sale or consent to any caveat the Supplier may choose to lodge against real property that the Applicant may own in any Land Titles Office in any state or territory of Australia, even though the Applicant may not have defaulted in carrying out its obligations hereunder.

25. Where the Applicant has previously entered into an agreement with the Supplier by which the Applicant has granted a charge, mortgage or other security over real or personal property, those charges, mortgages or other security interests shall continue and co-exist with the obligations and security interests created in this agreement. The Supplier may, at its election, vary the terms of such previous charges, mortgages or other securities to reflect the terms herein.

Credit

26. The Supplier may grant the Applicant credit upon the terms and conditions on the basis of the application and such other documents and information as may be required by the Supplier.
27. Until the Supplier grants the Applicant credit by notice in writing, the Supplier will only supply goods to the Applicant on the basis of cash on delivery.
28. The granting of credit does not oblige the Supplier to extend any particular amount of credit to the Applicant.
29. The Applicant must notify the Supplier in writing if there is any material change in the shareholding or ownership of the Applicant (if it no listed on ASX).

Purpose of credit

30. The Applicant acknowledges and agrees that the credit to be provided to the Applicant by the Supplier is to be applied wholly or predominantly for commercial purposes.

Retention of title

31. Whilst the Applicant has not paid for the goods supplied in full at any time, the Applicant agrees that property and title in the goods shall not pass to the Applicant and the Supplier retains the legal and equitable title in those goods supplied and not yet sold.
32. Until payment in full has been made to the Supplier, the Applicant will hold the goods in a fiduciary capacity for the Supplier and agrees to store the goods in such a manner that they can be identified as the property of the Supplier, and shall not mix the goods with other similar goods.
33. The Applicant shall be entitled to sell the goods in the ordinary course of its business, but until full payment for the goods has been made to the Supplier, the Applicant shall sell as agent and bailee for the Supplier and the proceeds of sale of the goods shall be held by the Applicant on trust for the Supplier absolutely.
34. The Applicant's indebtedness to the Supplier, whether in full or in part, shall not be discharged by the operation of Clause 33 hereof unless and until the funds held on trust are remitted to the Supplier.
35. The Applicant agrees that whilst property and title in the goods remains with the Supplier, the Supplier has the right, with or without prior notice to the Applicant, to enter upon any premises occupied by the Applicant (or any receiver, receiver and manager, administrator, liquidator or trustee in bankruptcy of the Applicant) to inspect the goods of the Supplier and to repossess the goods which may be in the Applicant's possession, custody or control when payment is overdue.
36. The Applicant will be responsible for the Supplier's costs and expenses in exercising its rights under Clause 35. Where the Supplier exercises any power to enter the premises, that entry will not give rise to any action of trespass or similar action on the part of the Applicant against the Supplier, its employees, servants or agents.
37. The Applicant agrees that where the goods have been retaken into the possession of the Supplier, the Supplier has the absolute right to sell or deal with the goods, and if necessary, sell the goods with the trademark or name of the Applicant on those goods, and the Applicant hereby grants an irrevocable licence to the Supplier to do all things necessary to sell the goods bearing the name or trademark of the Applicant.
38. For the avoidance of doubt, the Supplier's interest constitutes a 'purchase money security interest' pursuant to the Personal Property Securities Act 2009.Cancellation of terms of credit
39. The Supplier reserves the right to withdraw credit at any time, whether the Applicant is in default under the terms of this agreement or not.
40. Upon cancellation with or without notice all liabilities incurred by the Applicant become immediately due and payable to the Supplier. Warranties and limitation of liability
41. The Supplier warrants that the goods supplied are of merchantable quality.
42. The Supplier's liability for breach of sub Clause 41 or a condition or warranty implied into this contract by law including, without limitation, the Statutory Provisions (other than a condition implied by Sections 51-53 of the Competition and Consumer Act 2010) is limited to any one of the following as determined by the Supplier:
    a for goods, products or materials - the cost of replacement of the defective goods as soon as reasonably practicable, the repair of the defective goods or the repayment (or allowance) of the invoice price of the defective goods;
    b for services - to the provision of the services again or payment of the cost of having the relevant services provided again.
43. The Applicant will examine the goods for defects and shall notify the Supplier of any defects in writing within 7 days of delivery. If the Applicant does not notify the Supplier within 7 days of delivery, the Applicant shall be deemed to have accepted the goods to be of merchantable quality and free of defects and agrees that the Applicant is prevented from subsequently pleading otherwise.
44. To the extent the law permits, the Applicant agrees that the Supplier is not liable to the Applicant (and any party claiming through the Applicant against the Supplier or to any third party claiming directly against the Supplier) for consequential, special or indirect loss or damage of any kind howsoever arising and whether caused by a breach of any of the warranties, terms, conditions or any other provisions of a contract or from negligence, breach of statutory duty or other tort or otherwise related to a contract. Consequential, special or indirect losses will be taken to include but not limited to:
    a any loss of income, profit, revenue or business opportunity;
    b any loss in the nature of overhead costs;
    c any loss of goodwill or reputation, including, without limitation, any loss of value of intellectual property; and
    d any damages, liquidated sums or penalties under any other agreement.
45. The Supplier's obligations in the event of clause 42 applying do not include:
    a the cost of removal of defective goods;
    b the cost of installation of the replacement for the defective goods;
    c defects in goods caused by improper use or maintenance of goods or related components or normal wear and tear and damage.
46. Save as otherwise might be provided by statute the Supplier assumes no liability whatever for any technical advice, recommendation, information (whether contained in data sheets or otherwise) or assistance given, or the results obtained therefrom, all such advice being given and accepted at Applicant's sole risk.
47. The Supplier assumes no liability whatsoever for goods produced in accordance with artwork checked and authorised by the Applicant.
48. In all cases where liability of the Supplier has not been excluded, whether by these conditions, by statute, or by international convention or otherwise, the liability of the Supplier whatsoever and howsoever arising, including but not limited to any liability attributable to negligence or breach of contract on the part of the Supplier, its servants or agents, is limited to:
    a Australian $100 or the value of the goods the subject of the contract at the time the Goods were received by the Applicant, whichever is the lesser; or
    b In the case of a proven breach of an implied warranty provided by the Trade Practices Act 1974, as amended, the payment of the cost of having the services supplied again.
49. Subject to clause 42 and for the purpose of clause 42, the value of the goods shall be calculated by reference to the invoice value of the goods.
50. Subject to clause 42 and for the purpose of clause 42, if there be no invoice value for the goods, the compensation shall be calculated by reference to the value of such goods at the place and time when they were delivered to the Applicant or should have been so delivered. The value of the goods shall be fixed according to the current market price, or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.

Indemnity

51. The Applicant agrees to indemnify the Supplier and keep the Supplier indemnified against any claim. This indemnity includes any legal fees and expenses the Supplier incurs in order to enforce its rights, on an indemnity basis.

Provision of further information

52. The Applicant undertakes to comply with any request by the Supplier to provide further information for the purpose of assessing the Applicant's creditworthiness, including an updated credit application
53. If the Applicant is a corporation (with the exception of a public listed company), it must advise the Supplier of any alteration to its corporate structure (for example, by changing directors, shareholders, or its constitution). In the case of a change of directors or shareholders the Supplier may ask for new guarantors to sign a guarantee and indemnity.

Corporations

54. If the Applicant is a corporation, the Applicant warrants that all of its directors have signed this agreement and that all of its directors will enter into a guarantee and indemnity with the Supplier in relation to the Applicant's obligations to the Supplier.

Trustee capacity

55. If the Applicant is the trustee of a trust (whether disclosed to the Supplier or not), the Applicant warrants to the Supplier that:
    - a the Applicant enters into this agreement in both its capacity as trustee and in its personal capacity;
    - b the Applicant has the right to be indemnified out of trust assets;
    - c the Applicant has the power under the trust deed to sign this agreement; and
    - d the Applicant will not retire as trustee of the trust or appoint any new or additional trustee without advising the Supplier.
56. The Applicant must give the Supplier a copy of the trust deed upon request.

Partnership

57. If the Applicant enters into this agreement as partners, the Applicant warrants that all of the partners have signed this agreement and that all of the partners will enter into a guarantee and indemnity with the Supplier in relation to the Applicant's obligations to the Supplier.
58. If the Applicant is a partnership, it must not alter its partnership (for example, adding or removing partners or altering its partnership agreement) without advising the Supplier. In the case of a change of partners, the Supplier may ask for new guarantors to sign a guarantee and indemnity.

Insolvency

59. If the Applicant becomes insolvent, the Applicant remains liable under this agreement for payment of all liabilities incurred hereunder. The Applicant remains liable under this agreement even if the Supplier receives a dividend or payment as a result of the Applicant being insolvent.

Waiver

60. A waiver of any provision or breach of this agreement by the Supplier must be made by an authorised officer of the Supplier in writing. A waiver of any provision or breach of this agreement by the Applicant must be made by the Applicant's authorised officer in writing.

Patents and designs

61. In consideration of the Supplier accepting an order from the Applicant, the Applicant warrants that no patent, copyright trademark or design is infringed and the Applicant holds safe and indemnifies the Supplier against all costs or expenses incurred by the Supplier arising from any claim by a third party of infringement of their rights.
62. All technical information, advice, know how, drawings, design and samples, including quotations given, are submitted by the Supplier on the basis that they will remain the Supplier's property and shall be kept confidential by the Applicant who will not make any use of such items without the Supplier's consent in writing, and the Supplier will be entitled to compensation for any unauthorised use of such information.

Cancellation of order

63. The order cannot be cancelled except upon terms which will compensate the Supplier for all work done and materials used or specially procured to the date of cancellation and expenses, including overheads and handling charges incurred to the date of cancellation or for any commitments made by the Supplier.

Costs

64. The Applicant must pay for its own legal, accounting and business costs and all costs incurred by the Supplier relating to any default by the Applicant. The Applicant must also pay for all stamp duty and other taxes payable on this agreement (if any).
65. The Applicant will pay the Supplier's costs and disbursements incurred in pursuing any recovery action, or any other claim or remedy, against the Applicant, including debt recovery fees and legal costs on an indemnity basis. Such costs and disbursements will be due and payable by the Applicant to the Supplier irrespective of whether pursuit of the recovery action, claim or remedy is successful.
66. The Applicant acknowledges and agrees that payments by the Applicant will be applied by the Supplier as follows.
    - a Firstly, in payment of any and all collection costs and legal costs in accordance with clauses 35 and 66.
    - b Secondly, in payment of any interest incurred in accordance with clause 70.
    - c Thirdly, in payment of the outstanding invoice(s).

Taxes and duty

67. The Applicant must pay GST on any taxable supply made by the Supplier to the Applicant under this agreement. The payment of GST is in addition to any other consideration payable by the Applicant for a taxable supply.
68. If as a result of:

a any legislation becoming applicable to the subject matter of this agreement; or

b any changes in legislation or its interpretation by a court of competent jurisdiction or by any authority charged with its administration; the Supplier becomes liable to pay any tax, duty, excise or levy in respect of the amounts received from the Applicant, then the Applicant must pay the Supplier these additional amounts on demand.

Interest rates

69. The interest rate on any outstanding debts is a fixed rate of 15 percent per annum.

Set-off

70. All payments required to be made by the Applicant under this agreement will be made free of any set-off, or counterclaim and without deduction or withholding.
71. Any amount due to the Supplier from time to time may be deducted from any monies which may be or may become payable to the Applicant by the Supplier.

Miscellaneous

72. The Supplier is not liable for any loss caused to the Applicant by reason of strikes, lockouts, fires, riots, war, embargoes, civil commotions, acts of God or any other activity beyond the Supplier's control.
73. In relation to the supply of goods, the Supplier's liability is limited to:
    a replacing the goods or supplying similar goods;
    b repairing the goods;
    c providing the cost for replacing the goods or for acquiring equivalent goods; and
    d providing the cost for having the goods repaired.
74. In relation to the supply of services, the Supplier's liability is limited to:
    a supplying the service again; or
    b providing for the cost of having the services supplied again.
75. The Supplier is not liable, whether claims are made or not, for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of aright or any other indirect loss suffered by the Applicant.

Severance

76. If any provision of this agreement is not enforceable in accordance with its terms, other provisions which are self-sustaining are, and continue to be, enforceable in accordance with their terms.
77. If any part of this agreement is invalid or unenforceable, that part is deleted and the remainder of the agreement remains effective.

Variation

78. The Applicant agrees that these terms and conditions may be varied, added to, or amended by an authorised officer of the Supplier at any time by written notice to the Applicant.
79. Any proposed variation to these terms and conditions by the Applicant must be requested in writing. The Supplier may refuse any such request without providing reasons either orally or in writing.

Consent to register

80. The Applicant hereby consents to the Supplier recording the details of this Agreement on the Personal Property Securities Register and agrees to do all things necessary and reasonably required by the Supplier to effect such registration.
81. The Applicant waives any right or entitlement to receive notice of the registration of any security interest(s) created by this instrument on the Personal Property Securities Register.

Entire agreement

82. This agreement constitutes the entire agreement between the parties relating in any way to its subject matter. All previous negotiations, understandings, representations, warranties, memoranda or commitments about the subject matter of this agreement are merged in this agreement and are of no further effect. No oral explanation or information provided by a party to another affects the meaning or interpretation of this agreement or constitutes any collateral agreement, warranty or understanding.

Time

83. Time shall be the essence of this Application.

Privacy Act

84. The Applicant agrees to the terms of the Privacy Act 1988 authorisation contained in this document.