

# labelhouse



Your brand partner in  
packaging & printing

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NEW ACCOUNT APPLICATION

DATE: \_\_\_\_\_

COMPANY NAME OR REGISTERED TRADING NAME : \_\_\_\_\_

A.B.N. \_\_\_\_\_ A.C.N. \_\_\_\_\_

PROPRIETORS OR DIRECTORS: \_\_\_\_\_

REGISTERED OFFICE ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

TYPE OF BUSINESS: PRIVATE CO. / PUBLIC CO. / PARTNERSHIP / SOLE TRADER / (OTHER \_\_\_\_\_)

PURCHASING CONTACT: \_\_\_\_\_ PHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_

MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

DELIVERY ADDRESS: \_\_\_\_\_

ACCOUNTS CONTACT: \_\_\_\_\_ PHONE NO: \_\_\_\_\_ FAX NO: \_\_\_\_\_

MOBILE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

## CREDIT ACCOUNT DETAILS

ESTIMATED MONTHLY SPEND \$ \_\_\_\_\_

BANK: \_\_\_\_\_

PREMISES: OWNED/LEASED/ \_\_\_\_\_ NO. OF YEARS AT CURRENT ADDRESS \_\_\_\_\_

## CREDIT REFERENCES (for 30 day accounts only otherwise strictly Cash With Order **C.W.O**)

NO. 1 \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NO. 2 \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

NO.3 \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

APPROVED FOR A 30 DAY TRADING ACCOUNT BY: (Office use Only)

NAME: \_\_\_\_\_ ACC CODE: \_\_\_\_\_

POSITION: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

SALES REPRESENTATIVE \_\_\_\_\_ INDUSTRY CODE: \_\_\_\_\_

Name and Address of all Owners/Partners and/or Directors :

Do you require a monthly statement? Yes No

DECLARATION, ACKNOWLEDGEMENT, ACCEPTANCE OF TERMS AND CONDITIONS

I/We have read and understand the Terms and Conditions of Sale attached to this Credit Application, and hereby acknowledge and accept those Terms and Conditions of Sale. I/We agree to conduct all trading in accordance with those Terms and Conditions of Sale.

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_

**IF COMPANY THIS SECTION MUST BE COMPLETED**

Please note: It is company policy to limit the amount of credit to \$10,000 without either a Bank or Director's Guarantee.

**DIRECTORS GUARANTEE**

I/We: \_\_\_\_\_

Of: \_\_\_\_\_

and: \_\_\_\_\_

of: \_\_\_\_\_

acknowledge that \_\_\_\_\_

(hereinafter referred to as "the Company") has requested a Credit Account from Labelhouse Pty Ltd (ABN 72 004 108 365), (Labelhouse), and Labelhouse has agreed to supply goods and services from time to time to the Company and in consideration for Labelhouse so doing I/We hereby guarantee jointly and severally to Labelhouse the due and punctual performance by the company of its obligations to Labelhouse and the due payment of all money and debt accruing to Labelhouse by the Company and indemnify Labelhouse against any loss accruing on relation to the supply of goods and services under this account.

I/We agree that this Guarantee and Indemnity shall not in any way be affected by Labelhouse granting time or other indulgence to the Company and that this Guarantee shall bind my/our personal representatives.

I/We agree that this Guarantee and Indemnity is a continuing Guarantee and Indemnity and, in particular without limitation thereto this Guarantee and Indemnity shall not be discharged by any payment made to Labelhouse by the Company in whole or partial satisfaction of the Company's obligations under the hire/supply of goods and/or services by Labelhouse to the Company which payment is or becomes void as against any one or more persons as a result of any statutory provision, including but not limited to, section 565 of the Corporations Act. I/We further agree that in the event that such payment is so voided I/We and Labelhouse shall have the same rights and liabilities that each respectively would have had if such payment had not been made.

SIGNED SEALED AND DELIVERED  
by the First Guarantor  
in the presence of:

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print full name)

\_\_\_\_\_  
Name (please print full name)

SIGNED SEALED AND DELIVERED  
by the Second Guarantor  
in the presence of:

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print full name)

\_\_\_\_\_  
Name (please print full name)

# TERMS AND CONDITIONS OF SALE

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This document embodies the sole terms & conditions of the contract between Labelhouse Pty Ltd (hereinafter called the “Company”) & “The Purchaser”, & shall supersede all other conditions & agreements between the parties unless expressly amended in writing.

This document also serves as notice that these terms & conditions shall without further notice apply to all future transactions between the “Company” & “The Purchaser” whether or not this document is delivered or executed in the course of the transaction.

## 1. INTERPRETATION

In these conditions & in any contract to which these conditions apply:

- a. The “Company” means Labelhouse Pty Ltd or such other company related to Labelhouse which accepts “The Purchaser’s” order, email or any other written instruction to produce/sell goods;
- b. “The Purchaser” means the person or corporation who buys or has agreed to buy “The Goods”;
- c. “The Goods” means any item of whatsoever nature which is sold by the “Company”.
- d. Words importing the singular number shall be deemed to include the plural & vice versa. Words importing the male gender shall be deemed to include the female & neuter gender & vice versa.

## 2. GENERAL

These conditions shall apply to every sale made or agreed to be made by the “Company” & no variation or abrogation of the same shall be effective unless it is evidenced in writing signed on behalf of the “Company”.

## 3. PAYMENT

- a. Unless otherwise agreed by the parties in writing payment shall be made within thirty (30) days from the end of the month in which the invoice is dated.
- b. Time for payment of the price of “The Goods” shall be of the essence of the contract & if “The Purchaser” fails to pay the price when due the “Company” may treat the contract as repudiated by “The Purchaser” or may, unless payment in full is made, suspend delivery of “The Goods” the subject of the contract & any goods the subject of any other contract with “The Purchaser” without incurring any liability whatsoever to “The Purchaser” in respect thereof. In addition, without prejudice to such rights of the “Company”, “The Purchaser” shall (if so required by the “Company”) pay interest to the “Company” on the outstanding amount of the price at the rate of ten (10%) percent per annum, to be applied monthly until the price is paid in full.
- c. Notwithstanding any rights of lien to which the “Company” may otherwise be entitled, the “Company” shall have specific lien (including a right of sale) over “The Goods” the subject of the contract & any goods the subject of any other contract with “The Purchaser” until the price of “The Goods” has been paid in full. “The Purchaser” shall not be entitled to make any deduction from the price of “The Goods” in respect of any off-set or counter claims.

## 4. DELIVERY

- a. At any time or date named & accepted by the “Company” for completion, delivery, despatch, shipment or arrival of “The Goods” or for tender of any documents is an estimate only & does not constitute a condition of the contract or part of the description of “The Goods”. The “Company” shall not be under any liability whatsoever for the consequences of any delay as a result of any cause outside of its reasonable control &, in particular, but without prejudice to the generality of the foregoing, the “Company” shall be under no liability whatsoever for any delay in completion, delivery, despatch shipment or arrival of “The Goods” or in the tender of any documents caused (directly or indirectly) by acts of God, war, riots, strikes, lock outs, trade disputes, fires, break downs, mechanical failures, interruptions of transport, Government action or by any other cause whatsoever, whether or not of a like nature to those specified above, outside the reasonable control of the “Company” & in such event the time for completion, delivery, despatch, shipment or arrival of “The Goods” may be extended by the “Company” (or the “Company” may cancel the contract without any liability whatsoever on its part). Time for completion, delivery, despatch, shipment or arrival of “The Goods” or for the tender of any documents is not of the essence of the contract.

## 5. FAILURE TO DELIVER

“The Purchaser” shall notify the “Company” within seven (7) days of delivery of any short fall or damage to goods delivered. Failure to so notify shall disentitle “The Purchaser” to any remedy in respect to the shortage, loss or damage.

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## TERMS AND CONDITIONS OF SALE

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### 6. RISK

Goods supplied by the "Company" to "The Purchaser" shall be at "The Purchaser's" risk immediately on delivery to "The Purchaser" or into "The Purchaser's" custody (whichever is the sooner) & "The Purchaser" should insure "The Goods" thereafter against such risk as it thinks appropriate.

### 7. Personal Property Securities Act 2009 (Cth) (PPS Act)

- 7.1 Notwithstanding any other term, "The Goods" and any other products delivered by the "Company" to "The Purchaser" shall remain the sole and absolute property of the "Company" as legal and equitable owner, until there are no longer any amounts owing to the "Company" for "The Goods".
- 7.2 Until and unless "The Purchaser" has paid the "Company" in full for "The Goods", "The Purchaser" must:
- (a) store "The Goods" on its premises separately from any other goods that may be in the possession of "The Purchaser" and in a manner which makes them readily identifiable as the property of the "Company";
  - (b) hold "The Goods" as the bailee of the "Company";
  - (c) return "The Goods" to the "Company" on demand; and
  - (d) immediately pay to the "Company" the proceeds of any sale of "The Goods" or hold any proceeds of the sale of "The Goods" on trust for the "Company" in a separate account.
- 7.3 "The Purchaser" agrees that "The Purchaser" shall only sell "The Goods" in respect of which "The Purchaser" has not made full payment to the "Company" on the conditions that any such sale is conducted at arm's length and is for the full market value of "The Goods" and the "Company" has not demanded the return of "The Goods".
- 7.4 "The Purchaser" grants to the "Company" a Purchase Money Security Interest (as that term is defined in the PPS Act), in "The Goods" as security for all amounts owing and unpaid by "The Purchaser" to the "Company" in respect of "The Goods".
- 7.5 If "The Goods" become part of a product or mass through manufacturing, processing, assembly or becoming commingled, the Company's security interest continues in that product or mass to the extent permitted by law.
- 7.6 The "Company" may apply to register a Financing Statement, or a Financing Change Statement (as those terms are defined in the PPS Act), from time to time, in relation to a Purchase Money Security Interest, without notice to "The Purchaser".
- 7.7 Until all amounts owing to the "Company" for "The Goods" have been received from "The Purchaser" by the "Company", "The Purchaser" grants an exclusive, irrevocable licence to the "Company" to enter any premises where "The Goods" for which payment in full has not been received by the "Company" are kept to take possession of "The Goods" and to use all reasonable force in doing so without any liability for any resulting damage.
- 7.8 "The Purchaser" acknowledges and agrees that the "Company" may exercise any and all remedies afforded to a Secured Party (as that term is defined in the PPS Act) under the PPS Act including, but not limited to, entry into any building or premises owned, occupied, or used by "The Purchaser", to search for and seize, dispose of or retain "The Goods" in respect of which "The Purchaser" has granted to the "Company" a Purchase Money Security Interest.
- 7.9 "The Purchaser" and the "Company" agree to exclude the following sections of the PPS Act in respect of "The Goods":
- (a) sections 95, 121(4), 130 and 135 of the PPS Act (to the extent that the "Company" is required to give notice to "The Purchaser"); and
  - (b) sections 96, 120, 125, 129(2), 132(3)(d), 132(4), 135, 142 and 143 of the PPS Act.
- 7.10 To the extent permitted under the PPS Act, "The Purchaser" expressly waives its right to receive from the "Company" a copy of any Financing Statement, Financing Change Statement or Verification Statement (as that term is defined in the PPS Act) that is registered, issued or received at any time in relation to "The Goods".

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### 8. EXCLUSIONS OF LIABILITY

- a. Unless otherwise agreed in writing the only warranty provided by the “Company” in respect of “The Goods” is that (if any) provided by the manufacturer of “The Goods” & the liability of the “Company” pursuant to such warranty is limited to any amount receivable by the “Company” from the manufacturer.
- b. To the full extent permitted by law.
  - i. The “Company” gives no condition or warranty whatsoever as to the suitability or fitness of “The Goods” for their ordinary or any special use or purpose, & the description of “The Goods” in any contract or any other document shall not import any such conditional warranty on the part of the “Company”.
  - ii. All statutory & implied conditions & warranties except as to title are excluded, &
  - iii. It is the responsibility of “The Purchaser” to satisfy himself as to the condition, quality, suitability & fitness of “The Goods” for their purpose & “The Purchaser” accepts “The Goods” as they are within the faults or defects (if any).
- c. The “Company” shall be under no liability whatsoever for any defect or defects (including any defect caused by the loading of “The Goods”) in, or deterioration or failure of, “The Goods” or any part thereof (or any goods supplied with “The Goods” or any part thereof) whether due to design, workmanship or materials or to any cause whatsoever unless the same is due to the negligence or wilful default of the “Company” or its employees or agents, the “Company” shall be under no liability whatsoever for any failure of “The Goods” (other than in relation to a substantial ingredient of the identity of “The Goods”) that correspond with any description relating to transport of “The Goods”.
- d. The “Company” shall be under no liability to “The Purchaser” for any loss (including but not limited to loss of profit & consequential loss) of any kind whatsoever arising out of the supply of or failure to supply goods hereunder. The “Company” shall not be liable in any circumstances for any technical advice or assistance given or rendered by it to “The Purchaser” whether or not in connection with the manufacture or supply of “The Goods” for or to “The Purchaser”.
- e. “The Purchaser” acknowledges that, in entering into this agreement, they had not relied upon any statement, representation, warranty, condition, advice, recommendation, information, assistance or service provided or given by the “Company” or anyone on its behalf in respect of “The Goods” the subject of this contract & all other goods supplied to “The Purchaser”, other than those that expressly herein contained & that “The Purchaser” relies upon its own expertise as to the application, suitability or fitness of “The Goods” the subject of this contract & all other goods supplied to “The Purchaser” for their ordinary or any special use or purpose.

### 9. INDEMNITY

“The Purchaser” shall keep the “Company” indemnified against all costs, claims, demands, expenses & liabilities of whatsoever nature, including, without prejudice to the generality of the foregoing, claims of death, personal injury, damage to property & consequential loss, (including loss of profit) which may be made against “The Purchaser” or which “The Purchaser” may sustain, pay or incur as a result of or in connection with the manufacture, sale, export, import or use of “The Goods” unless such costs, claim, demand, expense or liability shall be directly & solely attributable to any breach of contract by, or negligence of, the “Company” or a duly authorised employee or agent of the “Company”.

### 10. INSURANCE

In the event that “The Goods” are covered by insurance taken out by the “Company”, the “Company” will only be liable to the extent of any indemnity provided.

### 11. LICENSES, DUTIES, ETC.

The payment of any taxes & the obtaining & maintenance in full force & effect of any necessary export or import licenses, authorisation or consent in respect of “The Goods” is the sole responsibility of “The Purchaser” & the “Company” shall be under no liability whatsoever in respect of goods exported or imported without any necessary licenses, authorisations or consent.

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### 12. HEALTH & SAFETY

It is "The Purchaser's" responsibility to ensure that all applicable health & safety regulations are observed & other appropriate steps taken in relation to the storage, handling & the use of "The Goods" &, where information to the storage, handling & the use of "The Goods" &, where information is supplied to "The Purchaser" on potential hazards relating to "The Goods", to bring such information to the attention of its employees, agents, sub-contractors, visitors & customers. Without prejudice to the foregoing, it is also "The Purchaser's" responsibility to provide safe facilities for the reception of goods into storage.

### 13. GOOD & SERVICES TAX (GST)

Goods & Service Tax (GST) will be charged on those products that attract GST at the applicable rate.

### 14. INDUSTRIAL PROPERTY RIGHTS

"The Purchaser" shall not alter, remove or in any way tamper with any of the trade or other marks or numbers of the "Company" attached to or placed upon "The Goods".

### 15. NOTICES

Any notice to be given to "The Purchaser" shall be deemed to be given upon its being posted, delivered or sent by telex, email, facsimile, cable or telegram to the address of "The Purchaser" set out in the contract or "The Purchaser's" registered office or "The Purchaser's" last known address.

### 16. ASSIGNMENT

"The Purchaser" may not assign or transfer or purport to assign or transfer any of its rights or obligations under or in connection with the contract to any other person or corporation whatsoever.

### 17. SUB-CONTRACT

The "Company" reserves the right to sub-contract the performance of any contract or part thereof to any other party or person or corporation it may determine.

### 18. PROPER LAW & JURISDICTION

All the contracts made between the "Company" & "The Purchaser" shall be governed by & construed in the accordance of the laws of Victoria, Australia. "The Purchaser" agrees to submit to the non-exclusive Jurisdiction of the Victoria for all purposes of or in connection with such contracts.

### 19. HEADINGS

The headings of these conditions are provided for convenience only & shall have no effect on the interpretation thereof.

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