

# Credit Application Form



Fill in all fields sections 1 - 5 and section 8. Save, print and sign.

Please return via email to Artcraft.

## 1. Applicant Details

The Applicant provides the following information to Artcraft Pty Ltd in support of its Application of Credit:

Applicant:

Trading Name:

Business Ph No.

Business Email

Web

Trading Address:

Postal Address:

State:

Post Code:

State:

Post Code:

Type of Business:

In Business Since:

Years

Months

How long has your business been trading under current management?

Years

Months

What is your proposed purchases value with Artcraft?

per Month

## 2. Company Details

Type of Company:

Company

Partnership

Sole Trader

Trust

ABN:

Registered Name:

Bank Name:

Registered Address:

Bank Address:

State:

Post Code:

State:

Post Code:

## 3. Your Company Contact Details

Buyer/Purchasing

Finance/Accounts

Name:

Name:

Email:

Email:

Ph:

Fax:

Ph:

Fax:

## 4. Trade References

Please provide minimum 3 firms you are currently dealing with:

Name:

Name:

Contact:

Contact:

Ph:

Ph:

Email:

Email:

Name:

Name:

Contact:

Contact:

Ph:

Ph:

Email:

Email:

## 5. Directors/Partners/Sole Proprietor Details

Name:

Name:

Address:

Address:

State:

Post Code:

State:

Post Code:

## 6. Processing

Office Use Only

Account No.

Credit Limit

Approved by

Date

**7. Terms & Conditions of Sale****ARTCRAFT PTY LTD - (ABN 77 004 399 642) GENERAL TERMS AND CONDITIONS OF SALE****1. CONTRACT**

This contract includes any invoice issued by Artcraft Pty Ltd ("Artcraft") and applies each time a purchase order is received from you ("Customer") and accepted by Artcraft subsequently to Artcraft notifying you of these terms and conditions of supply, unless you and Artcraft agree otherwise in writing. The contract will prevail to the extent that it does not conflict with the terms of any agreement or contract evidenced in writing already in existence at the time of presentation of these conditions, between Artcraft and the Customer which is required by the Customer as a pre-condition to supply.

**2. GOODS/SERVICES, PRICE**

Artcraft may agree to provide the Customer with any goods and/or services requested by the Customer from time to time, at such prices and rates as the parties may agree. The parties acknowledge that the Contract will apply to the provision of all such goods and services unless the parties agree otherwise. The parties quoted by Artcraft are at all times net of all insurance premiums, government charges and taxes and other costs (unless expressed otherwise). Artcraft may, however, by notice in writing to the Customer, alter the specified prices in accordance with any such charges, premiums, taxes and costs reasonably incurred prior to delivery of the goods and/or services.

**3. DELIVERY**

3.1 All goods are to be delivered, and all services are to be provided, by Artcraft with due care and diligence ex our works or despatch centre to or at the Customer's premises (unless another place is agreed by the parties) within 30 days of acceptance by Artcraft of the relevant purchase order, unless a different time delivery is agreed by the parties in writing. Any freight charges or other costs in respect of delivery are to be paid by the Customer and may accordingly be billed by Artcraft, should Artcraft incur the relevant cost, in addition to the price of the goods and services themselves.

3.2 Artcraft will not be liable for any delay in the delivery whatsoever.

3.3 Any containers, pallets or other property of Artcraft delivered with goods but not forming part of the goods ordered will remain the property of Artcraft, and will be returned to Artcraft by the customer as soon as practicable. Artcraft may, at its sole discretion, impose a refundable deposit, such deposit to be refunded to the Customer upon return of all property under this clause.

**4. WARRANTIES AND EXTENT OF LIABILITY**

With the exception of:

(a) the implied warranties, undertakings and conditions contained the Trade Practices Act 1974 (Cth), the Goods Act 1958 (Vic) and any other legislation, where applicable; and

(b) any express warranty provided (whether by Artcraft or a third party) with goods or services, all warranties, express or implied, are excluded.

4.2 In the event that Artcraft is found to be in breach of a warranty, undertaking or condition which is not excluded under sub-clause 4.1, the liability of Artcraft in respect of such breach, subject to sub-clause 4.3, will be limited at the option of Artcraft to one or more of the following (as applicable):

(a) the supplying of the relevant goods or services again; or

(b) the payment of the cost of having the relevant goods or services supplied again; or

(c) the repair of the relevant goods; or

(d) the cost of having the relevant goods repaired.

4.3 If Artcraft is held or found to be liable to the Customer for any matter relating to or arising in connection with this contract, whether based on an action or claim in contract, negligence, tort or otherwise, the amount of damages the Customer under clause 7. In no circumstances will Artcraft be liable to the Customer for loss of expected earnings or consequential loss of any kind.

4.4 Artcraft cannot warrant that any goods or materials provided to the Customer, or used in the provision of services, under this contract will be "Year 2000 complaint". In this complaint means satisfying the definition of "Year 2000 conformity" contained in Standards Australia/Standards New Zealand publication SAA/SNZ MP77, and any definition adopted by Standards Australia to replace that definition from time to time.

4.5 The Customer releases Artcraft from all liability, costs and claims in relation to a failure of any goods or materials to be Year 2000 complaint, save where, and to be the extent that, Artcraft breaches its obligations under sub-clause 4.4.

**5. ACCEPTANCE OF GOODS, SERVICES**

5.1 The Customer may inspect the goods or services upon delivery or completion (as the case may be), and may reject within 7 days after deliver or completion (as the case may be) any goods or services which are not in accordance with this contract. Failure to reject goods or services within this time frame constitutes acceptance. In this clause, "completion" means the time at which the first part of the services relevant to the cause for rejection has been completed (where the reason for rejection could have been ascertained at the time).

5.2 The Customer will not be liable to pay for any goods or services which are rejected in accordance with this contract, but will indemnify Artcraft against all loss, damage, costs and expenses incurred by Artcraft as a result of payment being withheld where the relevant goods or services are subsequently found by a duly qualified expert appointed by agreement between the parties, or found by a court of competent jurisdiction, to be in accordance with this contract.

**6. PASSING OF PROPERTY**

6.1 Risk in goods passes to the Customer upon acceptance of the goods by the Customer.

6.2 Title in goods (including any materials supplied in connection with the connections with the provision of services by Artcraft) passes to the Customer upon full payment being received by Artcraft. Until that time, the Customer will hold any goods for which Artcraft has not received payment separately as bailee for Artcraft, and will ensure that the goods are kept in good merchantable order and condition. The Customer acknowledges that Artcraft is entitled to seize any goods for which payment has not been made in accordance with this contract, and will accordingly allow Artcraft to enter any premises on which such goods are kept. The Customer indemnifies Artcraft against all loss, damage, costs and expenses incurred by Artcraft in seizing goods under this contract.

6.3 If the Customer elects to collect any goods from the premises of Artcraft, risk in the goods will pass to the Customer upon collection or upon the expiry of 7 days after Artcraft notifies the Customer that the goods are ready for collection, whichever is earlier. The Customer indemnifies Artcraft against all loss, damage, costs and expenses incurred by Artcraft in relation to keeping the goods in its possession for longer than 7 days after such notification (which may be verbal or in writing).

**7. PAYMENT**

7.1 Subject to clause 4, the Customer must pay Artcraft the total price on payment terms set out in the attached order confirmation, or, if no payment terms are set out in that document:

(a) in the case of goods or services are supplied where the Customer has an approved credit account with Artcraft, within 30 days after delivery of goods or completion of services (as the case may be); or

(b) in the case of goods supplied where the Customer does not have an approved credit account with Artcraft, in cash upon delivery or completion (as the case may be).

7.2 Interest will be payable at the rate of 2% above the rate prescribed for the time being under the Penalty Interest Rates Act on any payment not made when due under this contract. Such interest will be calculated from the time which the relevant payment becomes overdue.

7.3 Where both goods and services are supplied by Artcraft under this contract, payment for the goods will be made separately from the payment for the services in accordance with paragraph 7.1 (a) or (b), as applicable, unless any payment terms set out in the attached order confirmation state otherwise.

7.4 Notwithstanding sub-clause 5.2, the Customer is not entitled to set off any amounts or delay or refuse any payment, due in respect of goods or services accepted by the Customer on the basis that other goods under sub-clause 5.1.

**9. COPYRIGHT, OTHER INTELLECTUAL PROPERTY**

9.1 The copyright and other intellectual property in all goods and materials supplied to the Customer or used by Artcraft in connection with the provision of goods and/or services under this contract is owned by, or licensed to, Artcraft, and nothing in this contract constitutes an implied license to reproduce, assign or sub-license such intellectual property.

9.2 The Customer warrants that the intellectual property in all graphic designs, trade marks and other material which the Customer supplies to Artcraft and Artcraft reproduces at the request of the Customer is owned by, or licensed to, the Customer, and that the Customer is authorised to license it to Artcraft for the purpose of this contract. Artcraft acknowledges that it does not take an assignment or license of such intellectual property unless separately authorised in writing by the Customer.

9.3 The Customer indemnifies Artcraft against all loss, damage, cost and expenses incurred by Artcraft as a result of:

- (a) any attempt by the Customer to claim an interest in, deal in, assign, license or exploit any intellectual property described under sub-clause 9.1:and
- (b) any breach by the Customer of the warranty under sub-clause 9.2.

**10. TERM AND TEMINATION**

10.1 Subject to sub-clause 10.2, 10.3 and 10.4, this contract commences as prescribed under clause 1 and will apply to the provision of all goods and services by Artcraft to the Client after that time unless and until it is terminated by written agreement between the parties.

10.2 If the Customer commits a breach of any provision of this contract, and has not remedied that failure within 7 days of being requested in writing by Artcraft to do so, then Artcraft may terminate this contract immediately by notice in writing.

10.3 To the extent that the context and law permit, the rights and obligations of the parties under this contract survive its termination.

10.4 Upon termination of this contract, the Customer must promptly deliver up to Artcraft any items in its possession which are the property of Artcraft or contain confidential information of Artcraft.

**11. FORCE MAJEURE**

To the extent that, and for as long as, a party to this contract is prevented from performing its obligations by causes reasonably beyond its control, that party is excused from performing its obligations, provided that it takes all reasonable steps to ensure that it resumes performing its obligations, provided that it takes all reasonable steps to ensure that it resumes performing its obligations as soon as possible.

**12. NOTICES**

A written notice served under this contract is deemed served:

- (a) in the case of ordinary post, 3 days after posting;
- (b) in the case of a facsimile or electronic mail transmission, upon record of complete transmission being generated by the sender's machine.

**13. GOVERNING LAW**

This contract is governed by the laws of Victoria, Australia. The parties unconditionally submit to the jurisdiction of the courts of that State and all courts competent to hear appeals of the decisions of those courts.

**8. Declaration**

Is the applicant able to pay Artcraft all debts which occurs with Artcraft? Yes/No

Is the applicant able to pay all debts when they fall due? Yes/No

I , duly authorised officer of the applicant, warrant to Artcraft Pty Ltd that:

1. I am duly authorised officer for and behalf of the Applicant;
2. I am aware that Artcraft Pty Ltd will be relying upon the information which I have provide on behalf of the Applicant in this credit application before deciding whether to offer to offer a credit facility to the Applicants;
3. The particulars in this credit application are true and correct in every particular;
4. The Applicant is solvent and is able to pay its debts as and when they fall due especially those debts due to Artcraft Pty Ltd;
5. On behalf of the Applicant, I authorise Artcraft Pty Ltd to:
  - a. obtain from any credit reporting agency any credit report containing any and all credit information about the Applicant;
  - b. seek from any other of the Applicant's credit providers or suppliers information of and incidental to the Applicant's creditworthiness, credit rating, credit history or financial capacity that credit providers are permitted at law to provide or receive from each other; and
6. I understand that Artcraft Pty Ltd may suspend or withdraw any credit facility granted to the Applicant as Artcraft Pty Ltd in its discretion thinks fit.
7. I acknowledge that:
  - a. The applicant has received a complete and legible copy of Artcraft's General Terms and Conditions of Sale and that those Terms will apply to all dealings between the applicant and Artcraft Pty Ltd; and
  - b. Payment for goods sold by Artcraft Pty Ltd is due and payable within 30 days from the end of the month following the date of the

**Signed for and on behalf of the applicant**

Name: Title/Position:

Address: Signature: Date:

State: Post Code: