



QLD TRADE PRINT

Unit 2, 18 Premier Circuit, Warana Qld 4575

Telephone: 07 5493 7900 | Fax: 07 5335 1254

Email: info@qldtradeprint.com.au

Qld Trade Print Trading Account Application

The customer named hereunder (the Customer) hereby applies to establish a commercial credit facility with Qld Trade Print (the Supplier) in relation to the provision of the supplier of goods and/or services. To enable the supplier's consideration of this application, the Customer is required to furnish the details specified below. By signing this application, the Customer and Guarantors bind themselves to the supplier's terms and conditions of sale.

THIS FORM MUST BE FULLY COMPLETED OR CREDIT WILL NOT BE GIVEN

Information supplied will be held strictly confidential. Refer to Qld Trade Print's Privacy policy on our website: www.qldtradeprint.com.au

Business Details

CompanyName _____ ABN _____

Business Type Ltd Co Pty Ltd Co Partnership Sole Trader ACN _____

Private Details of Owner's /Directors

1. Full Name _____ Position _____ Email _____

Address _____ Postcode _____ Phone _____ Mobile _____

2. Full Name _____ Position _____ Email _____

Address _____ Postcode _____ Phone _____ Mobile _____

3. Full Name _____ Position _____ Email _____

Address _____ Postcode _____ Phone _____ Mobile _____

Purchasing Details

Nominated persons to be able to place orders on behalf of this business

Order method phone written email

1. _____ 2. _____

Trade References

1. Full Name _____ Company _____

Address _____ Phone _____ Fax _____

2. Full Name _____ Company _____

Address _____ Phone _____ Fax _____

3. Full Name _____ Company _____

Address _____ Phone _____ Fax _____



QLD TRADE PRINT

Execution

I declare that all information provided to Qld Trade Print is true and correct in every particular. I declare that I am authorised on behalf of the above Customer.

NAME IN FULL:

SIGNATURE:

POSITION:

DATE:

TERMS AND CONDITIONS

Definitions

1. In this document the following definitions apply.

(a) Indigo Fresh Pty Ltd (ABN 45 123 405 881) trading as "QLD Trade Print" (BN20307457) is hereinafter referred to as "the Company".

(b) "The Customer" shall mean any person, firm, corporation, government, semi-government or local government department or authority, its successor's, assignee's, trustee's, administrator's or liquidator's, which engages "the Company".

(c) "Indemnity" whenever it is herein provided that "The Customer" shall indemnify "the Company", then the indemnity to be provided shall be a full and complete indemnity from and against liability in respect of all claims, demands, action, suits, proceeds and costs.

2. "The Customer's" monthly credit limit shall be that amount as "the Company" may advise either verbally or in writing with "the Customer" to repay "the Company" the balance shown as outstanding on each and every Account issued within the credit terms approved by "the Company" unless prior written arrangements have been made and agreed to with "the Company".

3. All invoices shall immediately become due and payable in the event of default of payment by "The Customer" of any invoice or account, regardless of whether or not some invoices may not otherwise have become due for payment. "The Customer" will be liable for all losses, liabilities, costs and expenses (including but not limited to debt recovery and legal expenses on a full indemnity basis).

4. Any amount that remains unpaid for sixty (60) days from the date of invoice shall incur interest at the rate of 1.25% per month or part thereof. Interest will be calculated on all outstanding amounts from the date of issue of the invoice. "The Customer's" account may be stopped without notice on overdue accounts or where the Credit Limit has exceeded.

5. Any unpaid amounts that may from time to time be overdue and any interest charged shall be recoverable forthwith from "The Customer" as a liquidated debt.

6. Failure by "the Customer" to pay "the Company's" accounts within these terms will lead to "the Customer's" account being placed on a permanent Cash On Delivery basis.

7. "The Customer" hereby acknowledges that whilst the printer will make every endeavour to produce the exact number of items in the Order, resulting from human and/or machine/computer error the number of items actually produced may be 10% over or under the number specified in the Order ("a Discrepancy"). Where a Discrepancy occurs, the printer will adjust the amount charged to "the Customer" for the Order on a pro rata amount to reflect the actual number of items produced.

8. "The Customer" hereby gives "the Company" authority to make enquiries as to the credit and financial responsibilities of "The Customer" and/or the Directors and/or Shareholders in order to suitably qualify "The Customer's" capacity to incur debt and repay any amounts to "the Company". These enquiries shall include but not be limited to obtaining reports from credit reporting agencies and references from current and/or past providers of credit to "The Customer".

9. In accordance with s.18E(8)(c) of the *Privacy Act 1988*, the "Customer" acknowledges that "the Company" has informed it that certain items of personal information about "The Customer" contained in/or relating to "The Customer's" application for credit and permitted to be kept on a credit information file might be disclosed to a credit reporting agency. Furthermore, "The Customer" agrees, in accordance with s.18H(3), s.18K(1)(b), s.18K(1)(c), s.18K(1)(h) and s.18N(1)(b) of the *Privacy Act 1988* that use by "the Company" of the relevant information referred to in those sections may occur for the purpose of assessing "The Customer".

10. This agreement is deemed to have been entered into in the State of Queensland. Any legal action arising out of, or in respect of the contract and/or the interpretation thereof shall be brought only in the State of Queensland. The parties further agree to issue any proceedings in the Sydney registry of the appropriate Court having monetary jurisdiction over the matter.

Acknowledgement I/We the undersigned declare that all information provided to "the Company" true and correct in every particular. I/We the undersigned further acknowledge that I/we have read understand and agree to the above terms and conditions.

COMPANY NAME

TRADING NAME

PRINT NAME

TITLE

SIGNATURE

DATE



DIRECTOR'S GUARANTEE AND INDEMNITY

Deed of Guarantee and Indemnity made this day of 20.....("the Deed")

BETWEEN:

- (1) (insert name of Guarantor) OF.....
(insert home address of Guarantor) Hereinafter referred to as "The Guarantor"
AND
..... (insert name of Guarantor) OF.....
(insert home address of Guarantor) Hereinafter referred to as "The Guarantor"
AND
..... (insert name of Guarantor) OF.....
(insert home address of Guarantor) Hereinafter referred to as "The Guarantor"
AND
(2) Indigo Fresh Pty Ltd (ABN 45 123 405 881) trading as "QLD Trade Print" (BN20307457) ("the Company").

The Parties agree and declare as follows:

1) DEFINITIONS

- a) "The Customer" shall mean any person, firm, corporation, government, semi-government or local government department or authority, its successor's, assignee's, trustee's, administrator's or liquidator's, which engages "the Company"; and
- b) "The Parties" shall mean each and every "Guarantor" and "the Company".

2) GUARANTEE

a) Guaranteed Monies

In consideration of "The Company" agreeing, at the request of "The Guarantor", to provide or continue to provide credit and/or goods and services from time to time to or for "The Customer", "The Guarantor" unconditionally and irrevocably guarantees to "The Company" the due and punctual payment of:

- i) All monies due and payable or from time to time that become due and payable to "The Company" under or in connection with the provision of credit and/or goods and services;
- ii) All other monies which "The Customer" either jointly or severally with any other person now or from time to time is or becomes actually or contingently liable to pay to "The Company" under this Deed and any other agreement, security or negotiable or other instrument or as a result of any matter or thing; and

iii) Any GST, tax, duty or levy that may be due and payable or from time to time that become due and payable by "The Company" under or in connection with the provision of credit and/or goods and services.

b) Result of Non Payment

If "The Customer" defaults in the due and punctual payment of the Guaranteed Monies or in any part of them, "The Guarantor" shall pay those monies, together with all costs and expenses (including but not limited to debt recovery and legal expenses, including commission charged by debt recovery agents and solicitors' costs) on demand on a full indemnity basis. "The Guarantor" hereby charges its interest in any and all land registered in its name as security for payment of monies owing pursuant to this agreement to "the Company".

c) Demand

Any demand to be made upon "The Guarantor" or "The Customer" shall be deemed to be duly made if in writing and signed for on behalf of "The Company" by any duly authorised office or legal representative of "The Company" from time to time.

d) Continuing Guarantee

This Deed is a continuing guarantee for the whole of the Guaranteed Monies and all other money payable under this Deed, and shall not be considered as satisfied by any intermediate payment or satisfaction of all or

any part of the Guaranteed Monies; and

3) GUARANTOR'S OBLIGATIONS

- a) "The Guarantor's" obligations:
 - i) Are principal obligations and not ancillary or collateral to any other obligation; and
 - ii) May be enforced against "The Guarantor" without "The Company" being required to exhaust any remedy it may have against the "The Customer" or to enforce any security it may hold with respect to the Guaranteed monies.
- b) The liability of "The Guarantor" is absolute and unconditional and is not affected by anything which might operate to exonerate it from any of its obligations.

4) SUSPENSION OF GUARANTOR'S RIGHTS

- a) Until the Guaranteed Monies and all other monies payable under this Deed have been irrevocably paid and discharged in full, "The Guarantor" may not:
 - i) Share in any security or guarantee held or money received by "The Company" in respect of the Guaranteed Monies or stand in the place of "The Company" in respect of any such security or guarantee or right to receive money;
 - ii) Take any measures to enforce a right or claim against the "The Customer" in respect of any money paid to "The Company" under this Deed; or



iii) Have or exercise any rights as surety in competition with "The Company".

5) INDEMNITY

a) For the consideration mentioned in Clause 1(a), "The Guarantor" unconditionally indemnifies "The Company" against any loss it may suffer as a result of:

i) The Guaranteed Monies, in whole or part, are not recovered from "The Customer" or having been recovered are repaid and restored;

ii) "The Customer" failing to carry out its obligations under any agreement it has entered into with "The Company".

b) "The Guarantor" shall pay to "The Company" on demand a sum equal to any loss in respect of which it indemnifies "The Company" under this clause, including any of the Guaranteed Monies (or any of the monies which, if recoverable would have formed part of the Guaranteed Monies) which are not or may not be recoverable.

6) INTEREST ON OVERDUE AMOUNTS

a) "The Guarantor" shall, on demand by "The Company", pay interest on any of the Guaranteed Monies which are due and payable by it and unpaid (including interest payable under this clause).

b) Interest under Clause 5(a) above will accrue from day to day from the due date for payment up to the date of actual payment, before and (as a separate and independent obligation) after judgment, at the same rate and in the same currency as interest is liable to be paid on the relevant amount of the Guaranteed Monies.

7) JOINT AND SEVERAL LIABILITY

a) If two or more persons are "The Guarantor":

i) References to "The Guarantor" are references to them separately and jointly;

ii) The promises by them in this Deed bind all of them together as well as bind each of them separately;

iii) The fact that one person is released from their obligations does not mean that any other person is also released.

8) COSTS

"The Guarantor" indemnifies "The Company" against, and shall pay "The Company" on demand the amount of all losses, liabilities, costs and expenses (including but not limited to debt recovery and legal expenses, including commission charged by debt recovery agents and solicitors' costs on a full indemnity basis,) and all fees or other duties or

charges levied by any Government agency in connection with;

a) The enforcement or attempted enforcement or preservation of any rights under this Deed; or

b) Any amendment to, or any consent, approval, waiver, release or discharge of or under this Deed.

9) LAW AND JURISDICTION

This agreement is deemed to have been entered into in the State of New South Wales. Any legal action arising out of, or in respect of the contract and/or the interpretation thereof shall be brought only in the State of New South Wales. The parties further agree to issue any proceedings in the Sydney registry of the appropriate Court having monetary jurisdiction over the matter.

10) ASSIGNMENT

"The Company" may assign or transfer any or all of its rights and obligations under this Deed without the consent of "The Guarantor".

11) EXECUTION This Deed is binding on "The Guarantor" whether or not it is executed by "The Company" or any other person or body corporate named as "The Guarantor".

1) SIGNED BY:

(Signature).....
(Date)/...../.....
(Print Full Name)
GUARANTOR (Witness Name)
(Date)/...../.....
(Address).....
(Signature).....

3) SIGNED BY:

(Signature)
(Date)/...../.....
(Print Full Name)
GUARANTOR (Witness Name)
(Date)/...../.....
(Address).....
(Signature).....

2) SIGNED BY:

(Signature)
(Date)/...../.....
(Print Full Name)
GUARANTOR (Witness Name)
(Date)/...../.....
(Address).....
(Signature).....

4) SIGNED BY:

(Signature)
(Date)/...../.....
(Print Full Name)
COMPANY (Witness Name)
(Date)/...../.....
(Address).....
(Signature).....