

7 DAY CREDIT ACCOUNT APPLICATION + TERMS AND CONDITIONS OF TRADE



- This application must be returned prior to your first order to receive delivery.
- Please complete and return pages 1 and 2 of this form to sales@tppcompany.com.au
- Please keep the Terms and Conditions of Trade for your reference.

APPLICANT

Registered Business Name _____

Trading Name(s) _____ ABN _____ ACN _____

Registered Business Address _____

Business Type Sole Trader Partnership Company (Pty Ltd) Trust Other _____

Principle Business Activity _____ No. of Years Trading _____

BILLING

Billing Address _____

Contact Name _____ Position _____

Phone _____ Email _____

Accounts Payable Contact Name _____

Accounts Payable Phone _____ Email _____

DELIVERY

Delivery Address _____

Contact Name _____ Phone _____

Delivery Hours _____ Email _____

Delivery Instructions _____

DIRECTORS/PRINCIPALS (IF A COMPANY, PROVIDE TWO)

1. Full Name _____

Residential Address _____

Phone _____ Email _____

D.O.B. (dd/mm/yyyy) _____ Driver's License No. _____ State of Issue _____

Have you ever been bankrupt, or been an owner/director of a business that was liquidated? Yes No

2. Full Name _____

Residential Address _____

Phone _____ Email _____

D.O.B. (dd/mm/yyyy) _____ Driver's License No. _____ State of Issue _____

Have you ever been bankrupt, or been an owner/director of a business that was liquidated? Yes No

TRADE REFERENCES

Please list the names of at least three companies who you have traded with for a minimum of 12 months and who is happy for us to contact as a trade reference.

1. Company Name _____ Contact Name _____
Phone _____ Email _____
Address _____

2. Company Name _____ Contact Name _____
Phone _____ Email _____
Address _____

3. Company Name _____ Contact Name _____
Phone _____ Email _____
Address _____

AUTHORISATION — *Must be signed by a Director, Principal, Partner or authorised Manager*

I, the undersigned, hereby apply for credit with The Paper Pack Company and certify that the information provided in this application is true and correct.

I acknowledge that I have received, read and agree to be bound by the **Terms and Conditions of Trade**, which may be amended by The Paper Pack Company from time to time.

I understand that payment is **strictly due within 7 days** from the invoice date and that failure to pay within this period may result in the account being placed on hold and further deliveries withheld until payment is received.

I authorise The Paper Pack Company to:

- Obtain and retain any information necessary to assess this application or manage the account;
- Make enquiries with trade references, credit reporting agencies and financial institutions; and
- Disclose credit information to third parties for the purpose of credit assessment, account administration or debt recovery.

I confirm that I am duly authorised to sign this application on behalf of the Applicant and will ensure that relevant staff are made aware of the Terms and Conditions of Trade.

Print Name _____ Position _____

Signature  _____ Date _____

Privacy Declaration: The information in this form is collected to assess your credit application. If not provided, the application may not be processed. Information may be shared with credit agencies, trade referees, legal or collection agents for this purpose. All information will be securely stored by The Paper Pack Company in accordance with the Privacy Act 1988.

FOR THE PAPER PACK COMPANY USE ONLY

Authorised by _____ Sales Person _____

Credit Limit _____ Account Number _____ Date _____

TERMS AND CONDITIONS OF TRADE



1. DEFINITIONS

- 1.1 The Supplier is The Paper Pack Company Pty Ltd ACN 624 517 531 of 94 Foundation Rd, Truganina VIC 3029.
- 1.2 The Customer is the party or any person acting on behalf of and with the authority of the Customer that the Order is provided for.
- 1.3 The Guarantor is the person(s), or entity, who agrees to be liable for the debts of the Customer.
- 1.4 The Order shall be defined as any request for the provision of Goods or Services by the Customer with the Supplier which has been accepted by the Supplier.
- 1.5 The Goods are all products, materials and items supplied or produced by the Supplier, including but not limited to foodservice packaging, plain or custom printed products, paper and cardboard items, disposable consumables, cleaning and hospitality supplies, or any other goods sourced, manufactured or provided by the Supplier to the Customer.
- 1.6 The Services are all the preparation and supply of Goods (except the delivery thereof), done by the Supplier, including any advice or recommendations.
- 1.7 The Price is the amount invoiced for Goods and Services supplied by the Supplier.
- 1.8 Indirect, Special or Consequential loss or damage includes i) any loss of income profit or business; ii) any loss of good will or reputation; iii) any loss of value of intellectual property.
- 1.9 Invoices include invoices for Goods and/or Services supplied and/or provided (except delivery services).
- 1.10 Major failure is Goods and/or Services that are unsafe and/or substantially unfit for normal purpose and cannot reasonably be made fit within a reasonable time.

2. GENERAL

- 2.1 These Terms and Conditions together with the Supplier's written or verbal quotation and the Supplier's Credit Application Form form this Agreement.
- 2.2 Any Order requested by the Customer is deemed to be an Order incorporating these Terms and Conditions notwithstanding any inconsistencies which may be introduced in the Customer Order or acceptance unless expressly agreed to by the Supplier in writing. In the event that any inconsistency exists and/or arises, it is acknowledged between the parties that these Terms and Conditions will prevail.
- 2.3 No subsequent correspondence or document or discussion shall modify or otherwise vary these Terms and Conditions unless such variation is in writing and signed by the Supplier.
- 2.4 The Terms and Conditions are binding on the Customer, his heirs, assignees, executors, trustees, guarantors and where applicable, any liquidator, receiver or administrator.
- 2.5 In these Terms and Conditions, the singular shall include the plural, the masculine shall include feminine and neuter and words importing persons shall apply to corporations.
- 2.6 Where more than one Customer completes this agreement each shall be liable jointly and severally.
- 2.7 If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired and the offending provision shall be deemed as severed from these Terms and Conditions.
- 2.8 The Supplier may license or sub-contract all or any part of its rights and obligations without the Customer's consent but the Supplier acknowledges that it remains at all times liable to the Customer.
- 2.9 The failure by the Supplier to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that

provision, nor shall it affect the Supplier's right to subsequently enforce that provision.

- 2.10 The Customer acknowledges that the Supplier may detail these Terms and Conditions on its website. In this event, the Terms and Conditions on the Supplier's website shall apply to any future dealings as between the parties and the Customer is deemed to have notice of any such Terms and Conditions and/or amendments.
- 2.11 Any communication, approval, order or notice given by the Supplier or the Customer by email, electronic message, online portal or other recognised digital means shall be deemed to be in writing and valid for the purposes of this Agreement. Orders, artwork approvals or delivery instructions confirmed electronically by the Customer shall be binding without the requirement for a physical signature. Failure to receive an email or message due to spam filtering or inbox management shall not invalidate the notice, provided it was sent to the last known contact provided by the Customer.
- 2.12 The Customer agrees that all pricing, quotations and trade terms provided by the Supplier are confidential and must not be disclosed to any third party without the Supplier's prior written consent.

3. PLACEMENT OF ORDERS

- 3.1 Orders placed verbally, by email, purchase order, online portal or any approved ordering method shall be deemed valid and binding once accepted by the Supplier.
- 3.2 Any written Quotation given by the Supplier shall expire fourteen (14) days after the date of the written quotation.
- 3.3 All prices are based on taxes and statutory charges current at the time of the price list. Should these vary during the period from the date of the Price list to the date of the invoice, the difference will become the responsibility of the Customer and the Customer will be invoiced for the extra charge by the Supplier.
- 3.4 Once an Order has been placed and accepted by the Supplier, including by email, online portal, purchase order or verbal confirmation, the Order shall be binding on the Customer. Custom or printed Orders cannot be cancelled after production or procurement has commenced, and the Customer shall be liable for all costs incurred, including materials, stock, artwork, setup and production.

4. PRICE

- 4.1 At the Supplier's sole discretion the Price shall be either:
 - 4.1.1 As detailed on invoices provided by the Supplier to the Customer in respect of Goods and/or Services supplied; or
 - 4.1.2 The Supplier's quoted Price as for the Order (subject to clause 4.2)
- 4.2 The Supplier reserves the right to change the Price in the event of any variation to the Order, provided written notice is given within a reasonable time.
- 4.3 The Supplier reserves the right to vary the Price at any time due to increases in the cost of materials, freight, labour or any other factors beyond the Supplier's control. Where such variation occurs after a quotation but before delivery, the revised Price shall apply and the Customer shall not be entitled to cancel the Order by reason of such increase.

5. SUPPLY AND DELIVERY OF GOODS AND SERVICES

- 5.1 The Supplier reserves their right to:
 - 5.1.1 Decline requests for any Goods and/or Services requested by the Customer.
 - 5.1.2 Cancel or postpone goods and services orders at their discretion.

- 5.2 Delivery of the Goods shall be deemed to take place when the Goods are collected by the Customer, delivered to the Customer by the Supplier, or delivered by the Supplier's nominated carrier.
- 5.3 If the Customer fails to make all arrangements necessary to take delivery of the Goods, the Customer shall, at the discretion of the Supplier, be liable for a \$50.00 Non Delivery Fee and the Supplier shall be entitled, also at its discretion, to charge a reasonable fee for redelivery and pass on any other expenses incurred.
- 5.4 Unless specified by the Supplier to the contrary in the Order, the Supplier does not warrant that it will be capable of providing the Goods at specific times requested by the Customer during the term of this agreement.
- 5.5 Subject to otherwise complying with its obligations under this agreement, the Supplier shall exercise its independent discretion as to its most appropriate and effective manner of providing the Goods and of satisfying the Customer's expectations of those Goods.
- 5.6 In the discharge of its duties, the Supplier shall comply with all reasonable resolutions, regulations and directions of the Customer that may lawfully be given from time to time as to the nature and scope of the Goods to be provided.
- 5.7 Nothing in the above clause shall affect the Supplier's right to exercise its own judgment and to utilise its skills as it considers most appropriate in order to achieve compliance with the said resolutions, regulations and directions or otherwise with its obligations under this agreement.
- 5.8 The Supplier may agree to provide, on request from the Customer, additional Goods not included or specifically excluded in the Order. In this event, the Supplier shall be entitled to make an additional charge. Additional Goods includes, but is not limited to, alterations, amendments, and any additional visits by the Supplier after provision of the Goods at the request of the Customer.
- 5.9 The Customer is responsible for ensuring that the Goods are secured at the Premises and warrants to be responsible for any loss, damage or theft of the Goods delivered by the Supplier to the Premises.
- 5.10 Delivery times are estimates only and may be affected by freight delays, customs clearance, shipping disruptions or events beyond the Supplier's control. The Supplier shall not be liable for any loss, cost or delay arising from late delivery or non-delivery due to such causes.
- 6. STORAGE**
- 6.1 The Supplier may hold plain or customised Goods, whether printed or non-printed, on behalf of the Customer.
- 6.2 The Supplier will hold such Goods for a maximum period of twelve (12) months from the date of order, unless the Goods are being actively drawn down or replenished by the Customer during that period.
- 6.3 After the twelve (12) month holding period has expired, a storage fee of \$1.00 per day per item will apply until the Goods are collected or delivered.
- 6.4 If the Customer fails to arrange delivery or collection within a reasonable time after the holding period, the Supplier may, at its sole discretion, dispose of, recycle or otherwise deal with the remaining Goods without further notice or consent.
- 6.5 Disposal of Goods under this clause does not release the Customer from its obligation to pay in full for the Goods and any accrued storage fees.
- 6.6 Any Goods held beyond the initial twelve (12) month period shall be held entirely at the Customer's risk. The Supplier shall not be liable for any deterioration, damage, fading, warping or loss arising from extended storage, handling or environmental conditions.
- 7. ACCESS**
- 7.1 The Customer shall, where relevant, ensure the Supplier has full, safe, and unfettered access to the Premises for the purposes of delivery of the Goods.
- 7.2 The Customer will be charged an additional fee if the Supplier is unable to deliver the Goods.
- 7.3 Where the Customer provides any access device including keys, passcodes, alarm codes or remote entry for the purpose of delivery, the Supplier accepts no responsibility for security of the Premises other than reasonable care during delivery. Any loss, theft, alarm activation, security call-out or claim arising after delivery shall remain the sole responsibility of the Customer.
- 7.4 The Customer is responsible for providing a safe and hazard-free environment for delivery. The Supplier and its employees or agents shall not be liable for any injury, loss or damage arising from unsafe access ways, obstacles, spillages, unsecured goods, uneven surfaces or any condition present at the delivery location. The Customer indemnifies the Supplier against any claim, cost or liability arising from such site conditions.
- 8. PAYMENT AND CREDIT POLICY**
- 8.1 Any reference to Customer shall include all Customers, unless it refers to a specific group of Customers.
- 8.2 For credit purposes, the two main groups of Customers are non-Account Customers and Account Customers.
- 8.3 The Supplier may require a deposit or upfront payment for bulk, customised, international or special-order Goods before commencing production or procurement. The amount and timing of such payment will be advised at the time of Order. Production, shipping or delivery will not proceed until the required payment has been received in cleared funds.
- 8.4 Any deposit or upfront payment is non-refundable once production or procurement has commenced, and will be applied against all costs incurred by the Supplier.
- Non-Account Customers**
- 8.5 The Customer must make full payment of the Price prior to delivery of the Goods via Credit Card and upon completion of any Services agreed.
- Account Customers**
- 8.6 Account customers must make full payment of the Price within seven (7) days from the date of the invoice(s) for the Goods and/or Services.
- Credit**
- 8.7 Credit will only be granted at the sole discretion of the Supplier and upon submission of a completed Supplier Credit Application Form.
- 8.8 Any credit granted may be revised by the Supplier at any time and at its discretion.
- 8.9 The Supplier reserves the right to withdraw any credit facility upon any breach by the Customer of these Terms and Conditions or upon the Customer ceasing to trade and/or being subject to any legal proceedings and/or the Customer committing an act of insolvency.
- 8.10 Failure to pay within the agreed terms may result in the Customer's account being placed on hold without notice, and no further Goods will be delivered until all overdue amounts are paid in full.
- 9. GOODS AND SERVICES TAX**
- 9.1 GST refers to the Goods and Services Tax under the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and terms used herein have the meanings contained within the GST Act.
- 9.2 It is hereby agreed between the Customer and the Supplier that the consideration for the Supplier expressed in this agreement is exclusive of the Supplier's liability of GST.
- 9.3 On sale:
- 9.3.1 The Customer will pay to the Supplier, in addition to the total purchase Price, the amount payable by the Supplier of GST on the taxable supply made by the Supplier under this agreement;
- 9.3.2 The Supplier shall deliver to the Customer a Tax Invoice for the supply in a form which complies with the GST Act and Regulations.

10. PAYMENT FAILURE AND REVERSAL

- 10.1 If any payment made by the Customer, including cheque, EFT, credit card or direct debit, is declined, reversed, dishonoured or recalled for any reason, the Supplier may suspend further supply until full payment is received, including any bank fees or charges incurred.
- 10.2 The Supplier may treat such failure as a repudiation of this agreement and may terminate or enforce payment of all outstanding amounts immediately.
- 10.3 The Customer shall be liable for any fees, charges or costs incurred by the Supplier as a result of failed or reversed payments, including legal or recovery costs on an indemnity basis.

11. DEFAULT

- 11.1 Invoices issued by the Supplier shall be due and payable prior to delivery of the Goods and/or completion of the Services for non-Account Customers, within seven (7) days from the date of the invoice for Account Customers ("Default Dates") depending on terms agreed with the Supplier. Without prejudice to any other rights of the Supplier, the Customer may be charged account keeping fees of \$50.00 calculated monthly on any payment in arrears.
- 11.2 If the Supplier does not receive the Outstanding Balance for the Goods on or before the Default Date, the Supplier may, without prejudice to any other remedy it may have, forward the Customer's outstanding account to a debt collection agency for further action. The Customer acknowledges and agrees that:
- 11.2.1 After the Default Date, the Outstanding Balance shall include, but not limited to, all applicable fees and charges under this Agreement;
- 11.2.2 The Supplier may, in its discretion, calculate interest at the rate of two percent (2%) higher than the rate being fixed from time to time under Section 2 of the Penalty Interest Rates Act 1983 (Vic.) for all monies due by the Customer to the Supplier.
- 11.2.3 In the event of the Customer being in default of the obligation to pay and the overdue account is then referred to a debt collection and/or law firm for collection and the agency charges commission on a contingency basis, the Customer shall be liable to pay as a liquidated debt, the commission payable by the Supplier to the agency, fixed at the rate charged by the agency from time to time as if the agency has achieved one hundred per cent recovery and the following formula shall apply:
- $$\text{Added Commission} = \text{Original Debt} \times 100 \div [100 - \text{Commission \% charged by the agency (including GST)}]$$
- 11.2.4 In the event where the Supplier or the Supplier's agency refers the overdue account to a lawyer, the Customer shall also pay as a liquidated debt the charges reasonably made or claimed by the lawyer on the indemnity basis.

12. RISK AND LIABILITY

- 12.1 The Customer will ensure when placing Orders that there is sufficient information to enable the Supplier to execute the Order.
- 12.2 The risk in the Goods passes from the Supplier to the Customer at the time of delivery of the Goods.
- 12.3 The Customer accepts the risks in relation to the Goods when the Goods are passed on to the Customer's care and/or control or premises.
- 12.4 The Customer is responsible for ensuring that the Supplier is made aware of any special requirements pertaining to the Order and that the Supplier relies upon the integrity of the information supplied to it.
- 12.5 The Supplier takes no responsibility and will not be liable for any damages or costs resulting in the quantity of the Goods delivered as a result of insufficient information provided by the Customer.

- 12.6 The Supplier takes no responsibility for representations made in relation to the Goods or any delay in the delivery of the Goods made by a third party or third party manufacturer.
- 12.7 The Supplier shall not be liable for any delay, failure or inability to supply the Goods or perform its obligations due to any cause beyond its reasonable control, including but not limited to fire, flood, pandemic, epidemic, disease outbreak, government restriction, labour dispute, strike, transport disruption, manufacturing shutdown, raw material shortage or supplier failure. In such circumstances, delivery times shall be extended and the Supplier shall not be liable for any loss, damage, penalty or claim arising from such delay or non-performance.
- 12.8 The Supplier does not represent that it will carry out any Services and/or provide and/or deliver any Goods unless it is included in the Quote/Order.
- 12.9 To the maximum extent permitted by law, the Supplier shall not be liable for any indirect, consequential or special loss, including but not limited to loss of profit, revenue, opportunity, goodwill or business interruption, arising out of the supply or failure to supply the Goods, whether in contract, tort or otherwise.
- 12.10 Title to the Goods shall not pass to the Customer until full payment has been received by the Supplier. Until such payment is made, the Supplier retains ownership and may enter the Customer's premises to recover the Goods if necessary. The Customer shall hold the Goods as bailee and must keep them separate and identifiable.

13. ARTWORK AND CUSTOMISED PRODUCTS

Artwork Ownership and Usage Rights

- 13.1 Unless separately quoted, all artwork, designs, layouts, branding and intellectual property created, provided or modified by the Supplier in connection with any Goods remain the property of the Supplier. Such artwork is provided free of charge solely for use on Goods produced by the Supplier and is not included in the sale of those Goods.

Third Party Use and Artwork Release

- 13.2 Any artwork or proof supplied by the Supplier to the Customer is provided solely for the purpose of supplying Goods by the Supplier or its nominated manufacturers, and shall not be used, reproduced or provided to any third party without the prior written consent of the Supplier. The Supplier reserves the right to charge an Artwork Release Fee where such use is requested.

Artwork Approval and Customer Responsibility

- 13.3 The Customer must approve all artwork, proofs or print layouts in writing prior to production. Once approved, the Supplier shall not be liable for any errors, omissions, spelling, formatting or design issues not corrected by the Customer.

Colour Variation and Print Tolerance

- 13.4 The Customer acknowledges that colour variation, including lightness or darkness, may occur between proofs, screens, digital representations and final printed Goods due to manufacturing and printing processes. Exact colour matching is not guaranteed, and reasonable variations within industry tolerance shall not constitute a defect or grounds for rejection, credit or claim.

Manufacturer Adjustments

- 13.5 Where required for technical, production or quality reasons, the Supplier or its manufacturer may make minor adjustments to artwork, layout, scale or positioning to achieve the best possible finished result, provided the overall design remains a reasonable representation of the approved proof.

Artwork Changes and Reprint Costs

- 13.6 Any changes, alterations or re-submissions of artwork requested by the Customer after approval shall be treated as a variation and may incur additional artwork, setup, plate or reprinting costs payable by the Customer.

Material Variation and Substitution

- 13.7 The Customer acknowledges that substrate materials used in the production of Goods, including but not limited to paper, paperboard, corrugated board, films and laminates, may vary in thickness, weight, finish or grade from samples or quotations due to manufacturer availability or production requirements. Where possible, the Supplier will endeavour to notify the Customer of any material substitutions; however, the Supplier reserves the right to use an equivalent or higher-grade material without prior approval, provided the functionality of the Goods is not materially compromised. Such variations shall not constitute a defect or grounds for rejection, delay, credit or claim.

Manufacturing Tolerances

- 13.8 The Customer acknowledges that minor variations may occur during printing, cutting or finishing, including movement in registration, trimming or alignment. Variations within standard commercial tolerance shall not be considered a defect or grounds for rejection, reprint, credit or claim.

Quantity Variation

- 13.8 The Customer acknowledges that custom manufactured or printed Goods may be supplied with a reasonable overrun or underrun, typically up to $\pm 25\%$, due to production processes. The Customer agrees to accept and pay for the actual quantity delivered within such tolerance.

Non-Return and Acceptance of Goods

- 13.7 Custom printed Goods are non-returnable and non-refundable except where the Supplier has failed to produce the Goods in accordance with the final approved proof or specification subject always to acceptable industry tolerances. Reasonable variation in materials used, including substrate weight, thickness, finish or grade, shall not constitute grounds for rejection, credit or claim, where such variation does not materially affect the intended use of the Goods.

14. WARRANTY

- 14.1 The Supplier warrants that the rights and remedies to the Customer in this Agreement for warranty against defects are in addition to other rights and remedies of the Customer under any applicable Law in relation to the goods and services to which the warranty relates.

Warranty for Goods

- 14.2 The Supplier warrants that if any defect in any Goods provided by the Supplier becomes apparent and is reported to the Supplier by 4pm on the day the Goods/Services were supplied (time being of the essence) then the Supplier will (at the Supplier's sole discretion) provide a credit on the price of the Goods to the Customer.
- 14.3 The Supplier will use its best endeavours to assist the Customer with any claim with respect of the Goods.

The Supplier warrants

- 14.4 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Goods repaired or replaced if the Goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 14.5 The Customer acknowledges that additional costs incurred, such as labour and/or freight, must be borne by the Customer.
- 14.6 Any warranty is conditional upon the Goods being stored in suitable conditions, including protection from moisture, heat, direct sunlight and contamination. The Supplier accepts no liability for deterioration or defects arising from improper or prolonged storage.

Claims made under Warranty

- 14.7 Subject to clause 14.2 and 14.5 of this Agreement, claims for warranty should be made in one of the following ways:
- 14.7.1 The Customer must send the claim in writing together with proof of purchase to the Supplier's business address stated in clause 2.1 of this Agreement;

- 14.7.2 The Customer must email the claim together with the proof of purchase to the Supplier at:
sales@tppcompany.com.au;

- 14.7.3 The Customer must contact the Supplier on the Supplier's business number on (03) 9311 3206.

- 14.8 Goods where a claim is made are to be returned to the Supplier the next day or are to be left in the state and conditions in which they were delivered until such time as the Supplier or its Agent has inspected the Goods. Such inspection is to be carried out within a reasonable time after notification.
- 14.9 No claims for shortage, damage or defect will be accepted unless made in writing within seven (7) days of delivery. After this period, the Goods shall be deemed to have been accepted by the Customer.

15. TERMINATION AND CANCELLATION

Cancellation by the Supplier

- 15.1 The Supplier may cancel any Order to which these Terms and Conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice the Supplier shall repay to the Customer any sums paid in respect of the Price. The Supplier shall not be liable for any loss or damage or consequential loss or damage whatever arising from such cancellation.
- 15.2 Without prejudice to the Supplier's other remedies at law, the Supplier shall be entitled to cancel all or any part of any Order of the Customer which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable in the event that:
- 15.2.1 Any money payable to the Supplier becomes overdue and after a request for payment in writing has been made; or
- 15.2.2 The Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- 15.2.3 A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer or any judgment is taken out against the Customer and remains unpaid for more than seven (7) days.

Cancellation by Customer

- 15.3 Any Order cannot be cancelled by the Customer unless expressly agreed to by the Supplier in writing according to the notice period specified in the Credit Application.
- 15.4 In the event that the Customer refuses receipt of delivery of the Goods the Customer shall be liable for any loss incurred by the Supplier (including, but not limited to, any loss of profits) up to the time of cancellation.
- 15.5 If the Customer places an Order with the Supplier and the Supplier places an Order with a third party Supplier to meet the Customer's request, the Customer shall be liable for the Price of the Goods ordered if the Customer cancels the Order and the Goods have already been ordered or dispatched.

Limitation of damage

- 15.6 The Customer acknowledges that in the event of any breach of this Agreement/Order by the Supplier including indirect, special or consequential loss, the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Price.

Restocking Fee – Discretionary Returns

- 15.7 Any return of non-defective or non-custom Goods accepted at the Supplier's discretion may incur a restocking fee of 15% of the invoice value, plus any freight or handling charges. Custom printed or made-to-order Goods are non-returnable.

16. SET-OFF

- 16.1 The Customer shall have no right of set-off in any suit, claim or proceeding brought by the Supplier against the Customer for default in payment.

16.2 The Customer acknowledges that the Supplier can produce this clause in bar of any proceeding for set-off.

17. INSURANCE

17.1 The Customer is responsible to effect whatever insurance cover they require at their own expense.

18. AGREED USE

18.1 The Customer acknowledges that the Customer may forfeit any rights, if any, he may have against the Supplier if the Goods are applied for any other use to which the Goods are not intended.

18.2 The Customer further acknowledges sole responsibility for any damage or injury to property or person caused by using the Goods in any way, which the Customer may forfeit their rights against the Supplier.

18.3 The Customer acknowledges that they have not relied on any representation or warranty from the Supplier with respect to the merchantable quality, description, or quality of the Goods.

19. JURISDICTION

19.1 This agreement is deemed to be made in the State of Victoria and all disputes hereunder shall be determined by the appropriate courts of Victoria, Australia.

20. PRIVACY

20.1 The Customer and/or the Guarantor/s agrees:

20.1.1 For the Supplier to obtain from a credit reporting agency a credit report containing personal credit information about the Customer and Guarantor/s in relation to credit provided by the Supplier.

20.1.2 That the Supplier may exchange information about the Customer and the Guarantor/s with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency.

20.1.3 The Customer consents to the Supplier obtaining information for the purpose of credit management and overdue payment collection, in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

20.2 In addition to credit reporting purposes, the Customer acknowledges that the Supplier may collect, use and store personal or business information for the purposes of processing Orders, supplying Goods, administering accounts, arranging delivery and managing commercial relationships.

20.3 The Customer agrees that such information may be disclosed to third parties directly involved in the supply of Goods or credit, including but not limited to delivery contractors, manufacturing partners, legal or recovery agents, trade references and credit rating agencies.

20.4 All personal information is managed in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. The Customer may request access to, or correction of, their personal information at any time.

20.5 By placing an Order, applying for credit or continuing to trade with the Supplier, the Customer consents to the collection, use and disclosure of information as outlined in this clause.

21. ENTIRE AGREEMENT

21.1 The conditions set out in this agreement constitute the whole agreement made between the Customer and the Supplier.

21.2 The Supplier may amend these Terms and Conditions from time to time by notice in writing, publication on its website or by attachment to any invoice. Continued placing of orders or acceptance of Goods after such notice shall constitute acceptance of the amended Terms.

21.3 All prior discussions and negotiations are merged within this document and the Supplier expressly waives all prior representations made by him or on his behalf that are in conflict with any clauses in this document in any way.

21.4 Nothing in these Terms and Conditions are intended to have the effect of contravening any applicable provisions of the Competition and Consumer Act 2010 or the Fair Trading Acts in each of the States and Territories of Australia.