



**THE INNOVATIVE WAY OF DISPLAYING YOUR PRODUCTS**  
**POS | POP | DISPLAY ACCESSORIES | PRODUCT MERCHANDISING**

Hang and Display Pty Ltd  
 Unit 1 / 134 Beaconsfield Street  
 REVESBY, NSW, 2212  
 Australia  
 Ph. 02 9772 2800  
 Fax. 02 9772 2855  
 Email. sales@hanganddisplay.com.au  
 Web. www.hanganddisplay.com.au  
 ABN 82 103 536 358

We thank you for the request to open a 30 day account with us. We look forward to a long and successful business relationship with you.

BUSINESS NAME (COMPANY)..... ABN.....

REGISTERED POSTAL ADDRESS.....

BUSINESS NAME (PARTNERSHIP OR SOLE TRADER)..... PHONE.....

FAX.....

REGISTERED BUSINESS ADDRESS.....

CONTACT PERSON..... YEARS ESTABLISHED.....

( current owner )

DIRECTORS PARTICULARS:

(1) NAME:..... DATE OF BIRTH.....

ADDRESS..... PHONE.....

(2) NAME..... DATE OF BIRTH.....

ADDRESS..... PHONE.....

(3) NAME..... DATE OF BIRTH.....

ADDRESS..... PHONE.....

AMOUNT OF CREDIT LIMIT BEING REQUESTED.....

(Please note: amount should not exceed the liability that your business can commit itself to)

REFERENCES:

BANK NAME AND ADDRESS.....

NAME AND ADDRESS:

1) ..... FAX:.....

2) ..... FAX.....

3) ..... FAX.....

According to Privacy Act 1988 [Section 18K (1) (B)], Hang & Display Pty Ltd considers it relevant to assessing my/our application for commercial credit, I/we agree to Hang & Display Pty Ltd obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Hang & Display Pty Ltd.

According to Privacy Act 1988 [Section 18K (1) (B)], I/we agree to Hang & Display Pty Ltd obtaining personal information about me/us from other credit providers, whose names I/we may have provided Hang & Display Pty Ltd or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit.

- I declare that:
- (1) I am a person authorised to sign this application on behalf of this business.
  - (2) The above information is to the best of my knowledge correct.
  - (3) I agree to abide by the terms and conditions of sale (as on the reverse of this application)

Signed:..... Date:.....

Print Name.....

Signed:..... Date:.....

Print Name.....

## GENERAL TERMS AND CONDITIONS

All goods supplied by Hang & Display Pty Ltd (hereinafter called "the Company") are supplied in accordance with these terms and conditions.

1 These terms and conditions including the terms and conditions overleaf constitute a complete and exclusive statement of the agreements and understandings between the Company and the Purchaser with respect to the subject matter hereof, notwithstanding any conditions to a contrary effect which may be expressed in any of the Company's documents and supersedes all prior arrangements, written or oral. All additions and modifications to these terms and conditions of sale shall be in writing and shall be signed by both parties and attached hereto as "the Schedule".

In these conditions "Purchaser" is the person or company who or which is purchasing the goods subject to this quotation, order or contract.

- 2 By acceptance of deliveries made in pursuance of any purchase order placed upon the Company, the Purchaser accepts the terms and conditions contained herein. The Company's failure to object to any term or condition contained in any communication from the purchaser shall not be deemed to be a waiver of these terms and conditions.
  - 3 The purchaser acknowledges that printed material supplied by the Company is manufactured from materials supplied by other manufacturers. As such, the Company has no control over the quality and suitability of such materials, and it is the responsibility of the purchaser to ensure that materials ordered are thoroughly tested in the conditions that they will be used in to evaluate whether a certain material or material combination is suitable for their use. The Company accepts no responsibility for failures of goods where the Purchaser has requested a particular material or material combination. Samples are available free of charge for testing.
  - 4 The Company warrants that printed material supplied by it shall be free from defects in workmanship and materials. The Company's sole responsibility under this warranty will be to either repair or replace, at the Company's option, any goods which fail because of a defect in material or workmanship or to credit the Purchaser's account with the value of any goods which are defective.
  - 5 Subject to any legislation to the contrary:-
    - (a) Representations and agreements not expressly contained herein shall not be binding upon the company as conditions, warranties or representations.
    - (b) All other conditions warranties and representations on the part of the company whether expressed or implied, are hereby negated and excluded.
    - (c) Any advice or information provided by the Company in relation to goods sold or manufactured by it or their use under specific conditions the life and wear of the goods or their immunity from the possibility of attack by corrosion, pitting, erosion, chemical, electrolytic action, photo fading or otherwise is given in good faith and is believed by the Company to be appropriate and reliable and is based on advice supplied by its suppliers, but is given without liability as to the suitability of the goods for any purpose. The Purchaser should do thorough testing prior to ordering to ensure suitability.
    - (d) The Company shall not be liable for any loss or damage arising from the failure of the goods or from the design or operation thereof or for any advice provided in connection therewith.
    - (e) The Company shall be under no liability to the Purchaser for any loss (including but not limited to loss of profits and consequential loss) or for damage to persons or property or for death or injury caused by any act or omission (including negligent acts or omissions) of the Company, its servants or agents.
  - 6 All promises of delivery are made in good faith in light of conditions and circumstances at the time of ordering. The Company shall not be liable to the Purchaser for any damage, injury or loss (including but not limited to loss of profits or consequential loss) arising out of any delay in or failure to make delivery of goods.
  - 7 Supply of goods is subject to the Company's available schedule. As it may from time to time be impossible to supply any or the exact quantity of goods ordered, the Company reserves the right to reject any order, supply a lesser quantity or up to 10% in excess of the goods ordered, to the Purchaser.
  - 8 No orders or any part of any order shall be cancelled or rescheduled except with the prior written consent of the Company and upon terms that will indemnify the Company against all loss and damage suffered by the Company as a result of such cancellation or rescheduling.
  - 9 The Purchaser shall accept or reject goods supplied hereunder within 10 days from receipt. If the purchaser fails to notify the Company in writing of its rejection and the reasons therefor within such time period, the Purchaser shall be deemed to have accepted the goods.
  - 10 Proof of delivery will not be provided later than one month after statement date. Thereafter all goods will be considered to have been delivered in good order.
  - 11 Returns for any reason cannot be made:-
    - (i) without prior written authorisation of the Company; and
    - (ii) unless accompanied by a delivery docket showing the Company's authorisation reference number.
- The cost of freight for returned goods shall be at the Purchaser's expenses, unless the Company has previously agreed to arrange for the return of the goods by the Company's nominated carriers.
- 12 All prices quoted are based on prices of material and labour rates ruling at the date of quotation. Any variation may be at the Company's option to the Purchaser's account.
  - 13 Where prices are quoted GST free, the Purchaser is responsible for and shall pay the GST.
  - 14 The goods are at the Purchaser's risk from the occurrence of the first time of any of the following events:-
    - (i) the passing of property to Purchaser
    - (ii) the physical delivery of the goods to the Purchaser or to such person or premises as Purchaser directs; and
    - (iii) the physical delivery by the Company to any carrier or any bailee for delivery to the Purchaser.
  - 15 Unless otherwise agreed to in writing by the Company, goods are not insured in transit. If the Purchaser requires cover to be effective on their behalf, full details must be supplied with the order and all resulting charges will be to the Purchaser's account.
  - 16 Unless otherwise agreed to in writing by the Company, the purchase price shall be paid by the Purchaser to the Company in full on delivery or within 30 days of the date of the invoice (depending on terms agreed to by the Company) and the Purchaser shall not be entitled to withhold payment or make any deduction from the purchase price in respect of any set-off or counter claim
  - 17 The Purchaser agrees to pay in full within the agreed terms. Failure to pay within these terms will result in the Company taking action which could result in the Purchaser being liable for additional costs including ( but not limited to) costs incurred by the Company related to recovering the debt and interest at the rate of 7% pa calculated monthly
  - 18 The Purchaser acknowledges that they are in possession of the goods supplied by the Company solely as bailee for the Company until such time as the purchase price thereof has been paid in full to the Company.
  - 19 If the Purchaser fails to pay the purchase price within the specified period in condition 15 or otherwise breaches any of these conditions or becomes insolvent or takes the benefit of bankruptcy laws or being a company enters into liquidation (except for the purpose of solvent amalgamation or reconstruction) the Company shall be entitled, without prejudice to any right hereunder or at law, to enter the Purchaser's premises in which the goods are located and repossess the goods, and, for this purpose, the Purchaser hereby permits the Company to enter those premises without hindrance or obstruction.
  - 20 The contract between the Company and the Purchaser shall be governed by and construed in accordance with the laws of Queensland and by the applicable laws of the Commonwealth Of Australia.
  - 21 The Company will be allowed to inform Credit Reporting Agency any information allowed by the Privacy Act 1988 (Commonwealth)

## **GUARANTEE BY DIRECTORS**

ADDRESS .....POSTCODE.....

1/WE..... OF .....

ADDRESS .....POSTCODE.....

1/WE..... OF .....

ADDRESS .....POSTCODE.....

Hereinafter called "the Guarantors" which expression includes the Guarantor's personal representative(s) in consideration of Hang & Display Pty Ltd hereinafter called "the Company" agreeing to supply or continue to supply

(COMPANY).....

Hereinafter called "the principal Debtor", goods and/or services on credit, hereby agree with the Company as follows;

1. The guarantors hereby jointly and severally guarantee the due payment to the Company of all monies and interest thereon now and/or hereinafter owing by the Principal Debtor to the Company for all such goods and/or services as the Company may from time to time supply or have already supplied to the Principal Debtor.
2. This Guarantee shall be a Continuing Guarantee for all debts whatsoever and whensoever incurred by the Principal Debtor with the Company provided however that if the Guarantors each shall give the Company not less than fourteen (14) days written notice of their desire to be released from the Guarantee and if at the expiration of such period of notice all liabilities of the Principal Debtor to the Company have been discharged, then this Guarantee shall cease to be of effect.
3. As between the Company and the Guarantors this guarantee shall be a principal obligation so that the obligations of the Guarantors are entirely independent of the obligations of the Principal Debtor to the Company.
4. The Company shall be at liberty without notice to the Guarantors at any time and without in any way discharging the Guarantors from liability as Guarantors hereunder to grant time or other indulgence to the Principal Debtor and to accept payment from he Principal Debtor.
5. All payments received by the Company from the Principal Debtor or any liquidation thereof shall be taken and applied by the Company as payments in gross and any right or subrogation to the Company which the Guarantors may have against the Principal Debtor or any Liquidator thereof shall not arise until the Company has received the full amount owing. Any ultimate balance that may remain owing subsequent to the final distribution of the Principal Debtor's assets is and shall remain the liability of the Guarantors.
6. Notices to be served on the Guarantors concerning any matter relating to this Guarantee shall be sufficiently served if posted to the Guarantors by registered mail at their aforesaid personal address. This Guarantee shall be governed by the law of the State of Territory where it is given.
7. Words importing the plural number or the singular number in this Guarantee include the singular number and plural number respectively.

I/We wish to make the application for a Credit Account

DATED THIS .....DAY OF ....., 20.....

SIGNED BY THE GUARANTORS AT .....

SIGNATURE OF GUARANTOR .....

SIGNATURE OF GUARANTOR .....

SIGNATURE OF GUARANTOR .....

IN THE PRESENCE OF

FULL NAME OF WITNESS .....

SIGNATURE OF WITNESS .....