



APPLICATION FOR A CREDIT ACCOUNT

General notes:

1. This application will take between seven and ten working days to process.

2. For the purpose of this document:

"Daniels Printing Craftsmen" and "Daniels" shall mean Nitola Printing Pty Ltd as Trustee for the GJP Printing Trust and Nautilus Holdings Pty Ltd as Trustee for the SM Printing Trust trading as Daniels Printing Craftsmen (Daniels); "Customer" shall mean the company, trust, partnership or sole trader described under Item 3 on page 2 of this form.

"Goods" shall mean, all goods and chattels, and all charges for work and labour done, hire charges, fees, service charges, repairs, materials, insurance charges of whatsoever nature, associated with the supply and manufacture, construction, repair of the goods supplied to the Customer and all the terms and conditions of this agreement shall relate to any charge herein before mentioned imposed by Daniels to the Customer.

3. The Customer agrees that there is no entitlement to any credit facilities until Daniels approves of such credit facilities. The Customer is deemed to have agreed to the credit facilities and the terms and conditions contained herein upon the ordering of goods or services from Daniels. Approval of credit facilities will be given by Daniels by notice in writing, and may specify terms and conditions in addition to those contained herein.

4. The parties agree that in the event of Daniels, prior to approving credit, granting to the Customer time to pay for any goods supplied then such supply shall not amount to a waiver by Daniels of any of the terms of this Agreement nor be construed to be taken either directly or by implication as a granting by Daniels of credit facilities to the Customer and no credit facilities shall be granted unless so stated in writing.

5. To facilitate the processing of this request for credit please fax a copy of the completed form to us. However, the original copy is to be forwarded to Daniels Printing Craftsmen.

6. Failure to complete all sections of this form will delay this application.

7. Changes to Daniels' Terms of Trade are made from time to time.

DANIELS PRINTING CRAFTSMEN
ABN 79 953 648 831

10 WALTERS DRIVE
OSBORNE PARK WA 6017

TEL: (08) 9204 6800
FAX: (08) 9204 6890

DETAILS TO BE SUPPLIED BY THE APPLICANT

REP: _____

1 TRADING NAME _____

TRADING ADDRESS _____ POSTCODE _____

POSTAL ADDRESS _____ POSTCODE _____

TELEPHONE (_____) _____ FAX (_____) _____
AREA CODE NUMBER AREA CODE NUMBER

2 NATURE OF BUSINESS ACTIVITY _____ ESTABLISHED FOR _____ YEARS

BUSINESS PREMISES OWNED LEASED RENTED

3 LEGAL STRUCTURE OF BUSINESS (tick appropriate box)

SOLE TRADER **OR** PARTNERSHIP

PARTNERS/OWNER (If insufficient space to show all partners, please attach a separate list):

NAME	PRIVATE ADDRESS	TELEPHONE
1. _____	_____	(_____) _____
2. _____	_____	(_____) _____
3. _____	_____	(_____) _____ <small>AREA CODE NUMBER</small>

OR PUBLIC LISTED COMPANY OR SUBSIDIARY **OR** PRIVATE COMPANY

NAME _____

REGISTERED OFFICE _____

DATE OF REGISTRATION ____/____/____ A.C.N. _____ A.B.N. _____

AUTHORISED CAPITAL _____ PAID UP CAPITAL _____

DIRECTORS (If insufficient space to show all Directors, please attach a separate list):

NAME	PRIVATE ADDRESS	TELEPHONE
1. _____	_____	(_____) _____
2. _____	_____	(_____) _____
3. _____	_____	(_____) _____ <small>AREA CODE NUMBER</small>

OR TRUST UNIT TRUST DISCRETIONARY TRUST

TRUSTEE _____

TRUST NAME _____

OWNERS OF TRUST UNITS/PRIMARY BENEFICIARIES _____

If Trustee is a company, please complete all company details above.

4 Has any Director or Partner ever been registered under any part of the Bankruptcy Act, or been under any special financial arrangements with their creditors:

NO YES (Give details) _____

5 ESTIMATED MAXIMUM MONTHLY PRINT PURCHASES – \$ _____

6 BANK AND BRANCH _____

7 TRADING REFERENCES (Please provide details of three current trade references)

NAME	ADDRESS	TELEPHONE
1. _____	_____	(_____) _____
2. _____	_____	(_____) _____
3. _____	_____	(_____) _____ <small>AREA CODE NUMBER</small>

We agree to the trading terms and conditions enumerated in this document. Where the Customer is a company or trust all directors must sign below in their capacity as directors.

Signature _____

Signature _____

Name of Signatory _____

Name of Signatory _____

Date _____

Date _____

Signature _____

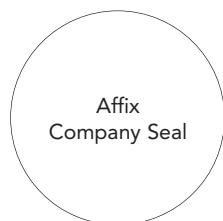
Signature _____

Name of Signatory _____

Name of Signatory _____

Date _____

Date _____



TERMS OF TRADING OF DANIELS PRINTING CRAFTSMEN

1. The Customer hereby warrants that the information disclosed in this form is true, accurate and correct and is supplied for the purpose of obtaining credit. The Customer also warrants that it is financially able to meet the commitments undertaken with Daniels.
2. The person(s) whose signature appears on this agreement warrants that he or she is duly authorised by the Customer to apply for credit and execute this Agreement.
3. In the event of Daniels granting credit facilities to the Customer then the following terms shall apply:
 - (i) **All invoices are payable within 30 days of the date of the invoice. Statements are not routinely issued.**
 - (ii) Where an account is inactive for a period of three months or more, Daniels may close the account without advising the client.
 - (iii) Where an order takes in excess of 30 days to complete Daniels may issue invoice(s) for progressive payment.
 - (iv) **That should the Customer default to the payment of any monies due under this Agreement then all monies due to Daniels shall immediately become due and payable and Daniels shall be entitled to charge interest at the rate applied by the Australian Taxation Office as its General Interest Charge and shall be payable on any money outstanding from 30 days after the date Daniels Invoiced the work until the amount is settled.**
 - (v) Any expenses, costs or disbursements incurred by Daniels in recovering any outstanding monies including debt collection agency fees and solicitor's costs shall be paid by the Customer.
 - (vi) Daniels shall be entitled without notice to terminate any credit agreement with the Customer in the event of the Customer defaulting in any of the terms and conditions herein contained.
 - (vii) Daniels shall be entitled at any stage during the continuation of this Agreement to request such security or additional security as Daniels shall in its discretion think fit and shall be entitled to withhold supply of any goods or credit arrangements until such security or additional security shall be obtained.
4. All quotations for work provided by Daniels are only valid for 30 days from the date of the quotation.
5. The Customer hereby acknowledges that the goods supplied by Daniels shall remain the property of Daniels until Daniels receives payment for same. Daniels hereby agrees to allow the Customer to deal, sell or trade with the goods in the normal course of business and for the Customer to retain the sale proceeds of such sale or dealing provided that the Customer adheres to the terms and conditions of this Agreement, in the event of the Customer defaulting in any of the terms of this Agreement including the payment of any monies due under this Agreement, then Daniels shall have the right (without giving notice) to retake possession of the goods supplied to the Customer by Daniels and the Customer hereby authorises and allows Daniels or its representative, servant, agent or employee to enter the premises upon which the goods are housed or stored for the purpose of retaking possession of same and Daniels shall not be liable for any costs, losses, damages, expenses or any other monies or losses suffered by the Customer as a result of Daniels retaking possession of the goods.
6. Daniels may require guarantor(s). In such cases a separate document, a Deed of Guarantee and Indemnity, must be completed by the guarantor(s) and returned to Daniels before credit will be extended.
7. In the case of a Trust Company the Customer acknowledges that the Trustee shall be liable on the account and that in addition the assets of the trust shall be available to meet payment of the account.
8. Change of ownership – Registered Particulars – The Customer shall no later than 14 days prior to any proposed change of ownership, change in Registered Particulars, alteration, addition to the shareholding, directorship or ownership, notify Daniels of the proposed change and the Customer shall be liable for any goods supplied by Daniels after such change, alteration or addition, unless Daniels shall have acknowledged by writing acceptance of the intending change, alteration or addition.
9. No claims for credit will be recognised unless made in writing within 14 days of the delivery of goods, or invoice date, whichever is the later.
10. The customer:
 - (i) Warrants that the customer has copyright in or licence to authorize Daniels to reproduce, all artistic and literary works supplied by the customer to Daniels for the purposes of the Order and the customer expressly authorizes Daniels to reproduce all and any such works for the purposes aforesaid.
 - (ii) Indemnifies and agrees to keep indemnified Daniels against all liability, losses or expenses incurred by Daniels in relation to or in any way directly connected with any breach of copyright or any rights in relation to copyright in such literary works supplied as aforesaid.
11.
 - (i) All disks, tapes, compact disks or other media (other than media supplied by the customer) used by Daniels to store data for the purposes of completing the Order are the property of Daniels. The customer cannot require Daniels to supply to customer any data so stored. In the event Daniels does supply any data so stored or created Daniels may charge for supplying such data to the customer.
 - (ii) Unless otherwise separately contracted Daniels will not be responsible for storing any data on disks, tapes, compact disks or other media when the Order has been completed. Where Daniels agrees to store such data a charge may be made.

Client to
Initial

Client to
Initial

TERMS OF TRADING Continued

12. The credit provider Daniels Printing Craftsmen reserves the right to make commercial and/or consumer credit enquiries as to the credit status of the applicant as required. Any information obtained during these enquiries will be treated as confidential.
13. Goods are supplied ex-factory, which includes one free delivery to the Perth metropolitan area. Daniels will arrange freight on behalf of the client.
14. Daniels disclaims all conditions and warranties expressed or implied, and all rights and remedies conferred on the customer, by statute, the common law, equity, trade, custom or usage or otherwise and all those conditions and warranties and all those rights and remedies are excluded other than any Non-excludable Rights. To the extent permitted by law, the liability of Daniels for a breach of a Non-excludable Right is limited, at the printers option, to the supplying of the Goods and/or any services again or payment of the cost of having the Goods and/or any services supplied again.
15. Daniels will have no liability to the Customer in relation to any loss, damage or expense caused by Daniels failure to complete an Order or to deliver the goods as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lockout, breakdown, war, the inability of Daniels' normal suppliers to supply necessary materials or any other matter beyond Daniels' control.
16. Notwithstanding any other provision of these Terms and Conditions, Daniels is in no circumstance (whatever the cause) liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate the customer for:
 - (a) any increased costs or expenses;
 - (b) any loss of profit, revenue, business, contracts or anticipated savings;
 - (c) any loss or expense resulting from a claim by a third party; or
 - (d) any special, indirect or consequential loss or damage of any nature whatsoever caused by Daniels failure to complete or delay in completing the Order or to deliver the Goods.
17. If a client chooses to store artwork and files with Daniels they do so at their own risk. Unless the storage is contracted separately, all artwork et cetera is disposed of 12 months after the job is printed. Clients may collect artwork as soon as full settlement of the account is effected.
19. This agreement shall be governed by and construed in accordance with the laws of Western Australia.

OFFICE USE ONLY

Ref 1. _____ Contact _____ Date _____

Ref 2. _____ Contact _____ Date _____

Ref 3. _____ Contact _____ Date _____

Approved Rejected Approx Credit Limit \$ _____

Comments

Authorised By _____ Date ____/____/____

Authorised By _____ Date ____/____/____

Client Advised By _____ Date ____/____/____