

CREDIT APPLICATION FORM

I/We hereby apply for a Credit Account and submit the following particulars for your consideration.

Company Name:	
Address:	
Phone:	
Accounts Contact:	Phone:
Sales Contact:	Phone:

Proprietor/Partner/Directors

Name:	
Address:	Phone:
Name:	
Address:	Phone:
Name:	
Address:	Phone:

Trade References

Name:	Phone:	Fax:
Name:	Phone:	Fax:
Name:	Phone:	Fax:

Nature of business:
Time business owned/operated:
Bank/Branch:
ABN Number:
Are the premises you conduct business from OWNED / LEASED / RENTED.
If rented, please supply Agents details:

I/We acknowledge that the submission of this application does not imply an acceptance of Credit and Visual Exposure deserves the right to accept or refuse this application. If not accepted, I/We acknowledge that Visual Exposure may require full or partial payment of the price prior to any works being started. I/We hereby authorise Visual Exposure to obtain, record and report such consumer/commercial credit information as would be reasonably expected to assess my/our creditworthiness in accordance with the Privacy Act 1088 and subsequent amendments.

All of the above information is correct and given in confidence for the purposed of determining my/our credit status with Visual Exposure.

Please read Visual Exposure's full Terms and Conditions on the following pages before signing below.

Authorised Signature:	
Name [printed]:	
Position:	Date:

CREDIT APPLICATION FORM: TERMS & CONDITIONS

1. Quotations

1.1: Subject to paragraph 1.2 all prices quoted are based upon work required to fulfill the client's instructions and are valid for a period of 30 days from the date of the quote.

1.2: Prices quoted are based on the current cost of production, (materials, labour, machine time etc) and they are subject to amendment by Visual Exposure before or after acceptance of the quotation to meet a variation in the cost of production between the date of quotation and the date of execution of the order provided there is no unreasonable delay on the part of Visual Exposure.

2. Customers Instructions

2.1: Once accepted by the customer (either verbal or written), Visual Exposure's written quotation shall be deemed to interpret correctly the customer's instructions. Where verbal instructions only are received, Visual Exposure shall not be responsible for errors or omissions due to misinterpretation of those instructions.

2.2: Other than only by way of correction any customer additions or alterations to work when works have begun will be charged for as clients' corrections.

3. Expedited Delivery

3.1: Should delivery of work be required urgently reasonable efforts will be made by Visual Exposure to secure freedom from defects. However, Visual Exposure shall not be held responsible for defects caused as a result of the requirement for such urgent delivery.

3.2: Should urgent delivery necessitate overtime work or other additional costs being occurred, an additional charge will be made to cover these additional costs.

4. Outside Work

4.1: If Visual Exposure has to obtain goods and/or services not normally stocked or supplied by Visual Exposure from a third party in order to carry out the customer's instructions:

- a) Visual Exposure acquires these goods and/or services as agent for the customer and not as principal and will have no liability to the customer in relation to the supply of those goods and/or services. Any claim by the customer in relation to the supply of those goods and/or services must be made directly against the third party.
- b) The customer must pay for such goods and/or services.
- c) Any such goods obtained from a third party, must be obtained on the basis that property in those goods is passed by the third party to Visual Exposure at the time the goods are incorporated into the work done by Visual Exposure for the customer.

5. Suspension of Work

5.1: The suspension by the customer of any work, for any reason whatsoever, for a period of thirty (30) days, shall entitle Visual Exposure to payment in full for the portion of work completed.

6. Cancelled Orders

6.1: Orders cannot be cancelled except upon terms, which compensate Visual Exposure for all work done, materials used or specially acquired to complete the order, to the date of the cancellation.

7. Payment

7.1: Once the work is completed Visual Exposure shall invoice the customer for the quoted value of the work plus any additional charges that have occurred to enable the work to be completed to meet the customer's requirements.

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7.2: GST (Goods and Services Tax) shall be charged on the total invoice amount in line with current GST legislation.

7.3: All Invoices shall be paid COD unless prior arrangements are agreed with Visual Exposure. Any credit arrangements will require a Credit Application form to be completed and approved by Visual Exposure.

7.4: Visual Exposure may at its option charge interest at the rate of Westpac plus 3% on amounts not paid within any agreed credit arrangements, calculated on a daily basis from the date any such amount should have been paid and until the date of payment.

8. Warranties and Undertakings

8.1: The warranties and undertakings which apply to the goods and/or services supplied by Visual Exposure to the customer, are those applied by the Trade Practices Act 1974, as amended and in force from time to time, which is hereinafter called "the Act". All other warranties and undertakings are expressly excluded.

9. Risk

9.1: The goods are at the risk of Visual Exposure until delivered to the customer, or collected by the customer.

9.2: Visual Exposure shall have no liability for any loss or damage to the goods when in transit.

10. Liability

10.1: To the fullest extent permitted by law, except as provided herein, Visual Exposure shall not be liable to the customer in contract or tort for any loss or damage or for consequential loss or damage of any kind arising out of the supply of the goods and/or services, or arising out of Visual Exposure's negligence, or in any way whatsoever.

10.2: Visual Exposure's liability for a breach of a condition or warranty implied by Division 2 of Part V of the Act (other than section 69) is hereby limited to:

1. In the case of goods, any one or more of the following:

- a) The replacement of the goods or the supply of equivalent goods;
- b) The repair of the goods;
- c) The payment of the cost of replacing the goods or of acquiring equivalent goods;
- d) The payment of the cost of having the goods repaired; or

2. In the case of services:

- a) The supplying of the services again; or
- b) The payment of the cost of having the services supplied again.

10.3: Visual Exposure will not be liable to the customer for loss, howsoever caused, of any data stored on disks, tapes, compact disks or other media supplied by the customer to Visual Exposure.

10.4: Subject to paragraph 10.3 hereof, Visual Exposure will not be liable to the customer for the damage, loss or destruction of any property of the customer unless the loss or damage has been caused by the failure of Visual Exposure to exercise due care and skill in handling or storing such property of the customer.

10.5: Force Majeure. Visual Exposure will have no liability to the customer for any loss, damage or expense suffered or incurred by the customer because of Visual Exposure's failure to observe these terms and conditions, where such failure is occasioned by any cause beyond Visual Exposure's reasonable control, including and without limiting the generality to the foregoing by war, insurrection, fire, floods, strikes, lockouts, delays in transport, breakdowns in machinery, the inability or failure of a supplier to supply necessary materials, or prohibitions or other action by any government or semi-government authority, or embargoes.

10.6: Delivery. The delivery terms made known to the customer are estimates only, and Visual Exposure shall not be liable for any late delivery or non-delivery, and under no circumstances shall Visual Exposure be liable for any loss, damage or delay occasioned to the customer because of late or non-delivery of the goods.

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11. Claims

11.1: Any claims against Visual Exposure shall be made in writing within fourteen (14) days of receipt of the goods by the customer. No claims shall be made by the customer beyond this period.

12. Non Payment

12.1: Until the customer has paid all sums outstanding in relation to the goods, title of the goods shall not pass from Visual Exposure to the customer.

12.2: If the customer has not paid all sums outstanding in relation to the goods, if directed by Visual Exposure to do so, the customer must forthwith return the goods to Visual Exposure.

13. Copyright

13.1: Copyright in all artistic and literary works authored by Visual Exposure shall remain the property of Visual Exposure unless there is specific agreement to the contrary at the time of Visual Exposure's acceptance of your order.

13.2: The customer has warranted to Visual Exposure, and Visual Exposure has accepted the customer's warranty that the customer has copyright in or a licence to authorise Visual Exposure to reproduce all artistic and literary works supplied by the customer to Visual Exposure for the purpose of the Order and the Customer hereby expressly authorises Visual Exposure to reproduce all and any of such works for the purposes foresaid.

13.3: The Customer indemnifies and agrees to keep indemnified Visual Exposure against all liability, losses or expenses incurred by Visual Exposure in any way directly or indirectly connected with any breach of copyright on materials supplied by the customer.

13.4: The customer is hereby granted a non-exclusive license to use the copyright works created by Visual Exposure for the purposes of the Order, however such licence is conditional upon Visual Exposure having received all monies due to Visual Exposure under these Terms and Conditions.

14. Confidentiality

14.1: The customer must keep confidential and not use any ideas, systems or processes communicated or made available by Visual Exposure to the customer without Visual Exposure's written permission.

15. Electronic Media

15.1: All Disks, tapes, compact disks or other media (other than the media supplied by the customer) used by Visual Exposure to store data for the purposes of completing the Order are the property of Visual Exposure. The customer cannot require Visual Exposure to supply to the customer any data so stored. In the event that Visual Exposure does supply data so stored or created, Visual Exposure may charge the customer for supplying such data.

15.2: Visual Exposure will not be held responsible for storing any data on disks, tapes, compact disks or other media when the Order has been completed. If Visual Exposure agrees to store such data Visual Exposure may charge to do so.

16. Goods and Services Tax

16.1: The customer will be liable for any goods and services tax payable because of the supply of goods and/or services by Visual Exposure to the customer.