



Australian Specialty Inks Pty Ltd

ABN 71 002 591 620

17 Reaghs Farm Rd, Minto NSW 2566

Telephone: (02) 9603-3399 Fax: (02) 9603-7761

Website: www.austspecialtyinks.com.au

CREDIT APPLICATION

This form is designed to assist us in processing your application for credit promptly. We would appreciate your help in completing the form as fully and accurately as possible.

Registered Name of the Company _____

Trading Name of the Company _____

Company A.B.N: _____

Business Address: _____

Postal Address: _____

Phone No:() _____ Email Address: _____

How long has the business been established: _____

Name of contact (Re Accounts) _____ Phone No () _____

Trade References:

Company Name	Contact	Telephone	Email

Bank Name and Branch _____

Directors or Proprietors Names and Address:

Name	Address



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I/We hereby supply the within mentioned details for the purpose of obtaining a credit account on your undertaking to hold such details in the strictest confidence. I/We acknowledge that my/our submission of this application does not imply any acceptance on your part to grant credit accommodation and that you reserve the right of acceptance or refusal of within application.

I/We further acknowledge and agree to be bound by your Terms and Conditions of Sale annexed to this Credit Account Application, as the same may be amended from time to time.

I/We further acknowledge that the credit facility herein may be withdrawn at the discretion of Australian Specialty Inks Pty Ltd upon notification being give to me/us if payment is not received by due date.

Title of Company) _____
Firm or partnership)

Authorised Signatory _____

Print Name Here _____

Position _____

Date _____



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General Terms of Sale

1. Exclusive Application

These General Terms of Sale ("GTS") apply to all sales of Australian Specialty Inks Pty. Limited ("ASI"). Conflicting or additional terms of sale and in particular, stipulations in Customer's purchase orders, shall be valid only if they have been expressly agreed in writing.

2. Force Majeure

ASI shall not be liable for any non-fulfillment of its obligations resulting from a force majeure event. For this purpose, "force majeure" shall mean an act of God, war, terrorism, lightning, fire, earthquake, storm, flood, explosion, unavailability or delay in availability of equipment, products, raw materials or transport, labour dispute and any other cause which is not within the control of ASI.

3. Taxes and Other Costs; Terms of Payment

Unless otherwise stated, all prices exclude delivery and handling charges, which shall be borne by Customer. All taxes, levies and other government charges imposed for the sale of the products (including goods and services tax) shall be paid for by the Customer. Unless otherwise agreed in writing, all invoices are to be paid net with no deduction whatsoever within thirty (30) days of the date of the invoice. ASI reserves the right to charge default interest on overdue amounts accruing daily from the due date for payment until the date of actual payment at a rate 3% per annum above the prevailing Citibank Prime Rate compounding monthly (on the basis of a 365 day year).

4. Date of Delivery

Any delivery dates indicated by ASI are non-binding and based on the conditions prevailing at the time the order is placed and under the assumption of normal supply and manufacturing conditions. Except in the event of gross negligence or willful misconduct of ASI and subject to clause 2 above, ASI shall not be held liable for delays in the supply of products.

5. Acceptance of Products

Unless the Customer notifies ASI to the contrary within ten days of receipt of the products, the products shall be deemed to have been accepted by the Customer as being in good condition and in conformance with published specifications. The Customer shall not be entitled to withhold payment of all or any of the prices of the products whilst ASI is investigating any claim. Products may be partially delivered to the Customer by mutual agreement, which the Customer will accept and pay for together with any freight costs incurred.

6. Retention of Title and Risk

Title to delivered products will pass to the Customer only after it has fully paid for those products (and other amounts owing by the Customer to ASI) in full. Until such payment has been made, the Customer shall hold the products as ASI's bailee and shall store the products in such a manner as to make them clearly identifiable as ASI's property. Without prejudice to ASI's rights to claim for payment of the purchase price, if ASI seeks to recover the products for non-payment, the Customer hereby grants a license to ASI to enter any premises occupied by the Customer for the purpose of recovering the products. Unless otherwise agreed between the parties in writing with respect to any particular order, risk in the products shall pass to the Customer immediately upon delivery to the Customer or the Customer's carrier, if so appointed by the Customer.

7. Warranty and Liability

ASI warrants that when dispatched from ASI's facilities, the products shall meet ASI's published product information sheets. ASI's liability for breach of warranty shall be limited to the replacement of products that do not conform to the published specifications or to the refund of the purchase price, provided that the non-conformance must be notified and specified in writing within ten days of receipt of the products. ASI makes no warranty whatsoever with regard to experimental or non-commercial products. ASI is not responsible for damage resulting from storage, usage, handling, incorporation or alteration of the products by the Customer or third parties. ASI's total liability hereunder shall not exceed the total purchase price paid for the products under these GTS. ASI's liability for any claim arising out of or in connection with the purchase, use or performance of the

products shall not extend to any incidental, indirect, special or consequential loss or damage, nor will ASI's liability for any such claim extend to any loss or damage in the nature of loss of (a) actual or anticipated revenue, profits or savings; (b) interest, goodwill or data; (c) production or raw materials; or (d) amounts payable to idle or stood-down personnel, even if the potential for such loss or damage has been made known to ASI.

8. Terms Implied by Legislation

Any limitation on ASI's liability under these GTS only operates to the extent permitted by law, and nothing in these GTS purports to exclude, restrict or modify, or have the effect of excluding, restricting or modifying, any condition or warranty implied by legislation (including the *Trade Practices Act 1974 (Cth)* and any State or Territory legislation concerning consumer protection, fair trading or the sale of goods or services) ("Implied Term") where to do so would have the effect of rendering the relevant provision in these GTS void or otherwise unenforceable. Subject to the foregoing sentence: (a) all Implied Terms and any other conditions or warranties otherwise implied by law are excluded from these GTS; and (b) ASI's liability for a breach of any Implied Term of the kind referred to in the first sentence of this clause 8 will be limited to the full extent permitted by law.

9. Recommendations and Advice

All recommendations and advice given by ASI are based on the current state of ASI's knowledge. Notwithstanding such recommendations or advice, the Customer shall not rely upon that advice and shall satisfy itself that the products are suitable for its intended process or purpose. Since ASI cannot control the application, use or processing of the products, ASI cannot accept responsibility therefore. The Customer shall ensure that its intended use of the products will not infringe any third party's intellectual property rights.

10. Internal Use Only

The products sold hereunder are not intended for Customer's resale unless specified otherwise by ASI in writing. ASI disclaims all liability and the Customer hereby indemnifies and will hold ASI harmless against any claims relating to any unauthorized resale by the Customer.

11. Responsible Care

ASI supports the Responsible Care Program which incorporates an obligation for ASI to work with its customers to ensure the safe and legal storage, handling, use, transportation and disposal of chemical products. In this regard, the Customer agrees to exercise due diligence in the fulfilment of relevant safety and environmental requirements applying to the products purchased. ASI will provide all necessary information about its products to the Customer and any appropriate support to the Customer as may reasonably be required.

12. Governing Law

These GTS are governed by and shall be construed in accordance with the laws in force in New South Wales without regard to its conflict of law provisions. The application of the UN Convention on the International Sale of Goods (Vienna, 1980) is expressly excluded. The Customer agrees to submit to the non-exclusive jurisdiction of the courts of New South Wales.

13. General

The Customer shall not assign or otherwise transfer any of its rights or obligations hereunder whether in whole or in part without the prior written consent of ASI. Any such unauthorized assignment shall be deemed null and void. If a provision of these GTS is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the remainder of that provision and of all other provisions of these GTS (to the extent that they are not held to be invalid or unenforceable) shall not be affected thereby. Customer shall be responsible for all legal fees incurred by ASI in the enforcement of any of the terms herein.



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Letter of Guarantee

In consideration of AUSTRALIAN SPECIALTY INKS PTY LTD allowing

REGISTERED NAME OF COMPANY: _____

A.B.N: _____

(Herein after called "The Applicant Company") to purchase goods from AUSTRALIAN SPECIALTY INKS PTY LTD on the terms of payment which are strictly net 30 days and usual terms of trading and credit. Should there be a delay in the payment of the goods according to the above terms, interest shall be payable on the Interest Base Rate of 10% or the Commonwealth Bank Base Interest Rate, whichever is the higher, of the total outstanding amount compounded daily. I the undersigned, hereby guarantee the due payment of all money due and payable by the Applicant Company to AUSTRALIAN SPECIALTY INKS PTY LTD.

This guarantee shall be a continuing guarantee notwithstanding the credit limit, my liability for payment to AUSTRALIAN SPECIALTY INKS PTY LTD may in its absolute discretion enforce this guarantee against me and my personal capacity, without the necessity of taking any steps or proceeding against the Applicant Company.

Position in the Company: _____

In the presence of: _____

Date: _____

SIGNATURE OF APPLICANT: _____ DATE: ____/____/____

(DIRECTOR/PUBLIC OFFICER/PROPRIETOR)