

AUSTRALIAN PHOTO SUPPLIES PTY. LTD. (ABN 34 596 133 464)

Account Opening Form and payment details

1. Business Details:

We hereby apply to establish a trading account with Australian Photo Supplies Pty Ltd (**APS**) in accordance with your Terms and Conditions and submit the following information for this purpose.

Registered Company Name: _____

Trading Name (if applicable): _____

Trading Address (not P.O. Box) _____

State

City

P/Code

Contact Name for Accounts: _____ **Title:** _____

Telephone No: () _____ **Mobile** _____ **Fax No:** () _____

Email: _____ **Anticipated Monthly Purchases \$** _____

Trading Bank _____ **Branch** _____

Nature of Business (please tick one):

Sole Trader [] Partnership [] Company [] Government []

Trust Company [] Type of Trust: _____ Name of Trust: _____

Other (please specify): _____

For companies: ABN: _____

2. Payment Options Available:

Please note all products must be paid in full prior to supply.

Credit Card at time of order, customer provides credit card detail at time of placing each order.

Credit Card at time of order, customer completes the attached credit card direct debit authorisation Which gives APS authority to keep credit card detail on file.

EFT Direct deposit of funds to Australian Photo Supplies Pty Ltd Bank Account:

Account Number: 1038 3603 BSB: 063 599

Please always include your customer/account number as a reference so we know who funds are from.

A cheque made out to: Australian Photo Supplies Pty Ltd (Cheque must clear before product supplied)

3. **Sole Trader/Partner/Director's Signature** _____

Print Name: _____ Date: _____

OFFICE USE ONLY:

Customer Number: Approved by: Date:

Salesperson Number:

23 Encore Avenue, SOMERTON, VIC. 3062
P.O. BOX 401, SOMERTON, VIC. 3062
Fax No. (03) 8339 0943 - Phone No: (03) 9303 2800
Email: accounts@apspl.com.au

Australian Photo Supplies Pty Ltd

Terms and Conditions of Sale

1. Definitions & Interpretation

In the following terms and conditions of sale, unless the context requires otherwise:

- (a) "APS" means Australian Photo Supplies Pty Ltd ABN 34 596 133 464;
- (b) "Customer" means the person or corporation placing an order for the purchase of goods or services from APS;
- (c) "Products" means any goods, materials, equipment or services provided to the Customer by APS;
- (d) if the Customer comprises more than one person, each of those person's liability is joint and several;
- (e) references to a party or a person includes any form of entity and their respective successors, assigns and representatives; and
- (f) for all periods and times specified in clauses 4 and 10, time is of the essence.

2. Orders

By ordering the Products and/or accepting delivery of the Products from APS, the Customer agrees that it is bound by these terms and conditions of sale, which will prevail notwithstanding anything that may be stated to the contrary on the Customer's order or any other document. All Customer orders are subject to acceptance by APS. Once a Customer order has been placed and accepted by APS, the Customer has no right to cancel or vary the order at any time, unless agreed in writing by both parties.

3. Quotations

Any quotation by APS to the Customer will be open for acceptance within the period stated in the quotation or, where no period is stated, within 7 days from the date of the quotation.

4. Prices / Taxes

Subject to any quotations accepted within the relevant period, the prices charged by and payable to APS will be the prevailing prices applicable at the time of placement of the relevant order. Prices are subject to change without notice. Recommended retail prices are provided for indicative purposes only and there is no obligation to comply with that recommendation. If GST is imposed on any supply made under or in accordance with these terms and conditions, the Customer must pay to APS an additional amount equal to the GST payable on or for the taxable supply, subject to the Customer receiving a valid tax invoice in respect of the supply at or before the time of payment. Payment of the additional amount must be made at the same time as payment for the taxable supply is required. Unless otherwise agreed in writing, the price of Products does not include installation.

5. Terms of Payment

Except to the extent otherwise agreed in writing by APS, the total price for Products supplied will be due for payment | by credit card payment or immediately available funds prior to delivery. The Customer must complete a credit card direct debit authorisation and related documentation as required by APS or have the option to provide Credit Card detail each time an order is placed or pay via "EFT" direct debit to the APS nominated bank account or a Cheque made payable to Australian Photo Supplies Pty Ltd. Please note all funds must be cleared before products are supplied.

6. Change of Ownership

Trading accounts are approved by APS based on the information supplied and the representations made by the Customer. In the event that there is a change in ownership of the Customer, whether

total or partial, the Customer must immediately provide written notice, of those changes to APS. Where a Customer has been authorised by APS to make payments through credit card direct debit, the Customer must provide notice in writing at least 5 days prior to any change in ownership of the business.

7. Information on the Products supplied

To the extent permitted by law, all descriptive specifications, illustrations, drawings, data, dimensions and weights furnished by APS or otherwise contained in catalogues or other advertising material are approximate only and are intended to be merely a general description of the Products, are not incorporated within these terms and conditions and do not form part of the description of the Products unless otherwise agreed to in writing by APS (in which case such information will be subject to recognised trade tolerances).

8. Delivery

APS may, in its sole discretion, determine the means of delivering the Products to the Customer. APS reserves the right to deliver Products in part deliveries. In the event that APS incurs additional costs for meeting special or urgent delivery arrangements, these additional costs may be charged to the Customer and may include the cost of airfreight where it is not the normal method of delivery. The Customer agrees to accept delivery of the Products sold at any time during normal business hours. APS will not be liable for any loss or damage resulting from any late delivery of the Products and late delivery will not entitle the Customer to rescind or repudiate the Customer's order for the Products.

9. Inspection

The Customer must inspect the Products immediately upon delivery. Any claim that the Products delivered are not in accordance with the Products that were ordered must be made in writing to APS within 7 days after delivery. If the Customer fails to give notice of any such claim in accordance with this clause 10, then to the maximum extent permitted by law, the Products delivered will be deemed to have been delivered to the Customer in accordance with the relevant order and these terms and conditions and the Customer waives any rights which the Customer may otherwise have to claim that the Products delivered were not in accordance with the Products that were ordered. Providing notice of a claim to APS does not excuse the Customer's obligation to fully satisfy its payment obligations for the Products to APS.

10. Returns

Products must not be returned without the prior written consent of APS. Any Products returned must be returned at the Customer's cost and must be in their original condition and packaging. A restocking fee may be charged to the Customer for returned Products.

11. Storage and Labelling

The Customer acknowledges being informed by APS that:

- (a) sensitised goods require proper storage, handling and display conditions to maintain quality;
- (b) films, plates, papers and packed chemicals may deteriorate if not stored and handled in original sealed packages;
- (c) APS products are packaged for sale to Customers in their original packages on which are set out marks, numbers, references and other information. Consumers may be disadvantaged or even misled if these packages are covered, defaced, altered, erased or otherwise misused; and
- (d) any trademarks and trade dress or get-up that are located on or provided with the Products are protected by law from misuse.

Australian Photo Supplies Pty Ltd
Terms and Conditions of Sale (cont.)

12. Title & Risk

- (a) Risk in the Products passes to the Customer when the goods are delivered or collected by the Customer, as the case may be. Title in the Products only passes to the Customer, free of encumbrances and all other adverse interests, when payment by the Customer for the Products supplied is received in full by APS.

13. Limitation of Liability

To the extent permitted by law, APS's liability to the Customer in any way connected with the supply of the Products under these terms and conditions and for any damage or injury caused to any person or property by the Products is limited to, at APS's election:

- (a) the replacement of the Products or the supply of equivalent Products;
- (b) the repair of the Products;
- (c) the cost of replacing the Products or of acquiring equivalent Products;
- (d) the payment of the cost of having the Products-repaired. To the extent permitted by law, APS is not liable to the Customer or any other person for any physical or financial injury, loss, damage or liability or for indirect or consequential loss or damage of any kind arising out of the supply, layout, assembly, installation or operation of the Products, including where arising out of APS's negligence.

14. Warranties

APS warrants to the Customer that clear title to the goods passes to the Customer when clear funds are received by APS prior to shipment.

The only conditions and warranties which are binding on APS in respect of the state, quality or conditions of the Products sold or any thing else in respect of the Products sold are those provisions which cannot be excluded pursuant to the Trade Practices Act 1974. Otherwise all other conditions and warranties, in respect of the state, quality or conditions of the Products sold whether express or implied by law, which may be binding on APS apart from this clause, are hereby expressly excluded. The United Nations Convention On Contracts for the International Sale of Goods does not apply.

15. Indemnity.

The Customer indemnifies and must keep indemnified APS against all claims, actions, demands, liabilities, loss, damage, costs, charges and expenses of whatsoever nature which may be brought against APS or which APS must pay, sustain or incur by reason of or in any way connected with:

- (a) any delay or failure by the Customer to pay money in accordance with these terms and conditions;
- (b) any other breach by the Customer of any warranties or obligations set out in these terms and conditions;
- (c) any breach by the Customer of any representations, warranties or obligations in respect of any credit arrangement between APS

- and the Customer; and
- (d) any act, default or omission of or any representation made by the Customer or a servant or agent of the Customer.

16. Force Majeure

Where an act of God, strike, lockout or other interference with work, war declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, governmental or quasi-governmental restraint, unavailability or delay in availability of the Products or ancillary material or transport, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licences, authorities or allocations, or any other cause or event whether of the kind specifically set out above or otherwise which is not reasonably within the control of APS affects APS's ability to carry out any obligation under these terms and conditions, APS will be excused from performing that obligation, to the extent that it is affected by such cause or event.

17. General

- (a) These terms and conditions and any agreement made between APS and the Customer hereunder is governed by and must be construed in accordance with the laws in force in Victoria. The parties submit to the exclusive jurisdiction of the Courts of Victoria and the Commonwealth of Australia in respect of all matters arising out of or relating to these terms and conditions, its performance or subject matter.
- (b) A failure, delay, relaxation or indulgence by APS in exercising any power or right conferred on APS by these terms and conditions does not operate as a waiver of the power or right. A waiver of a breach is not a waiver of any other breach. No waiver is effective unless it is in writing.
- (c) The Customer agrees and acknowledges that it has no authority to Pledge the credit of APS or represent to any party that APS has an interest in the Customer's business.
- (d) The Customer must not assign or delegate any of its rights or obligations under these terms and conditions without the express written permission of APS. Any attempt at such assignment or delegation without APS's written permission is void.
- (e) If any provision of these terms and conditions offends any law applicable to it and is as a consequence illegal, invalid or unenforceable then:
- (i) where the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature, it must be read down to the minimum extent necessary to achieve that result; and
- (ii) in any other case the offending provision must be severed from these terms and conditions, in which event the remaining provisions of these terms and conditions operate as if the severed provision had not been included.
- (f) APS is committed to the protection of your personal information and will only use personal information provided to it in accordance with the National Privacy Principles set out in the Privacy Act 1988 (Cth).
- (g) These terms and Conditions contain the entire understanding between APS and the Customer concerning the supply of Products to the Customer.