



CLIENT INFORMATION FORM

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

DATE: _____ REF No. _____

CLIENT'S TRADE NAME: _____

CLIENT'S FULL or LEGAL NAME: _____

Phone: _____ Fax: _____

Mobile: _____ Email: _____

Billing Address: _____ Physical Address: _____

State: _____ Postcode: _____ State: _____ Postcode: _____

COMMERCIAL CLIENTS ONLY

ABN/ACN: _____ Date Established: _____

Contact 1: _____ Contact 2: _____

Position: _____ Position: _____

Phone: _____ Phone: _____

DETAILS OF OWNER (If Sole Trader) PARTNERS (If Partnership) DIRECTORS (If Company) OR TRUSTEE (If a Trust)

Full Name: _____ Full Name: _____

Home Address: _____ Home Address: _____

Postcode: _____ Postcode: _____

ID: _____ Date of Birth: _____ ID: _____ Date of Birth: _____
 (Driver's Licence, Passport, etc.) (Driver's Licence, Passport, etc.)

Home Phone: _____ Home Phone: _____

I certify that the above information is true and correct and that I accept the supply of credit by the Seller (*if applicable*). I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Coloursplash Signs Pty Ltd which form part of, and are intended to be read in conjunction with this Client Information Form and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.***

SIGNED (CLIENT): _____ SIGNED (SELLER): _____

Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO CLIENT'S SIGNATURE:

Signed: _____ Name: _____ Date: _____

Coloursplash Signs Pty Ltd – Terms & Conditions of Trade

1.	Definitions	<p>Subject to the conditions of supply of such Goods and Services to the Seller, and the Client shall be liable for the cost in full including the Seller's margin of such Goods or Services.</p> <p>Whilst every care is taken by the Seller to carry out the instructions of the Client, it is the Client's responsibility to undertake a final proof reading of the Goods. The Seller shall be under no liability whatever for any errors not corrected by the Client in its final proof reading. Should the Client's alterations require additional proofs this shall be invoiced as an extra.</p> <p>The Seller is under no obligation to provide samples of Goods ordered other than by virtual (computerised) sample. Whilst every effort will be taken by the Seller to match virtual colours with physical colours, the Seller will take no responsibility for any variation between virtual sale samples and either the final product sample displayed on the Client's computer and/or the virtual sale. Should a physical sample be required this will be provided on request by the Client and will be charged for as an extra including return freight. The charge will be contra against the final invoice.</p> <p>Whilst every effort will be taken by the Seller to match PMS colours, the Seller will take no responsibility for any variation due to substrates, half tones and/or detailed graphics between sale samples (including but not limited to virtual or physical samples) and the final product.</p> <p>The Seller shall not be held liable for inks wearing off through general wear and tear.</p> <p>Where the Client supplies materials, adequate quantities shall be supplied to cover spillage. Sheets and other materials shall not be counted or checked when received unless requested by the Client in writing. An additional charge may be made by the Seller in respect of such counting or checking requested by the Client.</p> <p>In the case of property and materials left with the Seller without specific instructions, the Seller shall be free to dispose of them at the end of twelve (12) months after his receiving them and to accept and retain any proceeds gained from such disposal to cover the Seller's costs incurred in handling such items.</p> <p>Where materials or equipment are supplied by the Client for the provision of Services the Seller shall accept no liability for imperfect work caused by defects in, or the unsuitability of, such materials or equipment for the Services.</p> <p>Any change or correction to any film, bromides, artwork and/or any printing source supplied by the Client which is deemed necessary by the Seller to ensure correctly finished work shall be invoiced as an extra.</p> <p>In the event that the Client believes that the Seller has scratched the vehicle during the installation/application process of the Goods, the Client shall, within twenty-four (24) hours of delivery (time being of the essence) notify the Seller of any alleged defect or damage. The Client shall afford the Seller an opportunity to inspect the vehicle within a reasonable time following delivery. If the Client fails to comply with clause 7.17, the vehicle shall be presumed to be free from any defect or damage.</p> <p>The Client acknowledges that it is the Client's responsibility to remove all personal/valuable items from the vehicle prior to the Seller carrying out their Services. The Seller shall not be liable in the event of any apparent loss or damage to personal/valuable items left in the vehicle.</p> <p>The Client acknowledges and accepts that the Goods supplied by the Seller may experience shrinkage or may move after installation/application, which is considered normal practice for these types of Goods and thereby not covered by the Seller's as a defect or under warranty. The Seller shall not be liable for any loss or damage in this event, where circumstances are beyond the Seller's control.</p> <p>The Client accepts that in the event that the vehicle is stored for any period on the Seller's premises that it is done so at the Client's own risk and it shall be the client's responsibility to ensure their vehicle and its contents are insured adequately or at all.</p> <p>The Client acknowledges that the Seller can only provide its Services on a vehicle in its current state as supplied to the Seller therefore the Seller shall not accept any responsibility for the workmanship of any third party that has worked on a Client's vehicle prior to Services being undertaken by the Seller (including, but not limited to, poor paintwork or repairs).</p>	<p>Client suffers because the Seller has exercised its rights under this clause.</p> <p>Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Seller, whether or not due for payment, become immediately payable if:</p> <p>(a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Client will be unable to make a payment when it falls due;</p> <p>(b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or</p> <p>(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.</p>
1.1	"Seller" means Coloursplash Signs Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Coloursplash Signs Pty Ltd.	(a) promptly sign any further documents and/or provide any further information to be complete, accurate and up-to-date in all respects) which the Seller may reasonably require to:	16.5
1.2	"Client" means the person's buying the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.	(i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register	17.
1.3	"Goods" means all Goods or Services supplied by the Seller to the Client at the Client's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).	(ii) register any other document required to be registered by the PPSA; or	17.1
1.4	"Price" means the Price payable for the Goods as agreed between the Seller and the Client in accordance with clause 5 below.	(iii) correct a defect in a statement referred to in clause 12.3(a)(i) or 12.3(a)(ii).	17.2
2.	Acceptance	(b) indemnify, and upon demand reimburse, the Seller for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby;	17.3
2.1	The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.	(c) not register a financing change statement in respect of a security interest without the prior written consent of the Seller; or	17.4
2.2	These terms and conditions may only be amended with the Seller's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and the Seller.	(d) immediately advise the Seller of any material change in its business practice or selling the Goods which would result in a change in the nature of proceeds derived from such sales.	17.5
2.3	Goods are supplied by the Seller only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Client's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.	(e) The Seller and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.	17.6
2.4	Once accepted by the Client, the Seller's written quotation shall be deemed to interpret correctly the Client's instructions, whether written or verbal. Where verbal instructions only are received from the Client, the Seller shall not be responsible for errors or omissions due to oversight or misinterpretation of those instructions.	The Client waives their rights to receive notices under sections 95, 118, 121(4), 120, 132(3)(d) and 132(4) of the PPSA.	18.
3.	Electronic Transactions (Queensland) Act 2001	The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.	18.1
3.1	The Client's signature shall be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.	Unless otherwise agreed to in writing by the Seller, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.	18.2
4.	Change in Control	The Client must unconditionally ratify any actions taken by the Seller under clauses 12.3 to 12.5.	18.3
4.1	The Client shall give the Seller not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax numbers, or business structure) which shall be liable for any loss incurred by the Seller as a result of the Client's failure to comply with this clause.	Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.	18.4
5.	Price and Payment	Security and Change of Privity	18.5
5.1	At the Seller's sole discretion the Price shall be either:	In consideration of the Seller agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, or in any other property, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).	18.6
5.2	(a) as indicated on any invoice provided by the Seller to the Client; or	The Client indemnifies the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Seller's rights under this clause.	18.7
5.3	(b) the Seller's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.	The Client irrevocably appoints the Seller and each director of the Seller as the Client's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client's behalf.	18.8
5.4	The Seller reserves the right to change the Price if a variation to the Seller's quotation is requested. Any variation from the plan of scheduled Services or specifications (including, but not limited to, any variation as a result of additional services required due to unforeseen circumstances such as poor weather conditions, limitations to accessing the site, installation area not prepared, availability of machinery, change in scope of work required, delays or non-approval in obtaining council or local authority permits, or as a result of any increase to the Seller's in the cost of materials and labour) will be charged for on the basis of the Seller's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at the time of any such variations.	Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)	18.9
5.5	At the Seller's sole discretion a non-refundable deposit may be required.	The Client must inspect the Goods on delivery and must within seven (7) days of delivery notify the Seller in writing of any defect/damage, shortage in quantity, or failure to comply with the description or quote. The Client must notify any other alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow the Seller to inspect the Goods.	19.
5.6	No allowance has been made in the Price for the deduction of retentions. In the event that retentions are made, the Seller reserves the right to treat all retentions as placing the Client's account into time.	Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions (Non-Excluded Guarantees).	19.1
5.7	Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/dates determined by the Seller, which may be:	The Client acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees. Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Seller makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. The Seller's liability in respect of these warranties is limited to the fullest extent permitted by law.	19.2
5.8	(a) on delivery of the Goods;	If the Client is a consumer within the meaning of the CCA, the Seller's liability is limited to the extent permitted by section 64A of Schedule 2.	19.3
5.9	(b) on completion of the Services;	If the Seller is required to replace the Goods under this clause or the CCA, but is unable to do so, the Seller may refund any money the Client has paid for the Goods.	19.4
5.10	(c) by way of progress payments in accordance with the Seller's payment schedule;	If the Client is not a consumer within the meaning of the CCA, the Seller's liability for any defect or damage in the Goods is:	19.5
5.11	(d) thirty (30) days following the end of the month in which a statement is posted to the Client's address or address for notices;	(a) limited to the value of any express warranty or warranty card provided to the Client by the Seller at the Seller's sole discretion;	19.6
5.12	(e) the date specified on any invoice or other form as being the date of payment or	(b) limited to any warranty to which the Seller is entitled, if the Seller did not manufacture the Goods;	19.7
5.13	(f) failing any notice to the contrary, for previously approved Clients, the date which shall be either seven (7) days following the date of any invoice given to the Client by the Seller.	(c) subject to this clause 14, returns will only be accepted provided that:	19.8
5.14	Payment may be made by cash, cheque, bank cheque, electronic funds banking, credit card excluding AMEX (plus a surcharge of up to one and a half percent (1.5%) of the Price), or by any other method as agreed to between the Client and the Seller.	(a) the Client has complied with the provisions of clause 14.1; and	19.9
5.15	Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to the Seller an amount equal to any GST the Seller must pay for any supply by the Seller under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	(b) the Seller has agreed that the Goods are defective; and	20.
6.	Delivery of Goods	(c) the Goods are returned within a reasonable time at the Client's expense (if that cost is not significant); and	20.1
6.1	Delivery ("Delivery") of the Goods is taken to occur at the time that:	(d) the Goods are returned in as close a condition to that in which they were delivered as is possible.	20.2
6.2	(a) the Seller or the Client's nominated carrier takes possession of the Goods at the Seller's premises; or	Notwithstanding clauses 14.1 to 14.8 but subject to the CCA, the Seller shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:	20.3
6.3	(b) the Seller or the Client's nominated carrier delivers the Goods to the Client's nominated address even if the Client is not present at the address.	(a) the Client's failure to deliver or store any Goods;	20.4
6.4	At the Seller's sole discretion the cost of delivery is in addition to the Price.	(b) the Client using the Goods for any purpose other than that for which they were designed;	20.5
6.5	The Client must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then the Seller shall be entitled to charge a reasonable fee for redelivery and/or storage.	(c) the Client continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user;	20.6
6.6	Where installation is part of the Services to be provided and such installation is delayed or fails to occur (due to factors including, but not limited to, failure on the Client's behalf to secure appropriate permits or approvals), then the Client shall be responsible for payment of any Services and/or supply of Goods. Where the Seller is required to store the Goods until such time that installation can be effected, a storage fee may be applicable as per clause 6.3.	(d) the Client failing to follow any instructions or guidelines provided by the Seller;	20.7
6.7	Any time or date given by the Seller to the Client is an estimate only. The Client must still accept delivery of the Goods even if late and the Seller will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.	(e) fair wear and tear, any accident, or act of God.	20.8
7.	Risk	Notwithstanding anything contained in this clause if the Seller is required by a law to accept a return then the Seller will only accept a return on the conditions imposed by that law.	20.9
7.1	Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.	Intellectual Property	21.
7.2	If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, the Seller is entitled to recover the insurance proceeds payable for the Goods. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.	Where the Seller has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of the Seller.	21.1
7.3	Where installation requires the Seller to leave Goods outside the Seller's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.	The Client warrants that all designs, specifications or instructions given to the Seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Seller against any action taken by a third party against the Seller in respect of any such infringement.	21.2
7.4	All work carried out whether experimentally or otherwise at the Client's request will be charged to the Client.	The Client agrees that the Seller may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Seller has created for the Client.	21.3
7.5	Any tabulated work and/or foreign language included in the job but not contained in the manufacturing order submitted for the purpose of estimating may be charged to the Client and shown as extras on the invoice.	Default and Consequences of Default	21.4
7.6	Unless otherwise agreed, the Client shall bear the cost of fonts, or colour proofs, or artwork, specially bought at its request for the Services.	Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Seller's sole discretion such interest shall compound monthly at such a rate) until the amount is paid in full.	21.5
7.7	The Seller shall be under no liability whatever to the Client for any variation (beyond the reasonable control of the Seller) in colours between the approved prototype and the finished Goods.	If the Client owes the Seller any money the Client shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Seller's contract default fee, and bank disbursement fees).	21.6
7.8	Where the performance of any contract with the Client requires the Seller to obtain Goods or Services from a third party, the contract between the Seller and the Client shall incorporate and shall be	The Client agrees that the Seller may have under this contract, if a Client has made payment to the Seller by credit card, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Seller under this clause 16 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this agreement.	21.7
8.	Personal Property Securities Act 2009 ("PPSA")	Without prejudice to any other remedies the Seller may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Seller may suspend or terminate the supply of Goods to the Client. The Seller will not be liable to the Client for any loss or damage the	21.8