

TECHNICAL SPECIFICATIONS CREDIT APPLICATION FORM

Use this section only when faxing

Date _____

To VISION GRAPHICS _____

Attn: CREDIT CONTROLLER _____

From Company: _____

Sender: _____

FAX COMPLETED FORMS TO (02) 9439 7344 ONLY

To apply for a credit account with Vision Graphics, we recommend that you carefully read and complete the following application form. If you have any queries, please contact our credit controller.

VISION GRAPHICS ACCOUNTS (CREDIT CONTROL)

2B Northcote Street St Leonards NSW 2065 Sydney, Australia

PHONE (61 2) 9902 4000 FAX (61 2) 9439 7344 EMAIL accounts@visiongraphics.com.au

EMAIL info@visiongraphics.com.au WEB www.visiongraphics.com.au

ABN 64 130 007 439 ACN 130 007 439

Applicants are welcome to retain this page for their own records.

TECHNICAL SPECIFICATIONS CREDIT APPLICATION FORM

Office Use Only Account No. _____ Date Established _____

To facilitate the prompt processing of this credit account application form, please complete all sections legibly. Signatures, phone, fax and email details must be included where requested. Failure to properly complete all sections will result in the application being rejected and returned for completion. Please do not use pencil or red pen. N.B. Applications without physical addresses and landline phone numbers will automatically be rejected.

General Details

BUSINESS TRADING NAME
REGISTERED COMPANY NAME (IF APPLICABLE)
BUSINESS ESTABLISHED DATE
COMPANY ABN COMPANY ACN
PHYSICAL ADDRESS
POSTAL ADDRESS
GENERAL CONTACT
NAME PHONE FAX
EMAIL MOBILE
ACCOUNTS CONTACT
NAME PHONE FAX
EMAIL MOBILE
PRODUCTION CONTACT (1)
NAME PHONE FAX
EMAIL MOBILE
PRODUCTION CONTACT (2)
NAME PHONE FAX
EMAIL MOBILE

ORGANISATION STRUCTURE

Proprietary Co. Limited Incorporated Body Government/Statutory Body Partnership
Public Company Trust Sole Trader Trustee

BANK BRANCH
ACCOUNTANT PHONE
MAXIMUM MONTHLY ACCOUNT OF CREDIT APPLIED FOR A\$

Vision Graphics reserves the right to set a 'minimum credit amount' for account trading and also reserves the right to suspend or cancel a credit account if that minimum is not met.

CREDIT REFERENCES

Important - three (3) credit references are required. Failure to properly complete this section will result in the application being rejected. Email (if available) and fax details must be obtained by the applicant. Add to this page if further space is required.

NAME (1) COMPANY
EMAIL FAX
NAME (2) COMPANY
EMAIL FAX
NAME (3) COMPANY
EMAIL FAX

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APPLICANT'S CONTACT DETAILS

This section must contain the full names, home addresses and landline phone numbers of all proprietors/directors/partners.

Table with 3 columns: NAME (1), PHONE, ADDRESS. Rows for NAME (2) and NAME (3).

TERMS & CONDITIONS

- 1. Should Vision Graphics Pty Ltd (hereafter known as VG) consider it relevant to assessing my/our application for credit, I/we agree to VG obtaining personal information about me/us in relation to this application
2. If VG considers it relevant and necessary in the collection of any overdue payments in respect of the credit provided to me/us, I/we agree to VG obtaining a credit report containing personal information about me/us in relation to collecting an overdue payment.
3. I/we agree that VG may give to and seek from other credit providers - information about my/our credit arrangement. I/we understand that this information may include any information about my/our credit worthiness, credit standing, credit history or credit capacity as allowed to be given under the Privacy Act.
4. That VG, solely at its discretion, reserves the right to grant or refuse this application for a credit facility.
5. I/we agree to inform VG within 7 days of any change of my/our business or corporate entity.
6. I/we note that VG payment terms are net 30 days from date of invoice. I/We agree to pay in accordance with those terms for any goods or services VG supply to me/us. Failure to comply with these terms may be subject to an Account Service Fee of 2% per month on overdue balances. Any payments made will be applied firstly against any Service Fee. I/we agree to pay all costs, fees, charges and disbursements (including collection agency commissions and legal costs on a Solicitor/Client basis) incurred or to be incurred by VG in recovering any monies due to VG.
7. I/we acknowledge by my/our signature below, acceptance of the attached Terms and Conditions of Sale in respect of credit by Vision Graphics Pty Ltd.
8. I/we acknowledge that the information provided within this notice has been read and understood by each of the signatories appearing on this Application for Credit.
9. I/We acknowledge that VG may, at its own discretion and without notice, suspend this account if it remains inactive for 12 continuous months. I/we also accept that closure of this account may require the applicants to complete an account application form and reapply for an account to be opened if further credit facilities are requested.
10. I/we acknowledge that VG may, at any time, and without assigning any reason, suspend or cancel credit facilities.

Table with 2 columns: SIGNED, POSITION. Rows for NAME (PLEASE PRINT) and DATE.

Note this section of the agreement must be signed. Failure to properly complete this section will result in the application being rejected.

TECHNICAL SPECIFICATIONS CREDIT APPLICATION FORM

RETENTION OF TITLE

It is expressly agreed and declared that the title of the subject goods or products shall not pass to the Buyer until payment in full of the purchase price. The Buyer shall in the meantime take custody of the goods and retain them as a the fiduciary agent of the Seller. Any right to bind the Seller to any liability to any third party by contract or otherwise is however expressly negated. Any such resale is to be at arms length and on market terms and pending resale or utilisation in any manufacturing or construction process, is to be kept separate from its own, properly stored, protected and insured.

The Buyer will receive all proceeds whether tangible or intangible, direct or indirect of any dealing with such goods or products in trust for the Seller and will keep such proceeds in a separate account until the liability to the Seller shall have been discharged. The Seller is to have the power to appropriate payments to such goods and accounts as it thinks fit and not withstanding any appropriation by the Buyer to the contrary. In the event that the Buyer uses the goods or products in some manufacturing or construction process of its own or some third party, then the Buyer shall hold no part of the proceeds of such manufacturing or construction process as relates to the goods or products in trust for the Seller. Such part shall be deemed to equal in dollar terms the amount owing by the Buyer to the Seller at the time of the receipt of such proceeds.

The Seller and its duly authorised agents shall at all times and without notice be entitled to enter any premises where the goods the subject of this agreement, or any part thereof, are believed by the Seller to be, without any liability for trespass or other damage (against which the Buyer indemnifies the Seller), and recover therefrom the goods or products, but only if there is then an existing default in the terms of the payment for such goods or products or any part thereof. Notwithstanding the provisions of this clause, the Seller shall be entitled to maintain an action against the Buyer for the purchase price upon delivery. .

Signed	Position
Name (Please Print)	Date

Signed	Position
Name (Please Print)	Date

Signed	Position
Name (Please Print)	Date

Please note that if the applicant is a partnership, then all partners must sign.

If the application is for a company, then the sole director or at least two (2) directors (if there is not a sole director) should sign.

GST INFORMATION

But for this Clause, all amounts expressed, referred to or described in this Agreement are GST exclusive amounts. If any GST (within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 as amended from time to time), GST' is payable by any party ('Supplier') in respect of the supply of any goods, services, real property or any other things to another party ('Recipient'), then the amount expressed or described in this Agreement ('Original Amount') is to be increased so that the Supplier receives an amount ('Increased Amount') which, after subtracting the GST liability of the Supplier on that Increased Amount, results in the Supplier retaining the Original Amount after payment of that GST liability. But for this Clause, all out of pocket expenses referred to in this Agreement are GST inclusive out of pocket expenses.

If the Recipient is obliged to reimburse the Supplier for all or any part of any out of pocket expense, the amount which the Recipient must reimburse is limited to the Recipient's portion of the amount paid or payable by the Supplier in respect of that out of pocket expense less the corresponding proportionate amount of any input tax credit claimable by the Supplier in respect of that out of pocket expense, plus any adjustment to that amount under the second sentence of this clause. The Supplier will do all things reasonably available to it to minimise any increase in any Original Amount under this Clause, and to minimise any increase in any out of pocket expenses.

The Supplier will do all things reasonably available to it to assist the Recipient to claim on a timely basis any input tax credits (if any) the Recipient may be entitled to claim for any acquisition of goods, services, real property or any other thing from the Supplier. This includes the Supplier maintaining its registered status for GST purposes, and issuing tax invoices for supplies made under this Agreement on a timely basis as reasonably requested by the Recipient. However, the Supplier is required, from the date the GST is imposed, and at all times that a GST related tax reform takes effect, to reduce the consideration payable by the Recipient to the extent that the cost to the Supplier of supplying any goods, services, real property or other things under this Agreement is reduced.

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Dear Applicant,

To ensure that Vision Graphics meets your needs both now and into the future, we would greatly appreciate your co-operation in taking a few moments to complete the information section below.

FACILITIES & SERVICES YOU EXPECT TO USE

- | | | |
|--|---|---|
| <input type="checkbox"/> Scanning | <input type="checkbox"/> Signage, Display & Exhibition, Point-of-Sale | <input type="checkbox"/> Print Finishing (Mount & Laminate) |
| <input type="checkbox"/> Photographic Prints | <input type="checkbox"/> Large Format Inkjet Prints | <input type="checkbox"/> Grand Format Prints |
| <input type="checkbox"/> Digital Minilab (Frontier) | <input type="checkbox"/> Image Retouching & Restoration | <input type="checkbox"/> Graphic Design & layout Services |
| <input type="checkbox"/> Backlit Displays (Lightboxes) | <input type="checkbox"/> Copies & Duplicates | <input type="checkbox"/> Film Proofing |
| <input type="checkbox"/> Film Processing | <input type="checkbox"/> Vinyl Cutting | <input type="checkbox"/> Purchase of Imaging Supplies |

YOUR TYPE OF BUSINESS

- | | | | |
|---|---|--|--|
| <input type="checkbox"/> Photographer | <input type="checkbox"/> Architectural | <input type="checkbox"/> Graphic Design | <input type="checkbox"/> Communications |
| <input type="checkbox"/> Education (School/Uni/College) | <input type="checkbox"/> Tourism/Travel | <input type="checkbox"/> Government Department | <input type="checkbox"/> Artist |
| <input type="checkbox"/> Hospitality | <input type="checkbox"/> Import/Export | <input type="checkbox"/> I.T. | <input type="checkbox"/> Sales |
| <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Marketing/PR | <input type="checkbox"/> Medical | <input type="checkbox"/> Model Agency |
| <input type="checkbox"/> Museum/Gallery | <input type="checkbox"/> Advertising Agency | <input type="checkbox"/> Printing | <input type="checkbox"/> Publishing |
| <input type="checkbox"/> Real Estate | <input type="checkbox"/> TV/Film | <input type="checkbox"/> Retail | <input type="checkbox"/> Corporate |
| <input type="checkbox"/> Library (General) | <input type="checkbox"/> Library (Photo) | <input type="checkbox"/> Engineering | <input type="checkbox"/> Wholesaler |
| <input type="checkbox"/> Freight/Transport | <input type="checkbox"/> Event Management | <input type="checkbox"/> Photographic Agency | <input type="checkbox"/> Banking & Finance |
| <input type="checkbox"/> Other (please specify) _____ | | | |

Please don't hesitate to contact one of our Sales Consultants if you require any further information about the services Vision Graphics provides. A complete list of our current services and prices, along with staff contact details can be viewed and/or downloaded at WWW.VISIONGRAPHICS.COM.AU

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CONDITIONS OF BUSINESS

1. INTRODUCTION

These Terms and Conditions ('the terms') govern every contract made between Vision Graphics Pty Ltd ('VG') for the supply of goods and services by VG to any person, firm or company ('the client'). The terms prevail over any written terms and conditions of the client. Any variation to the Terms must be agreed in writing by a Director or appointed representative of VG.

All contracts between VG and the Client will be governed by NSW/Australian law and the parties agree to submit to the jurisdiction of the Australian Courts.

2. PRICE, PAYMENT & CREDIT

Trading terms are 30 days to approved customers. Any failure to comply will result in suspended trading without notice.

The client will pay to VG the price relating to that particular service at the time the job was ordered from VG. If the client's order differs from the specification on which the original price was based, VG reserves the right to vary the cost accordingly.

VG reserves the right to charge a percentage (deposit) of any job value, prior to job commencement. VG requires a firm deposit of 50% of the total quoted price of any job over \$1,000 (inc GST). Work on any job with a value of \$1,000 or more will not be commenced until this deposit is received by VG.

The Client will pay VG invoices within 30 days of the date of the invoice.

VG reserves the right to charge the Client interest on overdue invoices at a rate up to 3% per annum above the base rate of The Reserve Bank from the due date of the invoice to the date of payment.

VG may at any time alter or suspend credit terms, refuse any delivery or cancel unfilled orders when, in its opinion, the financial condition of the client or the status of the client's account requires it.

VG reserves the right to cancel credit terms to any account that falls below an average spending of \$75 per month (GST inclusive) over any 12 month period. VG will impose a 10% surcharge on any invoice/statement that falls below \$20 (GST inclusive) to cover postage and administrative costs.

The Client will pay to VG any expenses incurred by VG in connection with the recovery of outstanding invoices (including legal cost on an indemnity basis).

All stated prices are subject to change without notice. Errors and omissions excepted.

3. ORDERS

Orders must be given in writing and signed by a person authorised to do so by the client. Orders must bear the full name and contact details of the company and/or person placing the order, quote an order number, be legible and supplied prior to the commencement of any service or the provision of any goods. If held, an ABN must be noted on the order.

If, notwithstanding the previous clause, VG is made to accept a verbal order from the Client, then VG will not be responsible for any mistakes (made by either party) arising from the verbal order.

Unless VG is given prior written notice by the client, the person placing or signing the order on behalf of the client will be deemed to be authorised to do so.

VG reserves the right to refuse to accept any order.

VG will not act on any order if there is any ambiguity or uncertainty over the instructions or the validity of that order.

4. QUOTATIONS

All quotations given by VG will be valid for 30 days from the date of the quotation. Quotations are only valid for the specific client to which they were issued. NB: Only written quotations supplied by VG will be held at the price as quoted – verbal quotations will not be considered binding from any particular date. If the client's order differs from the specification on which the quotation was based, then VG reserves the right to vary the quotation (including the price).

Service times which are quoted are target times only and VG reserves the right to vary services times and accepts no liability for failure to comply with quoted service times. Similarly, if an order varies from that which was originally given, service times will be most likely be affected and VG accepts no liability for any loss (actual or consequential) arising from the change in service times.

5. DELIVERIES & COLLECTIONS

The Client may be asked to sign for delivered goods and VG will not be held responsible for any losses arising from the delivery.

At its own discretion, VG reserves the right to cancel delivery of any goods if in its judgement, the safety and protection of the goods cannot be guaranteed. VG will not leave any goods in an unsecured location unless specifically instructed to do so by the client. If this is the case, VG will not be responsible for any loss or damage resulting from such action.

Whilst VG will make every effort to collect and deliver as quickly as possible, it will not be liable for any losses arising from delays in delivery or collection.

VG accepts no responsibility for goods/items lost or damaged from any night box receptacle, whether such a nightbox/receptacle belongs to VG or the client.

6. IMAGE SIZES & PAPER SIZES

Some digital files, transparencies or negatives do not have the same proportions as certain paper sizes. If this is the case, the Client must inform VG if they require the full image area (full frame) to be printed or whether VG should crop the image to fill the paper. If no instructions are given and confirmation cannot be obtained from the Client, VG will print the full image area (full frame) with a border. At its own discretion, VG reserves the right to suspend the commencement of any job if clear instructions are not given or if in VG's opinion, there is some ambiguity over the order.

7. ASSESS & RUN OF PHOTOGRAPHIC FILM FOR PROCESSING.

VG will, if requested, assess tests and run balances of film for the client, but will do solely at the Client's own risk.

VG will not accept any liability for any loss or damage sustained by the Client as a result of 'assess and run' work, whether caused by the negligence of VG, its employees, agents or otherwise.

8. UNCOLLECTED GOODS

If any items or materials deposited with VG by the Client have not been collected by the Client within 12 months of completion of the work undertaken by VG, then VG may dispose of or destroy such items or materials. VG will not accept any liability for any loss or damage sustained by the Client as a result of this course of action.

If any unprocessed film belonging to the Client has not been collected by the Client within 3 months of the inception of the work undertaken by VG, then VG may dispose or destroy such film. Whilst VG will make efforts to contact a Client regarding uncollected goods, VG is under no obligation to succeed in informing the Client prior to or after disposal.

9. COPYRIGHT & MORAL RIGHTS

VG will claim no copyright in material submitted to VG by virtue of work undertaken by VG on behalf of the Client. The Client warrants that the he/she/they owns or controls all rights or has obtained all copyright, moral rights, and similar permissions, consents and waivers as are now hereafter required for all copying, processing, printing, scanning and manipulation to be undertaken and the Client hereby irrevocably authorises VG to do all such copying, processing or manipulation as is necessary in performing or ancillary to the services requested by the Client.

The Client further warrants that no copyright or moral rights or any other rights of a similar nature now existent or hereafter created will be infringed, by virtue of anything done by on behalf of or at the request of the Client or at VG premises or on equipment sold, supplied or hired by VG to the Client, or access to which is provided by VG to the client or to any party at the direction or request of the Client.

The Client agrees to indemnify VG against all losses, damages, claims or expenses (including legal costs on an indemnity basis) which VG may reasonably incur by virtue

of any breach of the above warranties or in the event of any claim (whether or not proceedings are issued) by any party against VG or its employees (whether permanent or temporary) that any copyright or moral rights or any similar rights have been infringed by VG or its employees or that VG have induced, encouraged, authorised or otherwise been associated with such infringement by virtue of anything done by, on behalf of or at the request of the Client.

The client warrants that all film, negatives, digital media, and electronic files deposited with or sent to VG does not contain any material which is defamatory, blasphemous, obscene or intrusive.

10. BROOKVALE NIGHTBOX SERVICE

VG reserves the right to cancel or suspend the Brookvale Nightbox service at any time and without notice. VG will not be responsible for any loss arising from the destruction or vandalism of the nightbox and any property contained therein, or for the cancellation or suspension of this service.

11. LIABILITY

The Client must notify VG in writing of any claim concerning any invoice of VG within 30 days of the date of the invoice. VG will not be liable in respect of any claim notified after such time.

VG liability to the client or any other party for the loss (including theft) or destruction of or damage to any film or negatives, digital media or other material belonging to the Client or any other party which are deposited with VG for processing, whether caused by the negligence of VG, its employees or agents or otherwise will be limited to the replacement cost of the film negatives, digital media or other materials; and

VG will not be liable for the cost of re-taking or re-shooting the material contained in the film, negatives or other material.

VG will not be liable for any consequential loss or damage incurred by the client or any other party including loss of profit or income and

It is the Client's responsibility to insure against such loss and damage.

VG will not be liable for the loss or corruption of any digital information left or supplied to VG by the Client. It is the responsibility of the Client to create and retain back-ups of all digital information supplied to VG, whether such digital information be supplied on disk, digital memory card, portable hard drive or via electronic transmission (email/FTP etc)

Inkjet Prints – canvas prints produced on the HP5000 using dye inks are not designed for long term display. The manufacturers suggest a life of two years without fading or colour change but this is subject to storage and/or display conditions. Liquid laminate can be applied to the canvas after printing and this will significantly inhibit the effect of UV rays. The Bulldog Ultra laminate used by VG is specifically designed for Inkjet canvas and is manufactured to optically block over 93% of UV light. It also has the advantages of being waterproof, abrasion resistant and flexible. VG accepts no responsibility for changes in the image after delivery, as they have no control over inkjet and storage conditions. VG does offer alternative inkjet print services that guarantee print longevity and durability under correct storage and display conditions – see VG for details.

VG will not be liable for any failure to perform any contract between VG and the Client which is due to any circumstances beyond VG's control including (but not limited to): inability to secure labour, materials, supplies or transport, or scarcity of fuel, power or components (including computer software and hardware), or machine breakdown (including computer, server, ISP network), theft, vandalism, fire, storm, flood, act of God, war, civil disturbance, strikes, lock-outs, or industrial action (of any form).

12. MISCELLANEOUS

Vision Graphics Pty Ltd is a wholly owned and independently operated Australian private business.

The environment - Vision Graphics complies with ALL government environmental regulations. Recycling options are exercised wherever possible.

Vision Graphics Pty Ltd (VG) is committed to observing the National Privacy Principles as set out in the Privacy Amendment (Private Sector) Act 2000 (effective December 2001).