

HEAD OFFICE
369 High Street
Kew VIC 3101
Phone: 1300 229 158
Email: enquiries@regencymedia.com.au
www.regencymedia.com.au



• Australia's Largest Independent CD and DVD Manufacturing Specialists •

TYPE OF CREDIT APPLIED FOR (cross one)

CONSUMER

COMMERCIAL

TERMS OF CREDIT

In the absence of special arrangement (in writing) to the contrary, the Customer agrees to be bound by the Supplier's terms and conditions as printed in its order/invoice. The customer acknowledges having received a copy of such terms and conditions and I have placed my initials where indicated as evidence of same.

Signed:

WARRANTY AND GUARANTEE

IN THE EVENT that the Customer is a Company, the person signing this application HEREBY WARRANTS that he/she is duly authorised by the customer to make this Application AND FURTHER that in the absence of Directors of the Customer providing a written Guarantee to the satisfaction of the Supplier HEREBY GUARANTEES the payment of all monies (including interest, collection fees and legal costs) which may become due by reason of a grant of credit pursuant to this application.

I have read this clause and I have placed my initials where indicated as evident of same:

Signed:

DATE:

SIGNED:	SIGNED:
PRINT NAME:	PRINT NAME:
POSITION:	POSITION:
ADDRESS:	ADDRESS:
WITNESS:	WITNESS:
PRINT NAME:	PRINT NAME:

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**Regency Media Pty. Ltd.
APPLICATION FOR AN ACCOUNT
TERMS AND CONDITIONS****1. GENERAL**

2. These terms and conditions constitute the entire agreement between the Supplier and the Customer relating to the goods ordered by the Customer and the goods ordered and all other products sold by the Supplier are sold on these terms and conditions.

(A) The price shall be the Supplier's price as stated on invoice.

(B) Prices quoted are strictly net and unless credit arrangements satisfactory to the Supplier have previously been made with the customer payment shall be made in full on demand and failing the making of a demand not later than 30 days from date of statement.

(C) If the Customer fails to make payment in accordance with the terms and conditions hereof, or shall fail to comply with any such demand by the Supplier may at its option and without any liability on its part:

(i) treat such failure or refusal as a repudiation of that portion of the contract and of any other existing contracts which it has with the Customer, or;

(ii) resell the goods at any one or more public or private sales at wholesale or otherwise, and recover from the Customer the amount by which the price of the goods under this contract exceeds the amount so received;

(iii) stop production and defer deliveries of any goods purchased hereunder or under any other contract with the Customer, except upon receipt of satisfactory security to it of cash at or before delivery.

(D) At the discretion of the Supplier, interest shall be paid by the Customer on overdue accounts calculated on the daily balances from the day following the date upon which payment shall have been made at the rate of two (2) per cent higher than the rate prescribed under Section 2 of the Penalty Interest Rates Act 1983 and without any demand being necessary. Payments made by the Customer shall be allocated first to the interest and then to unpaid invoices in order in which those invoices were issued by the Customer.

(E) All dishonoured cheques shall incur bank charges for which the Customer shall be liable.

(F) The Supplier may reserve the right at any time to refuse, suspend or withdraw the provision of credit under these terms and conditions to the Customer or to change the credit limit provided to the Customer in the event of breach by the Customer of any term of this Agreement.

3. DELIVERY AND RISK PROPERTY

(A) Property in the Goods does not pass to the Customer until it has paid the purchase price in full.

(B) If goods are sent by Regency Media Pty. Ltd. nominated carrier and method, a nominal fee will be charged on all consignments for handling and delivery costs, as well as Insurance for transit damage.

(C) Until the Customer has paid for the Goods in full, the Customer shall hold the Goods and each of them on a fiduciary basis as bailee for the Supplier. The Customer shall store the Goods (at no cost to the Supplier) and marked in such a way that they are clearly identified as the Supplier's property.

(D) Notwithstanding that the Goods (or any of them) remain the property of the Supplier the Customer may sell or use the Goods in the ordinary course of the Customer's business at full market value. Any such sale or dealing shall be a sale or use of the Supplier's property by the Customer on the Customer's own behalf and the Customer shall deal as principal when making such sales or dealings. The Customer shall keep separate records in relation to the proceeds of the sale of any goods which have not been paid for, bank the proceeds of any such sale into a separate account and immediately submit such funds to the credit of the Supplier.

(E) If the Customer does not pay for any goods on the due date specified herein the Supplier is hereby authorised by the Customer to enter the Customer's premises (or any premises under the control of the Customer or as agent of the Customer if the goods are stored at such premises) and use reasonable force to take possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to the Customer whatsoever. The Customer shall indemnify the Supplier against liability for anything lawfully done in purported performance of the provision of this Clause. The Customer will be liable for all costs whatsoever associated with the exercise of the Supplier's rights under this clause.

4. MASTERS AND PRINTED MATERIAL

Masters and printed material held at the Supplier's premises shall be held at the risk of the Customer and the Supplier shall not be liable for any loss or damage to masters or printed material howsoever occurring.

5. GOODS MANUFACTURED BY SUPPLIER

Where goods are manufactured by the Supplier specifically for the Customer, the Customer shall accept a variation of plus or minus ten (10) per cent in the quantity supplied.

6. CANCELLATION OF ORDERS

No order may be cancelled except with consent in writing and on terms which will indemnify the Supplier against all losses.

7. INSPECTION AND ACCEPTANCE

Upon delivery of the Goods the Customer shall give written notice to the Supplier within forty eight hours of delivery of any non-conformity with description or the terms and conditions of this contract and failure to give such notice shall constitute an irrevocable acceptance of the goods by the Customer.

8. WARRANTY AND LIABILITY OF SUPPLIER

(A) Supplier's usual written warranty shall apply in respect of Goods.

(B) If the Goods are not of the kind ordinarily acquired for domestic or household use the liability of the Supplier for breach of any condition or warranty implied by the Trade Practices Act 1974 (other than Section 69) shall be limited to one of the following at Supplier's option:

(i) the replacement of the goods or supply of equivalent goods; or

(ii) the repair of goods; or

(iii) the payment of the cost of replacing the goods or the acquiring equivalent goods; or

(iv) the payment of having the goods repaired.

(C) To the full extent permitted by law all other warranties or liabilities imposed or implied by law or by statute are expressly negated.

(D) The Customer shall assume all risk and liability resulting from the use of the Goods either alone or in conjunction with other goods and materials even if the Supplier had or should have had knowledge of the use to which the goods would be put.

(E) To the maximum extent permitted by law, the Supplier is not liable to the Customer or any other person for any physical or financial injury, loss or damage or consequential loss or damage of any kind, whether to person or property, arising out of the supply of the Goods, or arising out of the company's negligence in any way.

9. WARRANTY AND INDEMNITY BY CUSTOMER

The Customer warrants to the Supplier that the Customer has copyright in the works of reproduction and that the Supplier shall not be in breach of any third party's copyright or any other intellectual property rights by carrying out any reproduction as ordered by the Customer. The Customer hereby indemnifies the Supplier against all actions, suits, claims and demands made against the Supplier by any Third Party for any alleged infringement or breach of copyright or any intellectual property rights such indemnity to include all legal costs (on a Solicitor/Client basis).

10. VARIATION TO TERMS AND CONDITIONS

The Supplier shall have the right at any time to vary these terms and conditions agrees to be bound by such varied terms and conditions in respect to any transactions entered into after the date of such varied terms being notified to the Customer by the Supplier. For the purpose of giving notice as to variations of terms and conditions the Supplier may give such written notice by forwarding to the Customer's business address by pre-paid post a notice specifying the varied terms and conditions.

11. FORCE MAJEURE

If by reason of any fact, circumstance, matter or thing beyond the reasonable control of the Supplier, the Supplier is unable to perform in whole or in part any obligation hereunder, the Supplier shall be relieved of that obligation hereunder to the extent and for the period that it is so unable to perform and shall not be liable to the Customer in respect of such inability.

12. COLLECTION EXPENSES

All expenses, including any legal costs and disbursements on a Solicitor/Client basis, incurred in the collection of overdue accounts will be payable in full by the Customer.

13. GOVERNING LAW

This agreement shall be governed and construed in accordance with the laws for the time being in force in the State of Victoria and the parties hereto hereby submit to the jurisdiction of the Courts of exercising jurisdiction in this state.

14. SAFETY OF GOODS

The Suppliers goods are manufactured to high standards but no goods are failsafe. The Purchaser must therefore do all such things to protect the goods including but not limited to providing failsafe storage systems for the good.

PRIVACY ACT 1988

PLEASE READ THE FOLLOWING CAREFULLY

- (1) REGENCY MEDIA Pty. Ltd. (ABN 60 006 495 414) shall hereinafter be referred to as the CREDIT PROVIDER.
- (2) The Applicant/s hereby acknowledge that they have been informed by the CREDIT PROVIDER that personal information about them may be disclosed to or acquired from a credit reporting agency.
- (3) The Applicant/s hereby acknowledge that they have been informed that personal information about them may be disclosed by the CREDIT PROVIDER to a credit reporting agency.
- (4) The Applicant/s hereby agree that the CREDIT PROVIDER may contact any trade references or other credit references at any time whether now or in the future for the purpose of assessing credit worthiness.
- (5) The Applicant/s hereby agree to the CREDIT PROVIDER receiving from any other credit provider any credit information whether by way of report record or otherwise relating to credit worthiness for the purposes of exchange of information, assessing credit worthiness and notification to default at any time whether now or in the future.
- (6) The Applicant/s hereby agree to the CREDIT PROVIDER obtaining from a credit reporting agency a credit report on them for the purposes of assessing the credit application and the applicant/s further consent to the CREDIT PROVIDER obtaining such reports from time to time for the purpose of assessing credit worthiness during the continuance of credit provision.
- (7) The Applicant/s hereby agree to the CREDIT PROVIDER obtaining from a business which provides credit information a report or information in relation to my/our commercial credit worthiness or commercial dealings and using such information for the purposes of assessing this application for credit.
- (8) The Applicant/s hereby agree that in the event of default of payment of my/our debts that the CREDIT PROVIDER may disclose information relating to my/our account to its collection agency for the purpose of receiving any or all amounts outstanding.

FULL TRADING NAME:

ADDRESS:

SIGNATURE:

DATE:

This credit application can not be considered unless this section is signed