



2A Viking Court Cheltenham VIC 3192
 Email: info@perfectimageimports.com

Tel: (03) 9038 8855 Fax: (03) 9077 4047
 ABN: 43 116 524 933

Commercial Credit Application
For a 30 Day Credit Account – First Order Is To Be Paid C.O.D.

Applicant's Full Name:		ACN:
Trading Name:		ABN:
Type of Entity: <input type="checkbox"/> Company <input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership		
Business Address:		Post Code:
Telephone Number: ()	Fax Number: ()	
Mobile Number:	E-Mail:	
Contact Person:	Accounts Payable Contact:	

INDIVIDUALS INVOLVED (please tick) Directors Proprietors Partners

Full Name:	Phone:
Residential Address:	

Full Name:	Phone:
Residential Address:	

Full Name:	Phone:
Residential Address:	

TRADE REFERENCES: (include credit providers)

Business Name & Contact Person:	Phone No:
Business Name & Contact Person:	Phone No:
Business Name & Contact Person:	Phone No:

FINANCIAL DETAILS:

Bank Name:	Branch:
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Accountant's Name:	
Address:	Phone No:

I have read and understood the Perfect Image Imports terms & conditions of sale as attached and agree to adhere to them. I attest that I have the authority to sign on behalf of the above legal entity. I authorize Perfect Image Imports to do a credit check and make all necessary enquiries in relation to my application.	CREDIT LIMIT REQUIRED: \$
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NAME:	SIGNATURE:	DATE:
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PLEASE RETURN COMPLETED FORM TO:
2A Viking Court , Cheltenham VIC 3192. OR Fax to: (03) 9077 4047



TERMS & CONDITIONS

Perfect Image Imports & the stated Customer ("the Customer") HEREBY AGREES that the goods &/or services as described in the orders submitted to or issued or accepted by Perfect Image Imports ("the order") shall be upon the following terms & conditions:

1. All prices are subject to change without notice. Prices quoted do not include federal or state taxes, charges or impost of any kind & these will be added to prices wherever applicable. If any goods & services tax ("GST") is payable by Perfect Image Imports on goods &/or services supplied, the price of those goods &/or services stated in the invoice represents their value &, when paying for those goods &/or services, the Customer must also pay Perfect Image Imports the amount of the GST payable upon supply of the goods & services. All orders will be invoiced at prices in effect on the date of delivery. All orders will incur a delivery charge applicable at the date of delivery.
2. In consideration of Perfect Image Imports agreeing to provide the goods &/or services to the Customer, the Customer will pay the total price set out in the invoice in the manner & time stated therein.
3. Any cancellation by the Customer of an order requires Perfect Image Imports to receive notice of cancellation in writing from the Customer within seven (7) days of placing the order & will not be accepted on specially made goods.
4. Perfect Image Imports hereby reserves the right at any time to make such alterations to the specification, design or construction of goods as it shall at its own discretion deem fit, provided always that goods shall remain of merchantable quality & sufficient for the purposes of the Customer if the Customer shall have informed Perfect Image Imports of that purpose. All illustrations, drawings & the like issued by Perfect Image Imports or contained in its catalogues, price list, advertisements or any other publications must be regarded as approximate representations only & no responsibility can be accepted for their accuracy.
5. The supply of goods or transfer of ownership of goods shall confer upon the Customer any rights in respect of any intellectual property comprised in the goods. At all times Perfect Image Imports trade marks appearing on the goods or otherwise shall remain the property of Perfect Image Imports.
6. Ownership of goods shall not pass to the Customer until the Customer has paid to Perfect Image Imports, all that is owing in relation to those goods. Until such payment, the Customer shall retain custody of the goods as fiduciary agent of Perfect Image Imports. Any right to bind Perfect Image Imports to any liability to any third party by Contract or otherwise is expressly negated. In the event of resale of goods, the customer remains accountable to Perfect Image Imports as fiduciary agent until all monies owing to Perfect Image Imports in relation to those goods have been paid. The customer must account to Perfect Image Imports for the price of the goods once the goods are sold & the proceeds of the sale received. The Customer may not without Perfect Image Imports prior written consent install the goods on a third party's premises unless the Customer first advises the third party in writing that the goods remain the property of Perfect Image Imports until payment has been received by Perfect Image Imports of all that is owing in relation to the goods.
7. Perfect Image Imports warrants the quality of its goods against defects in material & workmanship for a period of twelve (12) months (hereinafter called "the warranty period") from the date of delivery to the Customer. Perfect Image Imports liability is subject to the following conditions:-
 - (a) Such warranty shall be, at Perfect Image Imports option, to refund the purchase price, repair or replace the goods or those we parts of the goods manufactured or supplied by Perfect Image Imports and which are, within the warranty period, found to Perfect Image Imports satisfaction to be defective either because of faulty workmanship or the use of defective material on the part of Perfect Image Imports. In the event that this Contract relates to the provision of services Perfect Image Imports liability shall be limited to the supply of the services again or the payment of having the services supplied again.
 - (b) Perfect Image Imports shall not be liable hereunder unless the Customer submits to Perfect Image Imports a written report describing the defect & such report is received by Perfect Image Imports within the warranty period.
 - (c) Perfect Image Imports servants, agents, employees & consultants shall be entitled to enter on the Customer's premises to inspect & test the alleged defective goods.
 - (d) Perfect Image Imports shall not be responsible for dismantling or re-assembling any equipment of which the goods to be repaired or replaced by Perfect Image Imports are a constituent part nor for any charges in the connection therewith.
 - (e) Any liability on the part of Perfect Image Imports shall be conditional on the goods having, since the date of delivery, been properly used, maintained, stored & housed & no repairs or alterations thereon having been carried out without Perfect Image Imports consent in writing.
 - (f) This clause is no substitution for & excludes all expressed or implied (whether by statute or otherwise) conditions, warranties or obligations of any kind relating to fitness quality or workmanship. Save as expressly provided in these terms & conditions of sale Perfect Image Imports shall not be liable to the Customer or to the Customer's servants, agents or contractors for any direct, indirect, incidental or consequential loss or damage of any nature howsoever caused (whether based in contract, tort or otherwise) including but not limited to loss of profits, loss of production, loss of sales opportunity, loss of business reputation, direct or indirect labour costs & overhead expenses & theft damage to equipment or property or any other claim whatsoever arising directly or indirectly out of or in any way attributable to the execution & performance of this contract. The Customer shall as a separate & distinct obligation indemnify Perfect Image Imports & its servants &

agents against all actions, proceedings & claims in relation to any injury, loss of life or damage to any property or financial or other consequential loss or injury expense or damage from any cause whatsoever directly or indirectly out of or in any way attributable or incidental to the execution or performance of this Contract.

- (g) Perfect Image Imports shall be under no liability whatsoever whether in contract, tort or otherwise for delay or failure in executing an order for whatever reason, nor for any loss or damage arising out of any such delay or deliveries.
8. Goods are not to be returned except with Perfect Image Imports prior consent & shall be accompanied by a copy of the invoice & in any event no later than thirty (30) days after delivery unless approved by Perfect Image Imports prior to return. Credits will be issued on the basis of inspection & acceptance by the company. A handling charge will apply to returned goods. Specially manufactured goods will not be accepted for return. Acceptance by Perfect Image Imports of returned goods should not & shall not be deemed to be evidence of any agreement to cancel an order nor an admission of any defect in such goods. In the event that Perfect Image Imports consent to return of goods, the goods must be returned within seven (7) days of such consent having been given.
9. If the Customer:-
- (a) fails to pay for the goods &/or services at the times hereinbefore provided for payment or is otherwise in breach of this or any other contract between Perfect Image Imports & the Customer;
 - (b) causes it's account to exceed any credit limit allotted to it by Perfect Image Imports;
 - (c) being an individual, is declared or commits an act of bankruptcy, enters into an arrangement or composition with it's creditors, signs an authority under Part IX or Part X under the Bankruptcy Act or any execution is levied against his property; or
 - (d) being a corporation, suffers the appointment of a controller or administrator, winding up proceedings are initiated against it or any execution is levied against it's property;
- Perfect Image Imports may:-
- i. terminate or suspend any work it has commenced which is the subject of any other contract for goods &/or services between Perfect Image Imports & the Customer;
 - ii. cancel this contract & any other contract for goods &/or services aforesaid;
 - iii. treat this & any other contract for the goods &/or services aforesaid as having been repudiated by the Customer;
 - iv. recover by way of liquidated damages any unpaid sum;
10. The Customer acknowledges that once the order has been submitted by the Customer or issued by Perfect Image Imports, the Customer will be liable for the cost of such goods &/or services irrespective of whether the order is cancelled by the Customer (other than cancellation in accordance with Clause 4 herein) or is terminated, suspended or cancelled by Perfect Image Imports pursuant to Clause 11 hereof & irrespective of whether all or any part of the goods &/or services have been completed.
11. Failure by Perfect Image Imports to observe the terms of the Contract arising from causes beyond Perfect Image Imports control shall not be deemed a breach of the Contract. Causes beyond Perfect Image Imports control shall include strikes, lockouts, shortage of labour, civil commotion, riot, war, threat or preparation for war, fire accidents, flood, government acts or requirements, explosion, sabotage, storm, earthquake, fog subsidence, pestilence, epidemic, breaking off of diplomatic relations, machinery breakdown, failure of plant or the inability to obtain suitable raw material, equipment parts, fuel, power or transportation.
12. These terms & conditions shall govern & control all dealings between Perfect Image Imports & the Customer in respect of the sale of Perfect Image Imports goods &/or services to the Customer. No waiver, alteration or modification of these terms & conditions whether on the Customer's purchase order or otherwise shall be valid unless it is in writing & signed by an authorised officer of Perfect Image Imports.
13. The Customer acknowledges that whilst Perfect Image Imports shall use it's best endeavour to suggest suitable products to the Customer, the Customer bears the sole responsibility for selection of products purchased & Perfect Image Imports shall be under no liability whatsoever, whether in contract, tort or howsoever otherwise for any suggestions made by it. The Customer further acknowledges that no person whether servant or agent of Perfect Image Imports or otherwise has made or given any guarantee, representation, statement or warranty whether verbally or otherwise which may have induced the Customer to enter into a contract & the Customer will not make any claim on Perfect Image Imports in respect of any consequential damages or losses purportedly flowing from the breach or non-observance of such guarantee, representation, statement or warranty.
14. If the Customer is a corporation, the Customer shall procure at the request at any time of Perfect Image Imports all of it's directors to execute joint & several guarantees of the performance by the Customer of it's obligations to Perfect Image Imports in the form of the standard Guarantee then used by Perfect Image Imports.
15. Perfect Image Imports reserves the right to alter or amend these terms & conditions from time to time.