



A DIVISION OF GURU CORPORATION PTY LTD

CREDIT ACCOUNT APPLICATION

Please complete all sections and read the Terms and Conditions overleaf

DATE: _____ CUSTOMER'S TRADING NAME: _____

CUSTOMERS FULL or LEGAL NAME: _____

PHONE: _____ FAX: _____

MOBILE: _____ EMAIL: _____

ABN: _____ DATE BUSINESS COMMENCED: _____

REGISTERED ADDRESS: _____

DELIVERY ADDRESS: _____

POSTAL ADDRESS: _____

PURCHASING CONTACT NAME: _____

PHONE: _____ EMAIL: _____

ACCOUNTS PAYABLE CONTACT: _____

PHONE: _____ EMAIL: _____

REQUESTED CREDIT LIMIT: _____

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

FULL NAME: _____ FULL NAME: _____

HOME ADDRESS: _____ HOME ADDRESS: _____

HOME PHONE: _____ HOME PHONE: _____

Guru Labels
A division of Guru Corporation Pty Ltd
PO Box 3595, Tuggerah NSW 2259. Phone: (02) 4353 9660, Fax: (02) 4353 9466
Email: sales@gurulabels.com.au or admin@gurulabels.com.au Web: www.gurulabels.com.au
ABN: 83 096 593 092

TRADE REFERENCES (three (3) required)

1. BUSINESS NAME: _____

ADDRESS: _____

PHONE: _____

FAX: _____

2. BUSINESS NAME: _____

ADDRESS: _____

PHONE: _____

FAX: _____

3. BUSINESS NAME: _____

ADDRESS: _____

PHONE: _____

FAX: _____

HAVE YOU HELD A GURU ACCOUNT PREVIOUSLY? YES NO

IF SO, UNDER WHAT NAME _____

I certify that the above information is true and correct and that I am authorized to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Guru Corporation Pty Ltd T/A Guru Labels which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorize 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 Customer I shall be personally liable for the performance of the Customer's obligations under this contract.***

FULL NAME: _____

POSITION HELD; _____

SIGNED: _____

DATE: _____

Guru Corporation Pty Ltd T/A Guru Labels – Terms and Conditions of Trade

1. General

The Company shall mean Guru Corporation Pty Ltd through any or all of its operating divisions. **The Customer** shall mean the addressee of this documentation, quotation or order form. **Goods** shall mean all goods (including services) supplied to the Customer by the Company.

These conditions (which shall only be waived in writing signed by Guru Labels) shall prevail over all conditions of the buyer's order to the extent of any inconsistency.

These conditions shall be governed by the law of the State of New South Wales, and the parties hereby submit to the jurisdiction of the courts of New South Wales for the resolution of any dispute in relation to these conditions of sale.

Quotations

Unless otherwise stated in writing, the Company's tender or quotation will be valid for a specified period. Where the costs of goods increase through circumstances beyond the company's control, a quotation's validity shall be renegotiated in writing.

2. Goods and Services Tax

GST will be charged, where applicable, at the ruling rate as set down by the Australian Taxation Office

3. Delivery

Availability of stock will be subject to the company's receipt of materials and/or suppliers conditions. Every endeavour will be made to complete delivery within the period stated but no liability can be accepted in regards thereto. Unless otherwise negotiated, the Company will not accept cancellation of an order once it has been officially placed by way of customer signature. The company shall not be held liable for consequential damages arising out of late delivery or non delivery of any kind arising out of external delivery services provided by third parties.

4. Return of Goods

Goods to be returned to the Company, for any reason whatsoever, must have prior arrangement accepted by the Company. Claims must be made within 30 days of delivery of goods. Unless such prior arrangements are made, the Company will not accept responsibility or liability for goods returned, unless such obligation is imposed by law.

5. Rights in Relation to Goods

The Company reserves the following rights in relation to the goods until all accounts owed by the Customer to the Company are fully paid:

1. Legal ownership of all goods;
2. To enter the customer's premises (or the premises of any associated company or agent where the goods are located) without liability for trespass or any resulting damage and retake possession of the goods; and
3. To keep or resell any goods repossessed pursuant to (2) above;

If the goods are resold, or products manufactured using the goods are sold by the Customer, the Customer shall hold such part of the proceeds of any such sale as represents the invoice price of the goods sold or used in the manufacture of the goods sold in a separate identifiable account as the beneficial property of the Company and shall pay such amount to the Company upon request.

Notwithstanding the provisions above the company shall be entitled to maintain an action against the Customer for the purchase price and the risk of the goods shall pass to the Customer upon delivery.

6. Payments of Accounts

The Customer agrees to pay the Company the purchase price of goods within **30 days from the date of the invoice** unless other payment terms have been negotiated and agreed to in writing by Guru Labels. Where the Customer fails to pay the Company when monies are due and payable, beyond normal trading terms, all estimated contingency costs associated with debt collection and recovery of goods will be passed onto the Customer.

7. Permissions

The Customer gives permission for Guru Labels to

1. Obtain a report on the credit worthiness of the customer;
2. Contact the customer's trade references with questions pertaining to credit worthiness