

All fields are required to process your application

PRIVATE COMPANY PUBLIC COMPANY SOLE TRADER PARTNERSHIP TRUSTEE CO

LEGAL NAME: _____

TRADING NAME (IF DIFFERENT): _____

ABN: _____ ACN: _____

REGISTERED ADDRESS: _____

INVOICE ADDRESS: _____

DELIVERY ADDRESS: _____

PH: _____ EMAIL: _____

DATE BUSINESS COMMENCED: _____

FULL NAMES & PRIVATE ADDRESSES OF PROPRIETORS/DIRECTORS/PARTNERS:

1. _____ PH: _____

2. _____ PH: _____

3. _____ PH: _____

TRADE REFERENCES:

1. COMPANY: _____ EMAIL: _____

2. COMPANY: _____ EMAIL: _____

3. COMPANY: _____ EMAIL: _____

BANK (BRANCH AND ACCOUNT NO.): _____

ESTIMATED SPEND: \$ _____ / MONTH

SALES REPRESENTATIVE: _____

CONTACT FOR ORDERS: _____ PH: _____ EMAIL: _____

CONTACT FOR ACCOUNTS: _____ PH: _____ EMAIL: _____

OFFICE USE ONLY

RESELLER:

APPROVED:

DATE:

SIGNATURE:

These terms and conditions of supply (Terms) apply to any agreement for the supply of goods and services by entities within the Peacock Bros. Group (Peacock Bros) (including Peacock Bros Pty Ltd, PB Enterprise Mobility Solutions Pty Ltd, Peacock Bros WA Pty Ltd, Image Technology Group Pty Ltd, and Label HQ Pty Ltd) to the customer named in a quotation or purchase order or confirmation (Customer). These terms are the only terms applicable to the supply of the goods and/or services by Peacock Bros unless a duly authorised representative of Peacock Bros puts forward and expressly accepts in writing alternative terms.

BASIS OF ENGAGEMENT**1. Service Requests, Orders & Quotations**

Service requests and orders (purchase orders) are to be submitted in the form and manner required by Peacock Bros. Peacock Bros will provide a quote prior to accepting a final purchase order. Peacock Bros reserves the right not to accept a purchase order. The Customer warrants that only authorised persons are able to place a final purchase order.

Quotations are valid for acceptance for 30 days from the date of the quotation. Quotations may be withdrawn or varied by Peacock Bros at any time prior to acceptance. In respect of labels or flexible packaging produced, stated volumes for goods are subject to a tolerance of 10% (over or under) with pricing to be adjusted accordingly based on actual volumes supplied. Quotations are scoped and priced based on goods or services descriptions and are taken to be complete. Ancillary or incidental goods or services not included in a quotation will not be provided, unless agreed between the Customer and Peacock Bros at the time of supply. Out-of-scope goods or services will be invoiced separately at or prior to delivery. If a quotation is based on assumptions which prove to be incorrect, Peacock Bros may withdraw the quotation or reprice the quotation and charge an additional amount reflective of the additional costs at the time of providing the goods or services. The Customer agrees that any repriced quotation is reasonable and reflects value for money. The Customer warrants that only authorised persons may accept a repriced quotation.

If installation is required for any goods, the Customer must ensure the location is suitable for the goods, including that there is sufficient space. If the location for installation of hardware changes Peacock Bros may terminate these Terms without notice or charge additional fees based on a variation to the quotation. The Customer must notify Peacock Bros in writing if it intends to change the location for installation.

Unless otherwise specified, all prices are expressed as an amount in Australian dollars including GST. Purchase orders may only be cancelled with the written approval of Peacock Bros. Peacock Bros reserves the right to require a deposit to be paid upon its acceptance of a purchase order.

2. Parts

If specific goods or parts are required, the Customer agrees to advise Peacock Bros of any specifications regarding the brand or manufacturer. The Customer is liable for any direct or indirect loss, expense, damage or liabilities (or actions that may be asserted by any third party) that may result from use of that brand or manufacturer. If no specifications are made by the Customer, Peacock Bros will select the brand or manufacturer for parts. The Customer does not rely on Peacock Bros to make that selection and agrees that Peacock Bros is authorised to substitute comparable parts, based on manufacturer specifications. Peacock Bros is not liable for any waiver or voidance of manufacturer warranties under this clause.

3. Payments

Payments by the Customer under these Terms must be made within 30 days from the end of the month in which the invoice was issued, or as agreed by the parties in writing. No payment will be deemed to have been received until Peacock Bros has received cleared funds and all payments must be made without any deduction by set-off or counterclaim. Interest on all outstanding moneys will accrue at a rate of 2% per month and accrued interest will compound monthly. The Customer is liable for all expenses incurred by Peacock Bros in collecting all invoiced amounts and other amounts payable under these Terms, including, but not limited to, all legal expenses on a full indemnity basis.

GOODS

4. Packaging, Collection & Delivery

The price in any quotation includes Peacock Bros standard packaging. The cost of any special packing requested or required by the Customer, or deemed necessary by Peacock Bros, is payable by the Customer and may be subject to a separate invoice. Goods may be stored or warehoused with the prior agreement of Peacock Bros at an agreed rate or fee. Goods which are not collected within 7 days of the agreed storage term will be treated as abandoned, and destroyed or restocked, at Peacock Bros' option, at the Customer's expense.

If agreed by Peacock Bros, the Customer may collect goods from Peacock Bros, at a location and time directed by Peacock Bros. The collection of goods is subject to the Customer complying with and accepting terms, including additional costs, prescribed by Peacock Bros from time to time for the collection of goods. If Peacock Bros agrees to deliver goods, Peacock Bros will arrange for delivery. Any freight charges will be invoiced at cost at time of final purchase order to the Customer. Peacock Bros will use its reasonable endeavours to dispatch the goods within 15 days of final purchase order, subject to stock availability. The Customer agrees this may vary for custom goods. Peacock Bros will not be responsible for any loss (including incidental or consequential loss) or damage arising from delay to delivery nor for any failure to deliver the goods.

The Customer must provide reasonable means of access to and from the place of delivery and any necessary equipment and labour to facilitate the efficient delivery and unloading of goods. Any pallets or similar items owned or used by Peacock Bros in despatching or collecting the goods must be returned upon request to Peacock Bros by the Customer in the same condition at the Customer's expense.

5. Second-hand & On-sell Goods

For goods that are known and agreed to be second-hand or on-sell, the Customer agrees and accepts that the goods are supplied on an 'as is' basis. Peacock Bros makes no representation as to the compatibility, quality, condition or state of the goods. The Customer must review any manufacturer specifications or statements. Peacock Bros does not verify manufacturer specifications or statements, and cannot confirm that the goods conform to manufacturer specifications or have not been modified. Modifications may result in manufacturer warranties being voided or voidable. To the extent permitted by law, all warranties except applicable manufacturer warranties are excluded. Subject to clause 15, the Customer may not make a claim for a defect against Peacock Bros under clause 6 and indemnifies and holds Peacock Bros harmless for any such claim.

6. Acceptance, Variations & Claims

Within 14 days of delivery, installation or collection, the Customer must notify Peacock Bros in writing of any defect or claim regarding the goods, with full details of the claim, in the absence of which, the Customer is deemed to agree that the goods conform to these Terms.

Peacock Bros may refuse to accept any goods which are returned. If hardware or third-party software is returned or order cancelled after acceptance, a 15% fee must be paid by the Customer to Peacock Bros within 7 days after return or cancellation. If the goods are returned in an unsaleable condition, the Customer must pay the cost of returning the goods to a saleable condition or in the instance the goods are unable to be returned to their original state, the Customer will pay the full amount of the goods provided.

If the supply is subject to additional terms regarding testing or compliance, this clause is to be read subject to those terms.

7. Proofs for Labels and Flexible Packaging

Unless a repeat order, proofs for labels and flexible packaging will be provided to the Customer prior to Peacock Bros accepting a final purchase order. Proofs will be, at Peacock Bros' option, a press test or sample. Unless otherwise agreed, first proofs are charged at \$120 ex GST, and then \$30 ex GST thereafter for Customer corrections. On submitting a final purchase order and approving the proof the Customer acknowledges that the goods are compliant with the purchase order made, and suitable for the Customer's needs. Peacock Bros need not confirm the purposes and requirements for goods.

Images and artwork for proofs must be provided in the form and manner directed by Peacock Bros. The Customer warrants that it is the owner or licensed user of any image, sample or artwork that it provides to Peacock Bros. Peacock Bros is granted a licence to use the Customer's image or artwork for purposes related to these Terms. The Customer warrants that any image, sample or artwork it provides to Peacock Bros will not infringe the intellectual property or moral rights of a third party.

8. Samples & Measures

Product samples are for illustrative purposes only. Goods are not sold on a "sale by sample" basis and the Customer should refer to third party manufacturer specifications or product listings for specifications and tolerances. For goods that are labels, Peacock Bros may determine the grade, mass, and other specifications of the goods without the need for consultation and/or verification. For goods that are flexible packaging, Peacock Bros relies on the judgement and direction of the Customer, and Peacock Bros makes no representation as to the suitability, quality, tolerances or application of the goods or other requirements to ensure compliance with applicable standards or regulations governing the use of the goods.

The Customer must ensure that all information provided is accurate and complete. Peacock Bros will not verify the accuracy of any information provided. The Customer may not return or make a claim (including claiming a replacement) for goods which conform to the final purchase order or which utilised stock within manufacturer specifications.

9. Installation of Hardware

Peacock Bros will supply and install applicable hardware at the Customer's address unless otherwise specified in a purchase order. Quotations for hardware, including installation, are subject to variation with 30 days' written notice if additional charges are incurred. The Customer should refer to third party manufacturer specifications to assess if the hardware is suitable for the Customer's purpose. The Customer may not return or make a claim under these Terms (including claiming a replacement) for hardware which conform to the final purchase order.

10. Risk & Title

Peacock Bros remains the legal and beneficial owner of the goods until payment in full of all amounts payable by the Customer to Peacock Bros under these Terms. Goods are stored and delivered at the sole risk of the Customer and the risk of any loss or damage to or deterioration of the goods, however caused, will be the responsibility of the Customer. The Customer releases Peacock Bros from any liability arising from storing or delivering the goods.

11. Personal Property Securities Act

Any word or expression defined in the Personal Property Securities Act 2009 (Cth) (PPS Act) has the same meaning in these Terms.

The Customer grants Peacock Bros a security interest in all goods supplied by Peacock Bros and any proceeds in the goods supplied and all the Customer's present and future rights in those goods and any proceeds as security for payment of all amounts the Customer owes Peacock Bros.

Peacock Bros may register its security interest on the Personal Property Securities Register (PPSR) in order to perfect its security interest. To the extent permitted by law, the security interest granted to Peacock Bros may be registered as a purchase money security interest in relation to the goods and the proceeds of the goods. The Customer must provide Peacock Bros with all assistance reasonably required for Peacock Bros to register the security interest. The lack of registration of this agreement as a security interest on the PPSR does not affect its enforceability against the Customer.

To the extent permitted by law, the following sections of the PPS Act do not apply to this agreement: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4) and 135. To the extent permitted by law, the Customer waives its right to receive a copy of the verification statement confirming registration of a financing statement or financing change statement relating to the security interest granted under these Terms.

Where goods or their proceeds are mixed with other goods supplied by other persons or their proceeds or are converted, the Customer grants Peacock Bros a security interest in the mixed or converted goods or their proceeds to the value of the goods that Peacock Bros has supplied to the Customer but which have not yet been paid for by the Customer.

If a third party has registered a security interest that has priority over the goods or their proceeds, the Customer must at its own cost arrange for the third party to enter into a deed of priority with Peacock Bros to give Peacock Bros' security interest in the goods and their proceeds first priority.

Peacock Bros. Pty Ltd

Phone: (03) 9567 1900
Website: peacocks.com.au
Email: reception@peacocks.com.au

ABN: 55 004 073 027
Address: 11-13 Stamford Road, OAKLEIGH VIC 3166

SERVICES**12. Services**

Peacock Bros will provide the services during the term specified in and in accordance with a purchase order (subject to the Customer's compliance with these Terms and any event beyond Peacock Bros' control).

The services will not include normal operator functions; the provision of supply items (including cassettes, thermal heads, type elements, ribbons); painting or refurbishment; relocating, removing or reinstalling hardware, or the adding or removing of accessories attachments or devices; electrical work external to the hardware; services relating to accessories, attachments and other devices or consumables not supplied by Peacock Bros.

13. Service Charges, Acceptance & Claims

Services will only be provided within an agreed scope of a service request and will not include services which are the responsibility of the Customer or a third party. Peacock Bros is not required to advise on, recommend or provide services which are not included in a quotation. Services not covered by a quotation will be invoiced on completion of the services. If the Customer considers there is a defect or claim, full details must be provided within 14 days of delivery or service, in the absence of which, the Customer is deemed to agree that the service conforms to these Terms. If an item is taken off-site by Peacock Bros for servicing, although Peacock Bros will take reasonable steps to avoid loss or damage to the Customer's property, such property remains at the Customer's risk and the Customer must not make a claim for loss or damage against Peacock Bros and indemnifies and holds Peacock Bros harmless for any such claim.

14. Access

The Customer must provide Peacock Bros with reasonable assistance and access to the equipment so that Peacock Bros can provide services.

GENERAL**15. Warranties**

To the fullest extent permitted by law, no warranty, condition, description or representation on the part of Peacock Bros is given or implied or has been given or is to be implied from anything said or written in the negotiations between the parties or their representatives.

16. Liability

In this clause:

- (a) "Australian Consumer Law" means schedule 2 of the Competition and Consumer Act 2010 (Cth) and any equivalent state or territory legislation;
- (b) "Consumer Guarantee" means a right or guarantee the Customer may have under the Australian Consumer Law or other rights in relation to the supply of goods or services (such as terms implied into a contract) that cannot lawfully be excluded; and
- (c) "Consequential Loss" means includes loss of profits, revenue, production, opportunity, goodwill, reputation, use, interest, anticipated savings or contract (whether direct, indirect or consequential) and any other loss, damage or cost incurred that is indirect or consequential (whether the same or different to the types of losses before listed).

With the exception of Consumer Guarantees, Peacock Bros excludes:

- (a) any term, condition or warranty that may otherwise be implied into these Terms;
- (b) any liability for loss or damage incurred as a result of or in connection with the negligence of Peacock Bros; and
- (c) any liability for Consequential Loss.

Subject to the provision below, the liability of Peacock Bros in respect of any breach of or failure to comply with any Consumer Guarantee is limited to the following:

- (a) in the case of goods, to:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; and
- (b) in the case of services, to:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

The liability of Peacock Bros in respect of a breach of or a failure to comply with a Consumer Guarantee will not be limited in the way set out in the provision above if:

- (a) the goods or services supplied are goods or services 'of a kind ordinarily acquired for personal, domestic or household use or consumption', as that expression is used in section 64A of the Australian Consumer Law;
- (b) it is not 'fair or reasonable' for Peacock Bros to rely on such limitation in accordance with section 64A(3) of the Australian Consumer Law; or
- (c) the relevant Consumer Guarantee is a guarantee pursuant to sections 51, 52 or 53 of the Australian Consumer Law.

17. Indemnity

The Customer agrees to indemnify and holds Peacock Bros (and its officers, agents, contractors and employees) harmless from and against and pay on demand:

- (a) any entitlement the Customer or a third party has to Consequential Loss (as defined in clause 16) in connection with the goods or services;
- (b) any claim concerning personal injury or death in respect of the services or the goods or use/storage/delivery of the goods, or the Customer's failure to operate and use goods in accordance with operating procedures, industry practice or other specifications or tolerances set or recommended by a manufacturer or Peacock Bros; and
- (c) any cost, expense, loss or damage arising from:
 - (i) any delay in or inability of Peacock Bros to provide goods or services, including by reason of an event beyond the control of Peacock Bros;
 - (ii) any use or integration of the goods or services with other items such as consumables, accessories, attachments or devices not supplied by Peacock Bros or which do not meet specifications or tolerances set by or recommended by a manufacturer or Peacock Bros;
 - (iii) any wilful or negligent damage, alteration or interference by the Customer or third parties (including a data breach, unauthorised access or other interference inconsistent with requirements notified by Peacock Bros or data security requirements under the Privacy Act 1988 (Cth));
 - (iv) any failure of power supplies to the goods or any external electromagnetic interference or any failure of air conditioning and humidity control, telecommunications or like equipment;
 - (v) any service performed or supply made by a person other than Peacock Bros; or
 - (vi) any breach of these Terms by the Customer (including legal costs on a fully indemnity basis).

Each indemnity is a continuity indemnity.

18. General

Unless otherwise agreed or provided for in these Terms or a Purchase Order, all taxes and duties on the goods or services supplied will be borne by the Customer. Information will be collected, used and stored in accordance with the Peacock Bros' privacy policy, available at <<https://www.peacocks.com.au/general/privacy-policy>>. The Customer should, for its own safeguard, consult data sheets and relevant codes of practice with regard to adequate safety and environmental standards that relate to all goods supplied by Peacock Bros.

Reasonable efforts must be used by the parties to resolve any dispute which arises in connection with these Terms, in good faith, before commencing any legal proceedings. Where the parties agree that it may be beneficial, the parties will seek to resolve the dispute through mediation.

The Customer must not, without the written consent of Peacock Bros, assign, sub-licence, encumber or deal with in any way the benefit of these Terms. Peacock Bros may subcontract all or part of its rights and responsibilities under these Terms or any purchase order. If the Customer defaults in payment of any amount owed by the Customer to Peacock Bros, becomes insolvent or bankrupt, goes into liquidation, appoints a receiver or manager or enters into any arrangement with creditors, Peacock Bros may cancel or suspend the delivery of goods or services and/or enter any premises where goods are stored for the purposes of recovering possession, for retention or resale. Timing for delivery may be extended in the event of any circumstances beyond Peacock Bros' control for a reasonable period determined by Peacock Bros.

Peacock Bros. Pty Ltd

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All costs and expenses incurred by Peacock Bros in connection with the exercise of its rights under these Terms are payable by the Customer on demand on a full indemnity basis. The Customer authorises Peacock Bros to conduct credit checks prior to accepting any final order. Peacock Bros may, as a condition of supply, request a guarantee for the Customer in respect of any goods or services provided on account.

These Terms are governed by and construed in accordance with the laws applicable in the State of Victoria, Australia.

Signature: _____ **Date:** _____

Print Name: _____

Company: _____

Position Held: _____

TO: Peacock Bros Pty Ltd
ABN 55 004 073 027
11-13 Stamford Road
OAKLEIGH VIC 3166
(**Peacock Bros**)

In consideration of Peacock Bros having agreed at my/our request to supply goods and/or services to the customer named in the credit application above (**Customer**) and/or not to require the immediate repayment of moneys owing to Peacock Bros by the Customer, I/we, the person/s named below as guarantors (**Guarantors**) hereby jointly and severally agree with Peacock Bros as follows:

1. I/we jointly and severally guarantee the due and punctual payment by the Customer to Peacock Bros of all amounts and other liabilities which the Customer is or may be indebted to Peacock Bros on any account and performance of all other obligations owed by the Customer to Peacock Bros;
2. I/we agree to jointly and severally indemnify Peacock Bros in respect of any failure by the Customer to pay any amounts owed by the Customer, including reasonable legal costs and expenses;
3. this guarantee is a continuing guarantee to Peacock Bros for all moneys owing by the Customer to Peacock Bros and binds the Guarantors' personal representatives, and is not in any way affected by the death or bankruptcy of the Guarantors (or any of them) or the winding up of the Customer;
4. Peacock Bros may, at any time or times at its absolute discretion, refuse further credit or supplies of goods and/or services to the Customer and/or grant to the Customer any time or other indulgence without discharging or impairing my/our liability under this guarantee;
5. if the Customer is a partnership, no change in the composition of the partnership shall impair or discharge my/our liability under this guarantee;
6. a statement in writing signed by a director or secretary of Peacock Bros as to the amount payable by me/us under this guarantee shall be prima facie evidence of this liability;
7. as security for the Guarantors' obligations under this guarantee and the due performance by the Customer and the payment of any monies payable by the Customer to Peacock Bros, I/we as beneficial owner charge all interests in all personal property of whatever description and wherever situated which I/we now have or during the currency of this guarantee may acquire;
8. Peacock Bros may receive from a credit reporting agency, any credit report containing personal information about me/us;
9. Peacock Bros may, at its discretion, use any credit report concerning the Guarantors to facilitate collection of any overdue payments by the Guarantors or the Customer;
10. Peacock Bros may seek from or give to any credit provider any details concerning and related to the Guarantors' credit worthiness;
11. Peacock Bros may give to or seek from any credit provider that may be named in credit reporting agency information about the Guarantors. I/we acknowledge that this information may include any information about my/our credit worthiness, credit standing, credit history or credit providers are allowed to give or receive from each other under the *Privacy Act 1988* (Cth). I/we authorise Peacock Bros to search the Personal Property Securities Register at any time for any information about the Guarantors. I/we acknowledge that Peacock Bros may disclose personal information about the Guarantors for the purpose of registering any security interests granted by the Guarantors to Peacock Bros pursuant to this Guarantee and in accordance with the PPS Act;
12. If requested, I/we must pay or reimburse the costs of registering the security interest and provide Peacock Bros with all assistance reasonably required in order for Peacock Bros to register the charge granted under this Guarantee as a security interest in accordance with the PPS Act;

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13. I/we waive my/our right to receive a copy of the verification statement confirming registration of a financing statement or financing change statement relating to the security interest granted under this Guarantee;
14. to the extent permitted by law, the following sections of the PPS Act do not apply to this Guarantee: sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4) and 135; and
15. the lack of registration of this Guarantee as a security interest on the Personal Property Securities Register does not affect its enforceability against the Guarantors.

NOTE: ALL DIRECTORS OF THE CUSTOMER TO SIGN

DATE

NAME OF DIRECTOR
(Please print name)

HOME ADDRESS

SIGNED BY DIRECTOR

SIGNED BY WITNESSPRINT NAME

DATE

NAME OF DIRECTOR
(Please print name)

HOME ADDRESS

SIGNED BY DIRECTOR

SIGNED BY WITNESSPRINT NAME

DATE

NAME OF DIRECTOR
(Please print name)

HOME ADDRESS

SIGNED BY DIRECTOR

SIGNED BY WITNESSPRINT NAME

IMPORTANT NOTICE

If you sign this Guarantee, you may be required to pay the Customer's debts to Peacock Bros. You should ensure that you read and understand its terms. If necessary, seek independent professional advice.