



# CUSTOMER ORDER FORM

## CHANGEABLE SIGNS REFURBISHMENT & SPARE PARTS

**CORPORATE  
SIGN  
INDUSTRIES**

ORGANISATION: \_\_\_\_\_  
 CONTACT: \_\_\_\_\_ DATE: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_  
 \_\_\_\_\_ FAX: \_\_\_\_\_  
 \_\_\_\_\_ MOBILE: \_\_\_\_\_  
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PLEASE SUPPLY THE FOLLOWING GOODS AND SERVICES

SIR#:

QTY	ITEM DESCRIPTION	UNIT PRICE	TOTAL
	<b>CONSULTATION</b>		
	Service Consultation (Sydney Metro)	\$ 195.00	
	<b>LOCKING PINS/GAS STRUTS</b>		
	One (1) pair of Stainless Steel Locking Pins	\$ 65.00 pr	
	One (1) pair of Gas Struts	\$ 85.00 pr	
	One (1) pair powdercoated locks	\$ 65.00 pr	
	Packaging & Delivery	\$ 25.00	
	<b>NEW POLYCARBONATE COVER</b>		
	Polycarbonate Cover including anti-graffiti film	\$ 515.00	
	Optional "Seconds" Polycarbonate Cover including anti-graffiti film (subject to availability)	\$ 325.00	
	Installation of Polycarbonate Cover (Sydney Metro)	\$ 465.00	
	<b>OR</b>		
	Packaging & Delivery	\$ 165.00	
	<b>STAINLESS STEEL PIANO HINGE</b>		
	Stainless Steel piano hinge	\$ 115.00	
	Install Sydney Metro Only (2 year warranty included) (NB: This work will not be carried out onsite. The case will be returned to our factory for installation of the new hinge.)	\$745.00	
	<b>OR</b>		
	Packaging & Delivery	\$ 65.00	

NOTE: If the service consultation is not ordered, Corporate Sign Industries cannot be held responsible if additional parts are required to repair your sign.

SUB TOTAL:

GST:

TOTAL:

PLEASE FILL OUT DETAILS ABOVE AND SIGN BELOW TO PROCEED WITH ORDER  
(Please See Conditions Attached)

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## Terms & Conditions of Trade

<b>1. Definitions</b>	
1.1 "Seller" shall mean G.K. & R.M. & S & K.S. & T. & T.J. Goodsell T/A Corporate Sign Industries, its successors and assigns or any person acting on behalf of and with the authority of G.K. & R.M. & S & K.S. & T. & T.J. Goodsell T/A Corporate Sign Industries.	the Seller. Upon such notice the rights of the Buyer to obtain ownership or any other interest in the Goods shall cease and
1.2 "Buyer" shall mean the Buyer (or any person acting on behalf of and with the authority of the Buyer) as described on any quotation, work authorisation or other form as provided by the Seller to the Buyer.	(c) the Seller shall have the right of stopping the Goods in transit whether or not delivery has been made; and
1.3 "Guarantor" means that person (or persons) who agrees to be liable for the debts of the Buyer on a principal debtor basis.	(d) if the Buyer fails to return the Goods to the Seller then the Seller or the Seller's agent may (as the invitee of the Buyer) enter upon and into land and premises owned, occupied or used by the Buyer, or any premises where the Goods are situated and take possession of the Goods; and
1.4 "Goods" shall mean all Goods supplied by the Seller to the Buyer (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, quotation, work authorisation or any other forms as provided by the Seller to the Buyer.	(e) the Buyer is only a bailee of the Goods and until such time as the Seller has received payment in full for the Goods then the Buyer shall hold any proceeds from the sale or disposal of the Goods, up to and including the amount the Buyer owes to the Seller for the Goods, on trust for the Seller; and
1.5 "Services" shall mean all Services supplied by the Seller to the Buyer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).	(f) the Buyer shall not deal with the money of the Seller in any way which may be adverse to the Seller; and
1.6 "Price" shall mean the Price payable for the Goods as agreed between the Seller and the Buyer in accordance with clause 3 of this contract.	(g) the Buyer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Seller; and
<b>The Competition and Consumer Act 2010 ("CCA") and Fair Trading Acts ("FTA")</b>	(h) the Seller can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Buyer; and
Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the CCA or the FTA in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.	(i) until such time that ownership in the Goods passes to the Buyer, if the Goods are converted into other products, the parties agree that the Seller will be the owner of the end products.
1.7 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the CCA or the FTA in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.	<b>9. Personal Property Securities Act 2009 ("PPSA")</b>
1.8 Where the Buyer buys Goods as a consumer these terms and conditions shall be subject to any laws or legislation governing the rights of consumers and shall not affect the consumer's statutory rights.	9.1 In this clause: (a) financing statement has the meaning given to it by the PPSA; (b) financing charge statement has the meaning given to it by the PPSA; (c) security agreement means the security agreement under the PPSA created between the Buyer and the Seller by these terms and conditions; and (d) security interest has the meaning given to it by the PPSA.
<b>2. Acceptance</b>	9.2 Upon assenting to these terms and conditions in writing the Buyer acknowledges and agrees that these terms and conditions: (a) constitute a security agreement for the purposes of the PPSA; and (b) create a security interest in: (i) all Goods previously supplied by the Seller to the Buyer (if any); (ii) all Goods that will be supplied in the future by the Seller to the Buyer.
2.1 Any instructions received by the Seller from the Buyer for the supply of Goods and/or the Buyer's acceptance of Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.	9.3 The Buyer undertakes to: (a) promptly complete any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Seller may reasonably require to: (i) register a financing statement or financing charge statement in relation to a security interest on the Personal Property Securities Register; (ii) register any other document required to be registered by the PPSA; or (iii) correct a defect in a statement referred to in clause 9.3(a)(i) or 9.3(a)(ii); (b) indemnify, and upon demand reimburse, the Seller for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register established by the PPSA or releasing any Goods charged thereby; (c) not register a financing charge statement in respect of a security interest without the prior written consent of the Seller; (d) not register, or permit to be registered, a financing statement or a financing charge statement in relation to the Goods in favour of a third party without the prior written consent of the Seller; and (e) immediately advise the Seller of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
2.2 The Buyer acknowledges and agrees that the Price is subject to a final site inspection, engineering drawings (if applicable), and conditions on site at the time of delivery/installation and does not include any induction training or council access permits.	9.4 The Seller and the Buyer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
2.3 The Buyer acknowledges and agrees that the Price is quoted on the condition that all signs are ordered, manufactured and delivered/installed at the same time.	9.5 The Buyer hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(b) and 132(4) of the PPSA.
2.4 The Buyer acknowledges and agrees that the Price does not include disconnection and connection to the mains power. The Seller recommends that an authorised electrician is used to undertake this work.	9.6 The Buyer waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
2.5 The Buyer acknowledges and agrees that all art work will be supplied in a vectorised format unless otherwise agreed in writing.	9.7 Unless otherwise agreed to in writing by the Seller, the Buyer waives its right to receive a verification statement in accordance with section 157 of the PPSA.
2.6 Where more than one Buyer has entered into this agreement, the Buyers shall be jointly and severally liable for all payments of the Price.	9.8 The Buyer shall unconditionally ratify any actions taken by the Seller under clauses 9.3 to 9.5.
2.7 Upon acceptance of these terms and conditions by the Buyer the terms and conditions are binding and can only be amended with the written consent of the Seller.	<b>10. Security and Charge</b>
2.8 The Buyer shall give the Seller not less than fourteen (14) days prior written notice of any proposed change of ownership of the Buyer or any change in the Buyer's name and/or any other change in the Buyer's details (including but not limited to, changes in the Buyer's address, facsimile number, or business practice). The Buyer shall be liable for any loss incurred by the Seller as a result of the Buyer's failure to comply with this clause.	10.1 Despite anything to the contrary contained herein or any other rights which the Seller may have however: (a) where the Buyer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Buyer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Buyer and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met; (b) should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Buyer and/or Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis; (c) the Buyer and/or the Guarantor (if any) agree to irrevocably nominate, constitute and appoint the Seller or the Seller's nominee as the Buyer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 10.1.
2.9 Goods are supplied by the Seller only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Buyer's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.	<b>11. Defects</b>
<b>3. Price and Payment</b>	11.1 The Buyer shall inspect the Goods on delivery and shall within five (5) days of delivery (time being of the essence) notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Buyer believes the Goods are defective in any way. If the Buyer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Seller has agreed in writing that the Buyer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing the Goods except where the Buyer has acquired Goods as a consumer within the meaning of the Competition and Consumer Act 2010 (C/with) and the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase price of the Goods, or repair of the Goods, or replacement of the Goods.
3.1 At the Seller's sole discretion the Price shall be either: (a) as indicated on invoices provided by the Seller to the Buyer in respect of Goods supplied; or (b) the Seller's quoted Price (subject to clause 3.2) which shall be binding upon the Seller provided that the Buyer shall accept the Seller's quotation in writing within thirty (30) days.	11.2 Goods will not be accepted for return other than in accordance with 11.1 above.
3.2 The Seller reserves the right to change the Price in the event of a variation to the Seller's quotation. Any variation from the plan of scheduled works or specifications (including, but not limited to, any variation as a result of additional works required due to hidden or unidentifiable difficulties such as hard rock barriers below the surface or iron reinforcing rods in concrete, or unstable footings, or due to difficult site access or conditions which requires a crane, or as a result of increases to the Seller in the cost of materials and labour) will be charged for on the basis of the Seller's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.	<b>12. Warranty</b>
3.3 At the Seller's sole discretion a non-refundable deposit shall be required.	12.1 Subject to the conditions of warranty set out in clause 12.2 the Seller warrants that if any defect becomes apparent and is reported to the Seller within two (2) years of the date of delivery (time being of the essence) then the Seller will either (at the Seller's sole discretion) replace, remedy the Goods/workmanship.
3.4 At the Seller's sole discretion urgent orders may incur an additional fee.	12.2 The conditions applicable to the warranty given by clause 12.1 are: (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through: (i) failure on the part of the Buyer to properly maintain any Goods; or (ii) failure on the part of the Buyer to follow any instructions or guidelines provided by the Seller; or (iii) any use of any Goods otherwise than for any application specified on a quote or other form; or (iv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or (v) fair wear and tear, accident or act of God; or (vi) any vandalism to the Goods. (b) the warranty shall cease and the Seller shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Seller's consent. (c) in respect of all claims the Seller shall not be liable to compensate the Buyer for any delay in either replacing or remedying the workmanship or in properly assessing the Buyer's claim.
3.5 Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.	<b>13. Intellectual Property</b>
3.6 Payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Buyer and the Seller.	13.1 Where the Seller has designed, drawn or written Goods for the Buyer, then the copyright in these designs and drawings and documents shall remain vested in the Seller, and shall only be used by the Buyer at the Seller's discretion.
3.7 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.	13.2 The Buyer warrants that all designs or instructions to the Seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Buyer's order and the Buyer agrees to indemnify the Seller against any action taken by a third party against the Seller in respect of any such infringement.
<b>4. Delivery of Goods</b>	13.3 The Buyer agrees that the Seller may use any documents, designs, drawings or Goods created by the Seller for the purposes of advertising, marketing, or entry into any competition.
4.1 At the Seller's sole discretion delivery of the Goods shall take place when the Buyer takes possession of the Goods at the Seller's address.	<b>14. Default and Consequences of Default</b>
4.2 At the Seller's sole discretion the costs of delivery are: (a) included in the Price; or (b) in addition to the Price; or (c) for the Buyer's account.	14.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month and at the Seller's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
4.3 The Buyer acknowledges and agrees that finished orders and order times are subject to art work approvals and lead times.	
4.4 The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.	
4.5 The Seller shall not be liable for any loss or damage whatsoever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all, where due to circumstances beyond the control of the Seller.	
<b>5. Risk</b>	
5.1 If the Seller retains ownership of the Goods nonetheless, all risk for the Goods passes to the Buyer on delivery.	
5.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Buyer, the Seller is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.	
5.3 The Buyer acknowledges that Goods supplied may exhibit variations in shade, colour, texture, surface and finish, and may fade or change colour over time. The Seller will make every effort to match batches of goods supplied in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur.	
5.4 The Buyer acknowledges and agrees that the Seller has hereby advised the Buyer that any signs exceeding four and a half metres (4.5m) in height above the ground level should be installed with support stays.	
<b>6. Access</b>	
6.1 The Buyer shall ensure that the Seller has clear and free access to the work site at all times to enable them to undertake the works. The Seller shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of the Seller.	
<b>7. Underground Locations</b>	
7.1 Prior to the Seller commencing any work the Buyer must advise the Seller of the precise location of all underground services on the site and clearly mark the same. The underground mains & services the Buyer must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.	
7.2 Whilst the Seller will take all care to avoid damage to any underground services the Buyer agrees to indemnify the Seller in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 7.1.	
<b>8. Title</b>	
8.1 The Seller and the Buyer agree that ownership of the Goods shall not pass until: (a) the Buyer has paid the Seller all amounts owing for the particular Goods; and (b) the Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer.	
8.2 Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Seller's ownership or rights in respect of the Goods shall continue.	
8.3 It is further agreed that: (a) where practicable the Goods shall be kept separate and identifiable until the Seller shall have received payment and all other obligations of the Buyer are met; and (b) until such time as ownership of the Goods shall pass from the Seller to the Buyer the Seller may give notice in writing to the Buyer to return the Goods or any of them to	