



GLASS WHOLESale

Credit Account Application

THE CHOICE IS CLEAR

This Credit Account Application (“Application”) is for the assessment and provision of credit on purchase of goods from Glass Wholesale Group Pty Ltd (“GWG”, “we” or “us”).

Please provide the information requested below which will be used by us to determine whether credit will be provided to you, the level of that credit and the terms and conditions on which credit will be provided, if approved.

No credit will be extended on any purchases from us unless and until approved and then only on the terms and conditions of the Credit Account Agreement (attached).

By completing and signing this Application you agree to be bound by the terms and conditions of the Credit Account Agreement.

CUSTOMER DETAILS

Name of Company or Business (the “Customer” or “you”):

Trading Name (if applicable):.....

Trust name (if applicable):

ABN or ACN:

Address (Main Place of Business)

Number, Street: City/Suburb:

State: Postcode:

Address (Postal - if different to above)

Number, Street: City/Suburb:

State: Postcode:

DIRECTOR DETAILS

Director 1

Name:

Title:

Phone number:

Email Address:

Address

Number, Street: City/Suburb:

State: Postcode:

Driver’s Licence:

Date of Birth:

Director 2

Name:

Title:

Phone number:

Email Address:

Address

Number, Street: City/Suburb:

State: Postcode:

Driver's Licence:

Date of Birth:

CONTACT DETAILS

Contact's Name:

Contact's Position:.....

Contact's Phone Number:.....

Contact's Email Address:

General Phone Number:

CUSTOMER HISTORY AND REFERENCES

Trade Reference 1

Name:

Email Address:Phone No.:

Trade Reference 2

Name:

Email Address:Phone No.:

Trade Reference 3

Name:

Email Address:Phone No.:

Date of Commencement of Business (approx. – Month and Year):

Number of Employees:

Average Annual Turnover (to nearest \$500,000.00): \$.....

CREDIT REQUESTED AND APPROVED

“Payment Terms” means being the number of days for which purchases made on credit are to be paid in full).

“Credit Limit” means the maximum amount of money that the Customer is permitted to owe us for products invoiced at any point in time.

“Termination Limit” means the Credit Limit [plus\$[_____]] or [plus [_____] % of the Credit Limit].

Credit Terms Requested

Credit Limit sought: \$[_____].

Payment Terms sought: [_____] days from end of month invoice.

Credit Terms Approved (Glass Wholesale Use Only)

\$[_____] – _____ days from end of month invoice.

Conditions (if any) - Personal Guarantee Required

\$[_____] – _____ days from date of [order/ invoice/delivery]

Conditions (if any) - Personal Guarantee Required

\$[_____] – _____ days from date of [order/ invoice/delivery]

Conditions (if any) - Personal Guarantee Required

[NIL] - [DECLINED] - [Payment in Advance of Despatch ONLY]

Signatures

Signed for and on behalf of the Customer

Signature:.....

Name:

Position:.....

Signed for and on behalf of Glass Wholesale Group Pty Ltd

Signature:.....

Name:

Position:.....

CREDIT ACCOUNT AGREEMENT

1. By providing the information in the Application and signing the Application Form you are agreeing to be bound by the terms and conditions of this Credit Account Agreement and the General Terms and Conditions (the "Agreement").
2. We may request additional information in order to consider your Application for credit under this Agreement. Where such information is not provided or delayed, we reserve the right to withhold the provision of credit or offer credit at a reduced rate and terms until such time as that information is provided.
3. The Customer warrants that the information provided in the Application is true, up to date, accurate and complete as at the date given.
4. The Customer agrees that in considering your Credit Account Application, and the continuation of this Agreement and the Credit Limit and Payment Terms, we may obtain information about your credit history from credit reporting or credit scoring agencies or any of your trade references.
5. The Customer shall promptly notify us of any changes to its circumstances and the information provided in the Credit Account Application including and in particular any that may affect the provision of credit or the continuation of the provision of credit under this Agreement.
6. The Customer represents and warrants that it has the authority to enter into this Agreement and that any person signing this Agreement for and on behalf of the Customer is duly authorised to do so.
7. We may accept or reject your Application at our sole discretion or offer you credit on different terms and conditions to those requested, such as a different maximum limit or different payment term.
8. No credit will be given until such time as we have notified you in writing of the acceptance of your Credit Account Application, your Credit Limit and Payment Terms.
9. No products may be delivered if you have reached your Credit Limit, other than where they are fully paid for in advance of despatch.
10. The Customer may apply at any time for an increase in the Credit Limit or Payment Terms provided that we may request further and additional security, including but not limited to, a letter of credit, a personal guarantee or bank guarantee.
11. We may, at our absolute discretion, withhold, delay or withdraw the provision of credit under this Agreement.
12. This Agreement supersedes any previous agreement or arrangements between us and the Customer in relation to credit to be provided to the Customer in relation to the purchase and supply of goods by us to the Customer. Any such previous agreement or arrangements shall be null and void and of no effect.
13. If the Application is approved then:
 - a) the Customer shall pay the amount due under an invoice within 30 days from the date of issuance of the invoice being the date on which the invoice was sent to the Customer;
 - b) at any time, the value of unpaid invoices shall not exceed the Credit Limit;

- c) notwithstanding the previous clause, in the event that the value of unpaid invoices exceeds the Credit Limit, we shall be entitled to:
 - i) suspend the supply of any goods under an invoice;
 - ii) suspend the provision of any further credit under this Agreement;
 - iii) reduce the Credit Limit and the Payment Terms; and
 - iv) charge interest on the amount over and above the Credit Limit at a rate of 2.5% per calendar month;
 - d) We may impose as a condition to the continuation of the grant of credit or maintenance of the Credit Limit and Payment Terms, a requirement to provide further information and assurances and/or additional security, including but not limited to, a letter of credit, a personal guarantee or bank guarantee.
 - e) Where the value of the unpaid invoices exceeds the Credit Limit by the Termination Limit, we may terminate this Agreement.
 - f) Where we terminate this Agreement, whether under the previous sub-clause (e) or otherwise:
 - i) any and all unpaid invoices for product despatched shall become due and payable immediately and in any event, no later than 5 days after notice of termination; and
 - ii) no further orders for products will be fulfilled until all invoices (whether due for payment or not) have been paid in full.
 - g) The Customer will indemnify us against any and all costs and expenses (including reasonable legal costs and expenses, debt collection agency fees and administration fees) incurred in recovering any amounts outstanding under any invoices.
14. The provision of credit under this Agreement is conditional on, and the Customer represents and warrants that:
- a) as far as it is aware, the Customer is not trading insolvent;
 - b) it has not received any notice or any court proceedings that may result in the appointment of a trustee in bankruptcy, an administrator, a liquidator or a receiver in relation to the Customer or any of its property;
 - c) has no reason to believe that the receipt of such notice or court proceeding is imminent or likely; and/or
 - d) the Customer has not, or does not intend to, enter into any scheme of arrangements with its creditors.
15. The Customer shall notify us as soon as practicable of any change in the ownership of the Customer that changes the effective control of the Customer, or any change of directorship. We may terminate this Agreement upon any such change of control.
16. The Customer agrees that we will be entitled to provide information to credit reporting and/or credit

scoring agencies, including the Customer's compliance with and performance of its obligations under this Agreement, in particular in relation to the Credit Limit and Payment Terms.

17. The Customer acknowledges that this Credit Account Agreement constitutes a security agreement for the purposes of the Personal Properties and Securities Act 2009 (Cth) (the "PPSA") and that a security interest exists in all goods supplied to the Customer (and their proceeds) under this Credit Account Agreement and our Terms and Condition of Supply.
18. We may change the terms and conditions of this Credit Account Agreement at any time without notice to you. It is your responsibility to check for any amendments. The amended terms will apply to any orders placed after the date of the change.

GENERAL TERMS AND CONDITIONS

1. Acceptance of Customer's Order

- a) These terms and conditions as well as any Credit Account Agreement executed by or on behalf of the Customer are the terms and conditions that apply to every sale of goods by us, Glass Wholesale Group Pty Ltd (ACN 645 362 054) as the "Supplier", and you, as the "Customer".
- b) Any terms and conditions of the Customer's purchase order and/or any other terms whether oral or in writing are expressly excluded and rejected by the Supplier. This exclusion and rejection includes any statement by the Customer that the Customer's terms and conditions shall prevail.
- c) A contract is only concluded between the Supplier and Customer for the supply of goods when the order has been accepted by the Supplier. The terms of this clause apply to every quotation or offer by the Supplier for the supply of goods to the Customer.
- d) In the event that the Supplier accepts an order, such order remains subject to the availability of the ordered goods, and the Supplier shall be entitled to satisfy an order in part or at a later time in accordance with the availability of the goods ordered, and the Supplier shall have no liability in respect of the unavailability of any goods or their late availability and supply.
- e) The Customer shall place orders in writing which includes via email or via any procurement software system of the Supplier, as required by the Supplier from time to time.

2. Price

- a) All prices are as per our price list, as amended from time to time, and do not include insurance or delivery charges. The price list is an invitation to treat only and the Supplier reserves the right to supply goods at the prices set out on the price list at its absolute discretion.
- b) Any price list issued by the Supplier is subject to alteration at any time without notice, save that in the event that a Customer orders goods pursuant to a price list and in respect of such goods the Supplier is no longer willing or able, in its sole discretion, to supply such goods at the price appearing in the price list, the Supplier shall notify the Customer that the price listed in the price list in respect of the goods ordered by the Customer is no longer applicable and the supply of the goods shall be subject to agreement at that time as to price agreed between the Supplier and the Customer, and the Customer may cancel the order.

- c) All prices are exclusive of any tax levied on the supply of goods by the 'A New Tax System (Goods and Services Tax)' Act 1999 (Cth) unless otherwise indicated.

3. Property & Risk

- a) Risk in the goods in an order passes to the Customer when the goods are loaded for transportation at the Supplier's warehouse whether by carrier employed or engaged by the Supplier or the Customer.
- b) Property in, and legal title to, the goods in an order does not pass to the Customer until payment in full for the goods has been received by the Supplier. Until such payment has been received by the Supplier, the Customer will store the goods separately and apart from its own goods and those of any other person or company. The Customer may re-sell any of the goods on normal commercial terms before the Supplier is paid in full provided that:
 - i) The Customer re-sells as principal and has no right to commit the Supplier to any contractual relationship or liability to any third party; and
 - ii) The Customer holds the rights in respect of the re-sale proceeds on behalf of and as trustee for the Supplier.
- c) Until payment of all debts owing to the Supplier by the Customer, the Supplier may, at its discretion, without further notice and without prejudice to any other of its rights, including rights arising under Chapter 4 of the Personal Properties and Securities Act 2009 (Cth) (the "PPSA"), re-take possession of the goods and re-sell them or any of them and may enter upon any of the Customer's premises by its servants or agents, for that purpose, without the liability on the part of the Supplier for any loss or damage suffered as a consequence of such entry or re-taking of possession and the Customer hereby agrees to provide the Supplier with an irrevocable license to so enter any premises occupied by the Customer if:
 - i) there is a breach of any term of any contract between the Supplier and the Customer; or
 - ii) the Customer has provided any false or misleading information to the Supplier including information provided in an Application for a Credit Account Agreement; or
 - iii) the Customer commences to be wound up or is placed in liquidation, under official management or a receiver, a receiver and manager or voluntary administrator is appointed in respect of the Customer, its undertaking or property or any part thereof, or an encumbrancer, by itself or an agent, takes or purports to take possession of the Customer's undertaking or property or any part thereof; or
 - iv) the Customer parts with possession of the goods or any of them otherwise than by way of sale in the ordinary course of its business.
- d) The Customer undertakes to promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Supplier may reasonably require to register a financing statement or financing change statement in relation to a security interest or register any other document required to be registered under the PPSA.

- e) The Customer shall indemnify and keep indemnified the Supplier from and against all actions, claims, liabilities, obligations, losses, damages, costs and expenses of whatever nature suffered or incurred, sustained or threatened against the Supplier and its employees and agents in any way whatsoever in respect of the Supplier's exercise of any of the Supplier's rights, including, without limitation, those under Part 4 of the PPSA.

4. Insurance

- a) The Customer is responsible for the arrangement of the insurance of goods supplied under this Agreement and shall, at its own cost, insure the goods against such risks as a prudent owner of the goods would insure for at their full insurable value which shall include but shall not be limited to all damage which may occur at or in transit to and or from the Customer's premises by way accidental loss or damage, fire, theft, flood and or wilful damage.

5. Payment

- a) All invoices for orders for Customers who do not have a Credit Account Agreement with us must be paid in full before we will process and fill the order under the invoice.
- b) Unless indicated otherwise under the Credit Account Agreement, the Customer will pay for all goods supplied under an order within thirty (30) days from the date of invoice.
- c) The Supplier shall accept payments made by the Customer on Visa, Mastercard, or American Express ("Facility") where the Customer has nominated one of the above in writing to the Supplier and the Supplier has authorised the Customer in writing of its acceptance of payments being made via such Facilities. The Supplier shall be entitled to charge 2.5% of the total payment amount (including GST) ("Facility Levy") where any payment is made using a Facility.
- d) The Supplier may, in its absolute discretion, charge interest at that rate which is equal to 2.5% per calendar month or part thereof to the Customer on all amounts which are thirty (30) days overdue until such time as payment in full is received by the Supplier.
- e) Where payment is not made by the due date, the Customer shall, in addition to any other obligations imposed hereunder, pay to the Supplier on demand all costs of the Supplier (including but not limited to storage delivery collection obsolescence, debt recovery commission costs and legal costs on a full indemnity basis) incurred by the Supplier in recovering overdue amounts from the Customer.
- f) All payments received by the Supplier shall be applied as follows:
 - i) firstly, towards any costs of the Supplier referred to above (or any part thereof);
 - ii) secondly, towards any interest payable as set out above (or any part thereof); and
 - iii) thirdly, towards any amounts payable by the Customer to the Supplier for goods under an order payment for which remains in whole or in part outstanding.
- g) Time of payment for any goods sold to the Customer is an essential term of the supply of goods under an order by the Supplier to the Customer and time of payment shall be "of the essence".

6. Cancellation

- a) Cancellation of any order for goods requires approval in writing from the Supplier otherwise the goods will be delivered to the Customer and the Supplier will be entitled to payment from the Customer.
- b) The Supplier is not obliged to supply goods in relation to any order and may cancel the order if:
 - i) there is a breach of any term of any contract between the Supplier and the Customer; or
 - ii) the Customer has provided any false or misleading information to the Supplier including information set out in any Credit Account Application; or
 - iii) the Customer commences to be wound up or is placed under official management or a receiver or receiver and manager or voluntary administrator is appointed in respect of the Customer, its undertaking or property or any part thereof, or an encumbrancer, by itself or by an agent, takes or purports to take possession of the Customer's undertaking or property or and part thereof; or
 - iv) the Supplier is unable to supply goods as a result of the failure of any supplier of the Supplier to deliver goods or provide services which are required in order for the Supplier to supply the goods to the Customer.

7. Acceptance and Claims

- a) Acceptance of the goods delivered shall be deemed to take place at the expiration of seven (7) days from the date of each delivery.
- b) No goods will be accepted for return twelve (12) months after the date of delivery to the Customer.
- c) No goods will be accepted for return unless agreed to in writing by the Supplier prior to such return and then only upon conditions acceptable to the Supplier which may include, but may not be limited to:
 - i) the Customer provide proof of the purchase date;
 - ii) the return of any goods shall be at the Customer's cost and risk; and
 - iii) the goods are in the condition and packaged as they were supplied by the Supplier or packaged in a manner permitting the re-sale of the goods.
- d) Other than as expressly set out in these terms and conditions, to the full extent permitted by law, the Supplier excludes any and all liability, losses, damages, costs and expenses (including legal costs and expenses) in relation to the supply of goods to the Customer (including any consequential loss or damage) however so caused, which may be suffered or incurred or which may arise whether directly or indirectly in respect of the goods or their supply.
- e) Except as expressly provided to the contrary in these terms and conditions, all implied terms, conditions, warranties, undertakings, inducements or representations, statutory or otherwise are excluded to the extent permitted by law.
- f) The Supplier provides separate and specific warranties in relation to the goods it supplies in an order. Those warranties are personal to and attach to the Customer and not the goods supplied

and cannot be transferred to any other person, including any person who purchases the goods from the Customer or purchases any building or other construction that the goods are used in or installed into.

- g) The Supplier's total aggregate liability in relation to any goods sold and supplied to the Customer shall, to the extent permitted by law, be limited to the value of the goods supplied in the order the from which the liability arises.

8. Delivery

The Supplier may deliver the goods by instalments or in parts and the Customer will accept each such delivery.

9. Relationship of the Parties

- a) Each Party shall be, and shall endeavor to act as, an independent Party. Nothing in this Agreement shall create, or be deemed to imply the creation of, any partnership, joint venture, principal and agent, master and servant or any other relationship.
- b) Neither Party shall be the legal agent of the other for any purpose whatsoever and has no right or authority to make or underwrite any promise, warranty, representation or indemnity to execute any contract or otherwise to assume any obligation or responsibility in the name of or on behalf of the other Party, except to the extent specifically authorised in writing by the other Party.
- c) Neither Party shall be bound by, or be liable to, any third party for any act or for any obligation or debt incurred by the other toward such third party, except to the extent specifically agreed to in writing by the Party to be so bound.

10. Non-Waiver

- a) The failure of a Party to insist upon performance or strict performance of any provision of this Agreement, or to exercise any right or remedy to which it is entitled under this Agreement, shall not constitute a waiver of the other Party's failure to perform or under-performance, and shall not diminish the other Party's obligation to fully perform its obligations under this Agreement.
- b) A waiver of a breach of this Agreement shall not be effective unless and until:
 - i) it is expressly stated to be a waiver;
 - ii) it specifies the breach to which it relates; and
 - iii) it has been committed to writing and signed by a duly authorised representative of each Party that has the power to bind their respective Parties in relation to such matters.
- c) A waiver of a breach of this Agreement shall not constitute a waiver of any subsequent breaches of this Agreement.

11. Entire Agreement

This Agreement, as amended from time to time in accordance with the terms of this Agreement:

- a) contains the entire agreement between the Parties; and
- b) shall supersede all previous agreements, arrangements and communications between the Parties, either oral or written, in relation to the supply of goods by the Supplier to the Customer and the subject matter of this Agreement.

12. Severence

If any provisions of this Agreement should become fully or partially invalid or unenforceable for any reason whatsoever, or violate any applicable law, such provisions shall be deleted from this Agreement, and the remainder of this Agreement, to the extent permissible, shall be valid and binding as if such provision(s) were not included herein.

13. Notices

- a) Except as otherwise expressly provide for in this Agreement, any notice given under or pursuant to any provision of this Agreement shall be given in writing and in accordance with the terms of this clause 12.
- b) Any notice required to be given under or pursuant to any provision of this Agreement shall be given by hand, registered post, courier, fax or email.
- c) A notice shall be deemed to have been received and valid as follows:
 - i) if delivered by hand, when delivered physically delivered to the Party's address in the Contract Details;
 - ii) if delivered by registered post or courier, the date on the corresponding tracking notice, which may or may not be discoverable through use of an online or other delivery tracking system;
 - iii) if delivered by fax, on the date 4 hours after the successful transmission of the fax to the correct fax number; or
 - iv) if delivered by email, upon receipt of a read receipt or a response from the receiving Party.
- d) Where a notice is sent by multiple forms of delivery, the date and time of delivery shall be the earliest date and time as determined by clause 12(c).
- e) Notwithstanding the above, a notice that is received on a weekend or Public Holiday shall be deemed to be received at 12:01 am on the next working day.
- f) The details of each Party's address and other details to which notices are to be sent are set out in the Contract Details.
- g) Each Party shall use its best endeavours to advise the other Party of any change to its address and other contact details as soon as practicable, and in any event, within 5 days of any substantive change to them.
- h) Where a Party does not comply with clause 12(g), any notices sent to the previous address shall

be deemed to have been received by the other Party within 5 days of sending, provided that such notices were not sent by email and/or fax.

14. Force Majeure

- a) If either Party is prevented from performing any of its obligations under this Agreement by a Force Majeure Event then:
 - i) as soon as reasonably possible after commencement of the Force Majeure Event that Party shall notify the other Party in writing of the occurrence of the Force Majeure Event, the date of commencement and an estimated duration of the Force Majeure Event and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement;
 - ii) that Party shall use all reasonable efforts to mitigate the effects of the Force Majeure Event upon the performance of its obligations under this Agreement;
 - iii) that Party's obligations under this Agreement (other than an obligation to make payment) shall be suspended for so long as the Force Majeure Event continues and to the extent that Party is so prevented from performing its obligation under this Agreement as a result of the Force Majeure Event; and
 - iv) as soon as reasonably practicable after the cessation of the Force Majeure Event that Party shall notify the other Party in writing of the cessation of the Force Majeure Event and shall resume performance of its obligations under this Agreement.
 - v) For the purposes of this clause a Force Majeure Event means in relation to a Party, any act, event or circumstance, the cause of which is not within that Party's making or reasonable control, including, act of God, war, hostilities, terrorist acts, acts of civil or military authorities, governmental or regulatory direction or restriction, suspension or withdrawal of licences or consents, riot, insurrection, civil commotion, civil disobedience, public demonstration, sabotage, acts of vandalism, fire, flood, earthquake, extreme weather conditions, electro-magnetic interference, disease epidemic, pandemic, explosion, an order of any governmental or regulatory authority, delay in transportation, breakdown and failure of communications networks, breakage or accidental damage of equipment, strike, lock-out or other industrial or trade dispute.

15. Counterparts

This Agreement may consist of a number of counterparts, and if so, the counterparts, when taken together shall constitute one and the same instrument.

16. Law

This Agreement shall be governed by the laws of Victoria.

PERSONAL & CONTINUING GUARANTEE

At my/our request and in consideration of Glass Wholesale Group Pty Ltd ABN 13 645 362 054 (herein referred to as the "Company") having agreed to supply goods and services and to give credit to:

..... (Customer name),

I/We

..... [Name of Guarantor 1] of

.....
[Address of Guarantor 1],

&

..... [Name of Guarantor 2 (if applicable)] of

.....
[Address of Guarantor 2(if applicable)],

Hereby agree with the Company as follows:

1. To unconditionally and irrevocably guarantee, jointly and severally (if more than one guarantor), and be answerable and responsible to the Company for, the due and punctual payment by the Customer of all moneys for all such goods the Company may from time to time supply and deliver to, or provide, at the Customer's request. This guarantee shall bind my/ our personal representatives, trustees, successor or assignees.
2. This guarantee shall be a continuing guarantee to the Company for the whole debt owed by the Customer to the Company howsoever incurred, at any time and at any place and shall include costs incurred as a result of any breach committed by the Customer of the Company's Terms and Conditions. This guarantee shall not be affected by any payment of moneys, the Company granting time or any other indulgence to the Customer or any other person, the Company's failure or neglect to recover moneys, any lack of power on any director's part to give this guarantee, any director not executing this guarantee, or any other event, act or omission on the Company's part whatsoever.
3. All monies received by the Company from the Customer shall be taken and applied by the Company as payments to the Customer's account, without there being any deduction in respect of any claim arising under this guarantee. Such payments may include voidable transactions or other transactions not subject to this guarantee. My/our right to be subrogated to the Company in respect thereof shall not arise until the Company has received the full amount of all their claims against the Customer.

- 4. The Company may at any time, at their absolute discretion, and without giving any notice whatsoever to me/us, refuse further credit or supplies to the Customer, or grant to it any other indulgence including acceptance of any other security without discharging or impairing my/our liability under this guarantee.
- 5. This guarantee is a principal obligation and shall be enforceable against me/us notwithstanding that any other securities shall, at the time of proceedings being taken against me/us on this guarantee, be outstanding or that the moneys guaranteed are irrecoverable from the Customer.
- 6. No demand proceedings, actions, claims or suits shall be required by the Company against the Customer as a prerequisite to the Company making a claim against the guarantors under this guarantee.
- 7. No changes in the constitution of the Company shall impair or discharge my/our liability under this guarantee.
- 8. In order to give to this guarantee I/we declare that the Company shall be at liberty to act as though I/ we were the Customer and I/we waive all and any of my/our rights as guarantor which may at any time be inconsistent with any of the above provisions and which I/we might otherwise be entitled to claim and enforce. I/we acknowledge that the enforceability of this guarantee will not be affected in any way by the failure of any person to sign this guarantee.

Name of Guarantor 1:

Signature:.....

In the presence of (name of Witness):

Signature of Witness:

Date:

Name of Guarantor 2:

Signature:.....

In the presence of (name of Witness):

Signature of Witness:

Date: