



Protector-Glass Industries Pty Ltd

ACN 001 427 176
ABN 51 001 427 176

Head Office
6 Quindus Street
Beenleigh Queensland 4207 Australia
Telephone: (07) 3287 1688
Facsimile: (07) 3287 5760

CREDIT APPLICATION

FOR 30 DAY ACCOUNT

Thank you for choosing Protector-Glass Industries as your supplier.

Please be advised that PGI require all pages of this Application to be completed and signed, ***including*** the applicant's declaration section and terms of trade. Please retain a copy for your records.

When completed, please mail the original copy to PGI at the above address.

Initially, the documents may be faxed to allow processing of your application to commence as soon as possible. ***Please remember, if you do fax the application, you are still required to mail the original signed and initialled copy (8 pages).***

PROTECTOR-GLASS INDUSTRIES PTY LTD

ACN 001 427 176 ABN 51 001 427 176

CREDIT APPLICATION FOR 30 DAY ACCOUNT (PLEASE PRINT)

Applicants Name: _____

Trading As: _____

Registered Office: _____

ABN: _____ ACN: _____

Postal Address: _____

Telephone: () _____ Fax: () _____

Account Contact: _____

Director's Name: (1) _____ (2) _____

Address: (1) _____ (2) _____

Type of Business: Partnership Sole Proprietor Private Company Public Company

Established: _____ Years Estimated Monthly Purchases: \$ _____

Bank: _____ Branch BSB: _____ Account: _____

Trade References: (1) Name: _____

Address: _____

Telephone: () _____ Fax: () _____

E-mail: _____

(2) Name: _____

Address: _____

Telephone: () _____ Fax: () _____

E-mail: _____

(3) Name: _____

Address: _____

Telephone: _____ Fax: () _____

E-mail: _____

AFTER COMPLETING THE ABOVE, PLEASE INITIAL THIS PAGE

CREDIT FACILITY TERMS & CONDITIONS

1. INTERPRETATION In these conditions “we” “us” “our” and “Supplier” means Protector Glass Industries Pty Ltd ACN 001 427 176 its successors and assigns. “You” and “Customer” refer to the person or company to whom the goods or services are sold or supplied in a sale transaction and that party’s executors, administrators, successors and permitted assigns. “Sale transaction” means any agreement between you and us relating to the supply of goods or services as evidenced by [name of document], invoice or otherwise. “Goods” refers to the goods, merchandise and other items (or any part of them) the subject of a sale transaction. Unless we advise otherwise in writing and subject always to the requirements of relevant legislation these terms and conditions of sale apply to all sale transactions between you and us and prevail over any conflicting provisions contained in any other document. If any provision in these terms and conditions becomes for any reason wholly or partly invalid or unenforceable that provision, to the extent of the invalidity or unenforceability will be severed without prejudice to the continuing force and validity of the remaining provisions.

2. CUSTOMER’S ACKNOWLEDGEMENT You acknowledge that:

- the credit facility is a trader’s facility and you are a trader requiring the credit facility predominantly for the purposes of carrying on or in connection with a trade, business or profession;
- you have read and agree to be bound by the Terms of Trade;
- you are liable for all amounts payable under a sale transaction;
- goods purchased under a sale transaction must be paid for in full within 30 days from the end of the month in which the goods are purchased;
- interest is payable on all outstanding amounts from the due date for payment at the rate of 1.5% per month;
- You will be responsible for payment of any costs (including legal costs on a full indemnity basis) we incur as a result of any default by you;
- any expenses, costs or disbursements we incur in recovering any outstanding monies must be paid by you;
- the credit facility is personal to you and cannot be assigned without our consent;
- if you are a company (other than a listed public company) you must notify us immediately of any action having the effect of altering your control whether by transfer of shares, replacement of directors or otherwise;
- You shall notify us of any change in your constitution or structure or the sale of the business operated by you and agrees that you shall continue to be liable to us for any sums outstanding on the account opened on your behalf until;
 - a) written notice is received from the you that you have changed your constitution or structure or you have sold your business and,
 - b) the account has been closed and full payment has been received by us.

3. CREDIT REPORTING By signing the applicant’s declaration in the application, you consent to us:

- disclosing to a credit reporting agency certain personal information about you including identity particulars, the credit facility limit, payments which may become more than 60 days overdue and serious infringements of the Credit Facility Terms & Conditions which we believe have been committed by you;
- obtaining from a credit reporting agency, a report containing personal credit information about you and a report containing information about your commercial activities or commercial creditworthiness to enable us to assess the application; and
- giving to any guarantor information including a copy of the application and any demands for payment of overdue amounts and statements of the credit facility.

Applicant’s Declaration I declare that;

- I have read and understood the Terms of Trade and the Credit Facility Terms & Conditions which form part of this credit facility application;
- I understand that the Trading Terms and the Credit Facility Terms & Conditions can be changed from time to time and that I will be notified of any changes by written notice mailed to the postal address specified in this application or such other address that I may notify in writing;
- I understand that if this application is approved, the credit facility may be cancelled at any time without prior notice to me;
- The credit facility will be used wholly or predominantly for business purposes; and
- I am authorised to sign this application on behalf of:
 - (Insert applicant’s name)

1. CONTRACT & JURISDICTION

Orders for goods must be made by way of order form transmitted by facsimile or post to us and will be deemed to be an offer by you to purchase the goods pursuant to these conditions.

Despite any implication of law to the contrary, all sale transactions between the Customer and the Supplier are deemed to be made at the registered office of the Supplier and are to be construed and enforceable in and according to the laws of the State of Queensland and by mutual consent to be subject to the jurisdiction of the Courts of that State.

2. SPECIFICATIONS

All descriptive specifications, illustrations, drawings, data, dimensions and weights furnished by us or otherwise contained in our catalogues, price lists and other advertising matter are approximate only and are intended to be by way of a general description of the goods and do not form part of the sale transaction.

3. DELIVERY

- a) Any date quoted for delivery is an estimate only unless a guarantee shall have been given by us in writing. You shall accept and pay for goods if and when tendered notwithstanding any failure by us to deliver by the quoted date. Written advice to you that goods are ready for delivery whether in whole or in part shall constitute tendering and the terms of payment shall apply.
- b) We reserve the right to deliver by instalments and if delivery is made by instalments you shall not be entitled to terminate or cancel the agreement or make any claim whatsoever.
- c) You shall take delivery of the goods within 7 days of notification from us that the goods are ready for delivery.
- d) Where you do not accept delivery of goods when the goods are ready for delivery by us, you shall be liable for additional charges at our current rates for storage and/or double handling or if there is no current rate then at a rate determined by us in our sole discretion or any charges or fees incurred by us.
- e) You agree to take delivery of the goods at our address notified to you set out in the sale transaction documents. Otherwise we will deliver to you in accordance with a written delivery schedule forming part of the sale transaction. Amendments to the delivery schedule must be in writing and approved by us. If delivery can not be effected at the place nominated in the delivery schedule then we can;
 - (i) suspend delivery until the goods can be delivered in accordance with the delivery schedule, or
 - (ii) deliver the goods to your place of business.
- f) You bear the sole responsibility for and the risk of unloading goods.
- g) We shall not be liable to you or any other party for any loss of damage including direct or indirect or consequential injury loss or damage whatsoever by reason of any delay in delivery or non delivery whether the same is due to our negligence or any other party, actions constituting fundamental breach of contract, strike or any other industrial action, or any other cause whatsoever.
- h) We will not be responsible for any loss or damage to goods in transit caused by any event of any kind by any person (whether or not we are legally responsible for the person who caused or contributed to that loss or damage).

4. RISK AND STORAGE

All risk of or loss or damage with respect to the goods passes to you on delivery of the goods to you, your servants, agents, customers or to any carrier. We may at our option arrange suitable storage of the goods at our premises or elsewhere and all costs of such storage and any incidental charges including insurance, demurrage and handling are payable by you on demand.

5. GOODS RETURNED FOR CREDIT

No claims in relation to damaged goods will be considered unless notified in writing within seven days of delivery. Credit for damaged goods may be allowed at our sole discretion but in any event no goods will be accepted for credit after thirty days from the date of invoice. Non standard items will not be accepted for credit unless found to be damaged at the time of delivery. In all cases the original invoice or delivery docket must be quoted and return freight must be prepaid by you. We must be given a reasonable opportunity to inspect any damaged consignment if the goods cannot be returned.

6. PAYMENT

If you have current credit facilities with us, the terms governing that credit facility apply to each sale transaction. Otherwise:

- (a) all amounts due under invoices for sale transactions are to be settled in full within thirty days from the end of the month in which the goods are purchased unless an alternative time for payment is specified in the invoice.
- (b) interest is payable on demand on all outstanding amounts from the due date for payment at the rate of 1.5% per month.
- (c) any expenses, costs or disbursements we incur in recovering any outstanding monies must be paid by you on demand.

7. TITLE

- (a) Notwithstanding the delivery of the goods or part thereof the goods remain our sole and absolute property as full legal and equitable owner until such time as you shall have paid us the full purchase price together with the full price of any other goods the subject of any other agreement with us.
- (b) You acknowledge that you receive possession of and hold goods delivered by us solely as bailee for us until such time as the full price thereof is paid us together with the full price of any other goods then the subject of any other agreement with us and that a Fiduciary relationship exists between ourselves and you.

AFTER READING THE ABOVE, PLEASE INITIAL THIS PAGE

- (c) Until such time as you become the owner of the goods, you will;
 - (i) store them on the premises separately;
 - (ii) ensure that the goods are kept in good and serviceable condition;
 - (iii) secure the goods from risk, damage and theft; and
 - (iv) keep the goods fully insured against such risks that are usual or common to insure against in a business of a similar nature to yours.
- i. Until such time as you become the owner of the goods, we authorise you to sell the goods as our fiduciary agent. However, you shall not represent to any third parties that you in any way for us. We will not be bound by any agreements with third parties to which you are a party.
- ii. Records shall be kept by you of any goods owned by us.
- iii. The proceeds of any sale of the goods shall be paid into a separate account and held in trust for us. You shall account to us from this fund for the full price of the goods.
- iv. Where you are entitled to a period of credit, but if prior to the expiration of the period of credit the goods are sold and the proceeds of sale received you shall account forthwith to us for the price of the goods.
- v. Should you die, stop payment or call a meeting of your creditors or become insolvent or subject to the bankruptcy laws or being a company call a meeting for the purpose of or to go into liquidation or has a winding up petition presented against you or have a receiver or administrator appointed, we may at its option notwithstanding its waiver of such default or failure and without prejudice to its other rights under this agreement suspend or cancel this agreement or require payment in cash before or on delivery or tender of goods or documents notwithstanding terms of payment previously specified or may repossess and take over the goods and dispose of the same in our own interest without prejudice to any claim we may have for damages for any loss resulting from such resale.
- (d) In the event that you use the goods/product in some manufacturing or construction process of yours own or of some third party, then you shall hold such part of the proceeds of such manufacturing or construction process as relates to the goods/product in trust for us. Such part shall be deemed to equal in dollar terms to the amount owing by you to us at the time of the receipt of such proceeds.
- (e) If you do not pay for any goods on the due date then we are hereby irrevocably authorised by you to enter your premises or any premises under your control as your agent and use reasonable force to possession of the goods without liability for the tort of trespass, negligence or payment of any compensation to you whatsoever.
- (f) On retaking possession of the goods we may elect to refund to you any part payment that may have been made and to credit your account with the value of the goods less any charge for recovery of the goods, or to resell the goods.

8. CLAIMS, SHORTAGE AND DEFECTS

- a) You agree to check all goods received immediately upon delivery and all services immediately upon completion. You will not make any claim after the expiry of 7 days from the date of delivery of the goods or the completion of the provision of services, for shortages or improper or defective or damaged goods or defective or improper services and we will not be liable for such shortages or improper or defective or damaged goods or defective or improper services unless a written claim is made by you within 7 days of the delivery of the goods or the completion of the provision of the services.
- b) Any claim for shortages or improper or defective or damaged goods or defective or improper services shall be made by you shall within 7 days of the delivery of the goods or the completion of the provision of the services and shall in writing.
- c) Insofar as goods or services supplied by we are not of a kind ordinarily acquired for personal domestic or household consumption, and unless you established that reliance on this provision would not be fair and reasonable, the liability for breach of a condition or warranty; implied into this agreement by the Trade Practices ACT 1974 (other than a condition implied by Section 69) is limited:
 - in the case of goods to any one of the following as determined by us;
 - i. the replacement of the goods or the supply of equivalent goods; or
 - ii. the repair of the goods; or
 - iii. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - iv. the payment of the costs of having the goods repaired;
 - in the case of services to any one of the following as determined by us;
 - i. the supplying of the services again, or
 - ii. the payment of the cost of having the services supplied again.
- d) Except to the extent to which conditions and warranties implied by law are not at law able to be excluded, all implied conditions and warranties are hereby excluded.
- e) We shall not be liable in any circumstances for any;
 - i. Defects or damages caused in while or in part misuse, abuse, neglect, electrical or other overload, unsuitable lubricant, improper installation repair or alteration (other than by) or accident.
 - ii. Any transport freight charges installation removal labour or other costs;
 - iii. Defects in goods not manufactured by us but will endeavour to pass onto you the benefit of any claim made by us an accepted of such goods under a warranty given by the manufacturer of such goods providing that nothing contained in this subparagraph shall limit your rights to proceed against us pursuant to the Trade Practices Act 1974
- iv. Technical advice or assistance given or rendered by us to you or not in connection with the manufacture construction or supply of goods for or to you provided always that we have rendered such services with due care and skill and that any material supplied in connection with those services are reasonably fit for the purpose for which they are supplied.
- f) Subject to clause 8(c) herein, we shall not be liable for any loss or damage whatsoever and howsoever arising whether direct indirect or consequential or in respect of any claim whenever and however made for any loss or damage deterioration deficiency or other fault or harm in the goods manufactured, work executed or services provided by or on behalf of or in any arrangement with us or occasioned to you or any third party or other party or to your or their property or interest and whether or not due to the negligence of our servants or agents or actions constituting fundamental breach of contract.

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9. DESIGN AND IMPROVEMENTS

You acknowledge that variations in design and construction of other equivalent goods manufactured by us will occur from time to time. This will in no way constitute any acknowledgment by us that the design and construction of the goods supplied to you were inadequate or deficient. You agree to waive all and any rights to claim for any loss or damage you may suffer or incur because of the design and construction or otherwise relating to the difference in design and construction between the goods supplied to you and any other goods supplied, manufactured, constructed and designed by us whatsoever.

10. TRUSTS

If you are the trustee of a trust you acknowledge that you are liable under the sale transaction and you warrant that the assets of the trust are available to meet payment of the account.

11. DEFAULT

You will be in default under a sale transaction if:

- (a) you breach any of these terms and conditions or the terms of our credit facility;
- (b) any judgement, execution or other process of any court is issued against you or any guarantor and not dismissed within seven days of being issued;
- (c) any controller, voluntary administrator, provisional liquidator, liquidator or trustee in bankruptcy is appointed to you or or. If you are in default under a sale transaction, then without prejudice to our other rights and remedies, you will also be deemed to be in default of all other sale transactions and:
- (d) all amounts payable under sale transactions will become immediately due and owing;
- (e) we can terminate all sale transactions and exercise all rights available to us under those sale transactions;
- (f) we become entitled to and can exercise a general lien on and sell all property or goods belonging to you that are in our possession to recover any amounts owing by you under sale transactions;
- (g) must pay us all losses, damages, costs and other expenses that we suffer as a result of that default including any costs of recovering the goods.

12. CHARGE

You hereby charge with payment of any indebtedness to us all beneficial interest (freehold and leasehold) in land and personal property held now or in the future by you.

13. SERVICE

You agree that service of any notices, demand, proceedings summons suits or actions ("process") upon you may be effected by us our solicitors sending such process by prepaid post to the address given in the Credit application as your address. Service shall be deemed to have been effected two business days after the posting of the process.

14. VARIATION OF THESE TERMS OF TRADE

We may unilaterally amend these Terms of Trade. Notice of any amendments will be posted on our website or will be notified in writing. The amendments will take affect 7 days after the amendments have been posted on our website or 7 days after posting to you, whichever is sooner. You accept that any agreements entered into with us after the Terms of Trade taking effect will be subject to the amended terms and conditions.

AFTER READING THE ABOVE, PLEASE INITIAL THIS PAGE

Privacy Protection Information

To: Protector Glass Industries Pty Ltd (the Supplier)

Notice and Acknowledgement that Credit Information May be Given to a Credit Reporting Agency

I/WE understand that Section 18E(c) of the Privacy Act allows you to give a credit reporting agency certain personal information about me/us which I/we authorise you to do. The information which may be given is covered by Section 18E(1) of the Act.

Authority to Obtain Credit Information

I/WE authorise you to obtain from a credit reporting agency:

- A credit report containing personal credit information about me/us for the purpose of assessing an application by me/us or my/our company/firm for commercial credit:
- Other information relating to my/our commercial credit activities:
- A credit report containing personal information about me/us for the purpose of the collection of overdue payments in respect of commercial credit which you have provided to me/us or my/our company firm:
- A credit report containing personal credit information about me/us for the purpose of assessing whether to accept me/us as a guarantor.
-

Authority to exchange Information with other Credit Providers

I/We authorise to give to and obtain from:

1. Credit providers named in my/our credit application:
2. Any agent of yours that is deemed to be a credit provider pursuant to Section 11B (5) of the act: and
3. Any credit provider that may be named in a personal or commercial credit report issued by a credit reporting agency or a commercial reporting agency respectively.
4. Information about my/our personal or commercial credit arrangements which can include information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act, 1988 and the information may be given and used for purposes that include the following:
 - a) To assess an application by me/us for personal or commercial credit;
 - b) To assist me/us avoid defaulting on my/our credit obligations:
 - c) To notify other credit providers of a default on my/our credit obligations:
 - d) To assess my/our credit worthiness; and
 - e) To assess my/our position if I/we fall into arrears.

I/We acknowledge that at the time that I/WE provided to the supplier any personal information, I/WE have been made aware of the identity of the Supplier and how it can be contacted, the fact that I/We can gain access to the personal information, the purposes for which the information is collected, the organisation to which the Supplier usually discloses information of that kind, and the main consequences if all part of that information is not provided in accordance with clause 1.3 of the National Privacy Principles.

I/We consent to the use or disclosure of any personal information provided to or collected by or accumulated by the Supplier for any purpose whether it is related to the primary purpose of collection of the information or not and including disclosure of the personal information to your parent company which may be located overseas.

I/We agree that if any personal information provided to the supplier is inaccurate, incomplete or not up to date, or that such personal information becomes inaccurate, incomplete or not up to date at a later time, I/We shall inform the Supplier of the changes that need be made to that information.

Name and address of individual/s
Giving his/her consent.....

Signature of individual/s
Giving his/her consent.....

