



Classic Frosted Glass Pty Limited

A.C.N 003 420 264

A.B.N 79 003 420 264

Lot 46, 121-123 Cowpasture Road Wetherill Park NSW 2164

Phone: +61 2 9756 1733

www.cfglass.com.au

Return form to:- accounts@cfglass.com.au; or

orders@cfglass.com.au

COMMERCIAL APPLICATION FOR CREDIT ACCOUNT

Please tick:	Company	Partnership	Sole Trader	Other
Full Company Name:				
A.C.N.:			A.B.N.:	
Trading Name:				
Business Address:				
				Postcode:
Delivery Address (If Different to Above):				
				Postcode:
Telephone Number:			Date Commenced:	
Type of business:				
Is this business a subsidiary or division of a parent company?				
Yes:	No:	If yes name of parent company:		
Accounts Contact Name:				
Email Address: (Invoices)			Ph:	
Purchasing Contact Name:				
Email Address: (Order Confirmations)			Ph:	
Monthly Credit Limit Requested : \$				
Bank Name:			Account No.:	
Branch:				



Classic Frosted Glass Pty Limited

A.C.N 003 420 264

A.B.N 79 003 420 264

Lot 46, 121-123 Cowpasture Road Wetherill Park NSW 2164

Phone: +61 2 9756 1733

www.cfgglass.com.au

PARTNERS / DIRECTORS / PROPRIETORS

This section must be completed by all partners, directors and proprietors

1. Name:	Title:
Private Address:	
	Driv Lic No.
Signatutre:	Date:

2. Name:	Title:
Private Address:	
	Driv Lic No.
Signatutre:	Date:

3. Name:	Title:
Private Address:	
	Driv Lic No.
Signatutre:	Date:

4. Name:	Title:
Private Address:	
	Driv Lic No.
Signatutre:	Date:

5. Name:	Title:
Private Address:	
	Driv Lic No.
Signatutre:	Date:

6. Name:	Title:
Private Address:	
	Driv Lic No.
Signatutre:	Date:

7. Name:	Title:
Private Address:	
	Driv Lic No.
Signatutre:	Date:



Classic Frosted Glass Pty Limited

A.C.N 003 420 264

Lot 46, 121-123 Cowpasture Road Wetherill Park NSW 2164

Phone: +61 2 9756 1733

www.cfgglass.com.au

COMMERCIAL TRADE REFERENCES

(Please provide minimum of 3 in support of credit limit requested)

TRADE REFERENCE 1.	
COMPANY NAME:	
ACCOUNT No.	
MONTHLY PURCHASES:	
PHONE No:	Email:

TRADE REFERENCE 2.	
COMPANY NAME:	
ACCOUNT No.	
MONTHLY PURCHASES:	
PHONE No:	Email:

TRADE REFERENCE 3.	
COMPANY NAME:	
ACCOUNT No.	
MONTHLY PURCHASES:	
PHONE No:	Email:

TRADE REFERENCE 4.	
COMPANY NAME:	
ACCOUNT No.	
MONTHLY PURCHASES:	
PHONE No:	Email:

TRADE REFERENCE 5.	
COMPANY NAME:	
ACCOUNT No.	
MONTHLY PURCHASES:	
PHONE No:	Email:

SIGNED ON BEHALF OF:	
PHONE No:	NAME:

Section B - to be completed by all Proprietary Limited (Pty Ltd) Companies

To: Classic Frosted Glass Pty Ltd

In consideration of you granting or giving credit accommodation to _____
(Insert your company here)

and forbearing for the time being to sue such Company for the recovery to monies owing by it to you . WE

Full Name	Private Address
_____	_____
_____	_____
_____	_____
_____	_____

Directors of the said Company and each of us and every one two or more of us hereby jointly and severally for ourselves and our respective Executors or Administrators GUARANTEE to you the payment on demand in writing from us or any one of us or any of our representatives of all monies which are now or may at any time be owing to you by the Company AND IN CONSIDERATION as aforesaid WE FURTHER AGREE that this guarantee shall be a continuing guarantee and shall not be considered as wholly or partly satisfied or discharged by the payment or liquidation at any time or times hereafter of any sum or sums of money for the time being due to you as aforesaid or by any settlement of account or by any other matters or thing whatsoever but shall extend to cover and be security for all sums of money at any time due to you as aforesaid notwithstanding any such payment liquidation settlement of account or other matter or thing whatsoever and that in the event of any payment being made to you by or on behalf of the company and avoided by any statutory provision that payment shall be deemed not to have discharged the liability of any of us and in the event of such payment being so avoided the parties hereto are restored to the rights which each respectively would have had if the payment had have not been made and that this guarantee shall not be determined by the death of us or any of us or by notice of such death or deaths and that you may grant any time our other indulgence to the company at any time without affecting the liability of us or any of us under this guarantee and that a certificate signed by any person who is for the time being a secretary or director of any of your companies which relies on this agreement stating the amount due to such company by the company shall be prima facie evidence of the fact and each of us agrees that he/she will not object to such certificate being admissible in any legal proceedings.

DATED this _____ day of _____ 20

Witness name _____ Directors Name _____

Witness Signature _____

Occupation _____ Directors signature _____

Address _____

Witness name _____ Directors Name _____

Witness Signature _____

Occupation _____ Directors signature _____

Address _____

Witness name _____ Directors Name _____

Witness Signature _____

Occupation _____ Directors signature _____

Address _____

... Continued

I/We warrant that the matters set out in this application form are true and correct in every detail, and acknowledge that Classic Frosted Glass Pty Ltd will rely upon the information contained herein to grant credit.

Goods supplied on credit are sold subject to the standard conditions of sales on the attached sheet.

All goods supplied on credit must be paid in full within the agreed period after the end of the month in which the goods are supplied. We reserve the right to charge interest at a rate being equivalent to the amount allowed by the Supreme Court of New South Wales in respect of all amounts which are still outstanding after the agreed period.

I/We warrant the company is not a Trustee of any Trust.

I/We acknowledge that Classic Frosted Glass Pty Ltd has informed me/us, in accordance with Section 18E(8) © of the privacy act 1988, that certain items of personal information about me/us contained in this application and permitted to be kept on a credit information file might be disclosed to a credit reporting agency or interested 3rd party. In making this application I/We agree, in accordance with provisions of paragraph b, paragraph e, and h of Section 18K (1) and/or Section 18L(4) of the privacy act that disclosure by a credit reporting agency or interested 3rd party and/or use by Classic Frosted Glass Pty Ltd of the relevant information referred to in those sections may occur for the purpose of assessing this application and I/We acknowledge that on our own behalf and on behalf of any person referred to in this application that this agreement shall continue to have effect for the duration of the loan contract/credit account should my/our application be approved.

Retention of title

We acknowledge that goods supplied by Classic Frosted Glass Pty Ltd remain the property of Classic Frosted Glass Pty Ltd until paid for in full.

I hereby accept all the terms contained herein and attached and declare the above information to be true and correct:

Signed: _____ Dated: ____/____/____

Position in Company: _____

Contact for Sales: _____ Contact for accounts: _____



TERMS AND CONDITIONS OF SALE

- 1/ Unless otherwise expressly agreed in writing these terms and conditions, which supersedes any earlier conditions appearing in formal documents or elsewhere, shall override any terms, conditions or warranties stipulated, incorporated or referred to by the Buyer.
- 2/ All contracts of sale under which Classic Frosted Glass Pty Ltd (the "Company") is the seller shall accordingly be subject to these terms and conditions (as amended by any written agreement of the Company and the Buyer).
- 3/ The reference to the Buyer in these terms and conditions means the Buyer, his employees, agents or subcontractors. The actions or signatures of any person appearing to have the authority of the Buyer so to do shall bind the Buyer.
- 4/ All prices quoted for the goods being supplied by the Company are shown as being 'Exclusive of GST' with GST then additionally added upon generation of the tax invoice.
- 5/ An order may be made by the Buyer either verbally or in writing (through email or any other ordering process) and once accepted by the Company a valid contract of sale shall be formed with the Buyer now accepting the terms and conditions contained within this document.
- 6/ The buyer agrees to pay the Company at the full list price equivalent to its costs incurred plus mark-up plus GST should the Buyer cancel any order already accepted by the Company and entered into production.
- 7/ No binding contract shall exist until the Buyers order has been accepted by Classic Frosted Glass Pty Ltd.
- 8/ Classic Frosted Glass Pty Ltd will not be liable to and will be indemnified by the Buyer for any third party claim which arises out of any defects howsoever caused which may exist in any goods delivered by Classic Frosted Glass Pty Ltd to the Buyer.
- 9/ Classic Frosted Glass Pty Ltd is a manufacturer and supplier of goods only and as such is not responsible for the nature, quality or workmanship of any installation, application or suitability for purpose being used or applied to by the Buyer which is done at the Buyers own discretion. The Company's responsibility and liability for care and safety of goods against damage (to the extent permitted by law) ends upon completion of delivery to the Buyer (Subject to the grounds for 'Claims' made under clauses 17/ & 18/ below).
- 10/ Classic Frosted Glass assumes no liability (whether for negligence, consequential loss or otherwise) for any technical advice or assistance given or the results obtained therefrom and any such advice is given as general in nature and is accepted by the Buyer at the Buyer's own risk.
- 11/ The Buyer shall not make any false representation as to the suitability of the goods for a particular purpose, the description of the goods, their merchantable quality or any other representation which will constitute a breach of any condition or warranty implied by law.
- 12/ The Buyer shall not without the permission or consent of the Company interfere with the goods or make changes to the composition or appearance of the goods as this will void any warranty implied under law.
- 13/ The Buyer shall not alter, remove, conceal or tamper with any of the trademarks or numbers on or affixed to the goods as supplied by the Company as this will void any warranty implied under law.
- 14/ Classic Frosted Glass Pty Ltd will not be liable in any manner whatsoever for delay in delivery or non delivery which is attributable to transport delays, unavailability of materials, lockouts, non payment of account or any other cause whatsoever. Any time or date named, confirmed or provided to the Buyer by the Company for completion, dispatch or delivery is an estimate only and does not constitute a condition of the contract of sale.
- 15/ Unless otherwise stated in writing the Company may make partial deliveries or deliveries by instalments in any amounts it may determine and each such partial delivery or delivery by instalment shall be deemed to be a separate contract under the terms and conditions contained within this document.
- 16/ If at the request of the Buyer a Classic Frosted Glass Pty Ltd vehicle enters the job area or building site the Buyer will indemnify Classic Frosted Glass against all claims from any person which arise out of such entry or by the presence of the vehicle in the job area or building site.
- 17/ Defective goods: Without limiting the obligations of the Company at law, goods alleged by the Buyer to be defective, if notified to the Company within seven days of receipt by the Buyer, (time being of the essence) and accepted by the Company as being defective, will at the discretion of the Company be replaced free of charge (to the original delivery point) or be credited to the account of the Buyer. The Company reserves the right to inspect such defective goods prior to determining the above. If the goods are in the custody of the Company for investigation or repair they shall be at the risk of the Buyer and no liability shall attach to the Company, its servants or agents for damage occasioned to the goods howsoever arising.
- 18/ Claims: Any claim by the Buyer for short or wrongful delivery of the goods MUST BE notified to the Company IN WRITING WITHIN SEVEN DAYS after delivery of the goods to the Buyer and any claim which the Buyer does not notify within the time of foresaid shall be deemed to have been absolutely waived. On the written notification the following items must be listed:- original order number, original packing slip number, type of glass, quantity and dimensions. Claims will not be accepted for instances of mismeasure where incorrect dimensions have been provided by the Buyer upon initial placement of the order.

- 19/ It is the responsibility of the Buyer to inspect the goods and satisfy himself as to the condition, quality, suitability and fitness for purpose of the goods prior to any use in re-sale or installation of the said goods. Should the Buyer fail to inspect the goods he shall have forfeited any right to compensation of any kind and must now pay the full purchase price of the goods to the Company.
- 20/ The Buyer agrees that the payments to Classic Frosted Glass Pty Ltd will be made within the agreed PAYMENT TERMS which for credit account customers is PAYMENT DUE 30 DAYS FROM END OF MONTH OF INVOICE. If at any time monies are overdue, the whole debt becomes due and Classic Frosted Glass Pty Ltd shall be at liberty to sue for the recovery of the whole debt.
- 21/ All amounts not paid by the Buyer within the agreed terms, shall bear interest at a rate being equivalent to the amount allowed by the Supreme Court of New South Wales in respective judgment debts as at the date of such statement.
- 22/ The Buyer shall pay all reasonable expenses to the Company resulting from any debt recovery actions against payment default (including but not limited to transportation, debt lodgement, debt collection and legal costs).
- 23/ Classic Frosted Glass Pty Ltd reserves the right to vary the agreed payment terms and total at any given time and or to require full payment in advance prior to delivery should the creditworthiness of the Buyer at any time become in the Company's opinion unsatisfactory.

RETENTION OF TITLE (ROT)

- 24/ OWNERSHIP in the goods delivered by Classic Frosted Glass Pty Ltd to the Buyer shall remain with Classic Frosted Glass Pty Ltd and Classic Frosted Glass Pty Ltd reserves the right to dispose of the goods until payment in full for the goods delivered to the Buyer has been received by Classic Frosted Glass Pty Ltd in accordance with the terms of this contract or until such time as the Buyer sells the goods to any person purchasing from the Buyer by way of a bona fide sale at full market value.
- 25/ If such payment is overdue in whole or in part then Classic Frosted Glass Pty Ltd (made without prejudice to any of its other rights) can recover or resell the goods or any of them and may enter upon the Buyers premises with right of access and in this regard the Buyer authorises Classic Frosted Glass Pty Ltd to enter the premises by its employees or agents for that purpose.
- 26/ ROT extends to A-frames provided by Classic Frosted Glass Pty Ltd in facilitating delivery of goods. A-frames remain the property Classic Frosted Glass Pty Ltd at all times (supported by formal PPSR registered security interest).
A-frames are required to be returned by the Buyer within 5 business days after date of delivery or receipt.
A holding fee of \$35 per A-frame per week will be charged to customers beyond the first week which will remain 'free of charge'.
All pick-up requests MUST be sent IN WRITING via email to orders@cfgglass.com.au and verbal requests for pickup will not be accepted.
- 27/ Until the date of such payment the Buyer shall store the goods not yet on-sold or delivered in such a way so that they are clearly identifiable as the property of Classic Frosted Glass Pty Ltd.
- 28/ The Buyer acknowledges that it will grant the Company a security interest in all present and after acquired goods supplied by the Company and their proceeds to secure all moneys owing to the Company now and in the future in respect of the supply of goods.
- 28/ The Buyer undertakes to provide any information that the Company may reasonably require to enable them to perfect and maintain a security interest.
- 30/ The Buyer will pay all costs incurred by the Company in filing any documentation in connection with these terms and conditions.

SIGNED :

DATE:

NAME:

*Return form to:- accounts@cfgglass.com.au; or
orders@cfgglass.com.au*