

**PRIVATE
AND CONFIDENTIAL**

**APPLICATION FOR COMMERCIAL CREDIT
FACILITIES WITH**

TEAL WINDOWS PTY LIMITED

A.C.N. 092 329 309

Trade references (current only - minimum six (6) months trade)

(office use only)

(Approved)

Company Name..... Telephone..... Contact.....		
Company Name..... Telephone..... Contact.....		
Company Name..... Telephone..... Contact.....		

TERMS

The applicant:

1. Agrees that the business references may be approached in order to assist processing of this application.
2. Warrants that the information in the application is true and correct and that unless otherwise stated the subject business is not structured on a trusteeship involving a discretionary trust or family trust.
3. Agrees that any change which affects the trading address, legal entity, structure, management or control of the applicant will be notified to Teal Windows Pty Limited (herein referred to as "the company") within 7 days of the change becoming effective.
4. Agrees that goods purchased in any month are be paid for by the conclusion of the following month.
5. Acknowledges that the credit facility may be withdrawn if payment has not been received by the due date.
6. Agrees to make any complaint to the company as to incorrect charges or non-delivery of goods within 14 days of receipt of the monthly statement in respect of the purported delivery of such goods and that if the applicant fails to make such a complaint the applicant shall be conclusively deemed to have accepted that the goods in the account were correctly charged and delivered to the applicant.
7. Agrees that if any amount is not paid within the agreed terms of payment an account keeping fee may be charged at the rate of 2% per month on the amount overdue for the period due date and until payment is made in full.
8. Agrees that in the event of litigation, proceedings may be served upon the applicant by posting same to the registered office or trading address of the applicant last notified to the company and the applicant shall be deemed served with such proceedings within 2 business days of posting same and further that this credit agreement shall be deem to be entered into at Grafton in the State of New South Wales and that any action for recovery may be commenced out of a Court of competent jurisdiction at Grafton aforesaid.
9. Agrees that this agreement shall be governed by the laws of New South Wales
10. Warrants that for the purposes of interpretation, credit is provided predominantly for the purposes of carrying on or establishing a trade, business or profession.

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These provisions are applicable in the event the applicant is a company or incorporated association

Guarantee

As a separate and severable agreement the Directors of the applicant corporation or, in the case of an incorporated association, the office bearers thereof, who make this application for the applicant IN CONSIDERATION of Teal Windows Pty Limited (herein referred to as "the company") at their request agreeing to supply and/or to continue to supply the applicant with goods and/or services from time to time and to provide the applicant with the credit facilities applied for HEREBY JOINTLY AND SEVERALLY agree with the company as follows:

1. To guarantee to the company the payment by the applicant for all goods and/or services as the company has hitherto supplied or as the company may hereafter supply from time to time at the applicant's request and notwithstanding that I shall not have notice of any neglect or omission on the applicant's part to pay for such goods and/or services according to the terms agreed on between the company and the applicant.
2. I agree as a primary obligation to indemnify the company on demand for and against any losses incurred by the company as a result of any indebtedness of the applicant to the company being or becoming void, voidable or unenforceable for any reason whatsoever, whether or not known to the company, the amount of such loss being the amount which the company would have otherwise been entitled to recover from the applicant.
3. This guarantee and indemnity shall be a continuing guarantee and indemnity to the company for the whole of the applicant's indebtedness or liability to the company in respect of goods and/or services supplied or to be supplied to the applicant as aforesaid or upon any other account howsoever arising.
4. The company shall be a liberty without discharging me from liability hereunder to grant time or other indulgence to the applicant in respect of goods and/or services supplied by the company to the applicant as aforesaid and to accept payment from the applicant in cash or by means of negotiable instruments and to treat the applicant in all respects as though I were jointly and severally liable with the applicant as debtors to the company instead of being merely sureties for the applicant and in order to give full effect to the provisions of this guarantee and indemnity I HEREBY WAIVE and each of us HEREBY WAIVES all rights inconsistent with such provisions and which we might otherwise as sureties be entitled to claim and enforce.
5. The company may at any time or times at its discretion and without giving any notice whatsoever to me refuse further credit or supplies of goods and/or service to the applicant and grant to the applicant or to any drawers acceptors or endorsers of Bills of Exchange promissory notes or other securities received by the company from the applicant or on which the applicant may be liable to the company at any time or other indulgences and compound with the applicant or them respectively without discharging or impairing my liability under this guarantee or indemnity.
6. This guarantee and indemnity shall be enforceable against me jointly and each of us severally notwithstanding that any negotiable or other securities referred to herein or to which it shall relate or be applicable shall at the time of proceedings being taken against us or either of us by this guarantee or indemnity be outstanding or in circulation and it is expressly declared that notwithstanding the fact that this instrument of guarantee or indemnity may be intended or expressed to be executed and given by more than one person the same shall, in fact, be a valid and effectual instrument of guarantee and indemnity binding against such person or persons as shall execute the same forthwith upon their execution and shall continue to be binding as against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
7. This guarantee and indemnity shall remain in force as to future transactions until determined by one calendar month's notice in writing given by me (or in case of death by my personal representative) which shall be left personally with the Secretary for the time being of the company at its registered office in the State of New South Wales.
8. Where herein words importing the singular number or plural number shall include the plural number and singular number respectively and words importing the masculine gender shall include the feminine or neuter gender.

Privacy Act

The applicant and signatories hereto acknowledge and agree:

1. Pursuant to s.18E(8)(c) of the Privacy Act 1988 certain items of personal information about the applicant and any guarantor contained in this application and/or permitted to be kept on a credit information file might be disclosed to a credit reporting agency.
2. That in accordance with s.18K and/or s.18L of the Privacy Act 1988 disclosure by a credit reporting agency and/or use by the company of the relevant information referred to in those sections may occur for the purpose of assessing this application and any guarantee, notification of other credit providers of default by the applicant, assessing the applicant's or any guarantor's credit worthiness, recovering from the applicant or any guarantor payments that are due in respect of any commercial credit facility and to exchange information with other credit providers as to the status of the applicant's account when the applicant is in default with other credit providers.
3. That this agreement shall continue to have effect for the duration of the credit account should the applicant's application be approved.
4. That for the purposes of s.18N of the Privacy Act 1988, the company may disclose information derived from a report or the entire report in the company's possession to other credit providers for the purpose of providing a reference or references to that other credit provider in the conduct by the applicant of the applicant's account.

DATED:..... 20

1. Full name..... Signature.....
2. Full name..... Signature.....
3. Full name..... Signature.....
4. Full name..... Signature.....

(must be signed by at least two Directors)