

# Gleda Pty Ltd

ABN: 25 108 210 500

PO Box 258, LOWOOD Q 4311 Ph: 07 54263700 Fax: 07 54263711

## CREDIT APPLICATION

Company Name: \_\_\_\_\_

Trading Name: \_\_\_\_\_

ABN Number: \_\_\_\_\_ Manager/Director's Name: \_\_\_\_\_

Registered Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Commencement Date of Business: \_\_\_\_\_ Date of Incorporation: \_\_\_\_\_

State Where Incorporated: \_\_\_\_\_ Length of Time in Business: \_\_\_\_\_

### Full Name and Private Address of Directors, Proprietors or Partners:

1 \_\_\_\_\_  
A/H Telephone: \_\_\_\_\_

2 \_\_\_\_\_  
A/H Telephone: \_\_\_\_\_

3 \_\_\_\_\_  
A/H Telephone: \_\_\_\_\_

Requested Credit Limit: \$ \_\_\_\_\_ Proposed Monthly Purchases: \$ \_\_\_\_\_

Name of Accounts Contact: \_\_\_\_\_

### Banking Details

Bank \_\_\_\_\_ Branch \_\_\_\_\_  
BSB \_\_\_\_\_ Account Number \_\_\_\_\_

### Trade References

Company: \_\_\_\_\_ Fax: \_\_\_\_\_

Company: \_\_\_\_\_ Fax: \_\_\_\_\_

Company: \_\_\_\_\_ Fax: \_\_\_\_\_

I certify that the above information is true and correct and that I am authorised to make this application for credit. In accordance with the Privacy Act (1988) I authorise that any information disclosed in this credit application may be disclosed to a credit reporting agency. In consideration of your granting credit to the above company, I guarantee that payment will be made strictly in accordance with your terms of cash, 14 days from date of invoice and if the account is not paid by the company in accordance with these terms, I will accept personal responsibility for payment. I further agree that this guarantee shall be a continuing guarantee and will not be affected by any postponement of payment or other indulgence granted by you to the above company.

Signed: \_\_\_\_\_ Full Name: \_\_\_\_\_

Witness: \_\_\_\_\_ Full Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Full Name: \_\_\_\_\_

Witness: \_\_\_\_\_ Full Name: \_\_\_\_\_

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## **CONDITIONS OF SALE**

1. (a) The expression "the Company" in these conditions shall mean Gleda Pty Ltd; (b) "goods" shall include services (c) "the Purchaser" shall mean the Applicant on the credit application.
2. (a) Conditions, warranties and other provisions which apply to or in respect of this Contract under or by virtue of the Trade Practices Act 1974 or any other enactment of the Commonwealth of Australia or the state of Queensland and which by or under that enactment cannot be excluded herefrom are declared to apply hereto together with the rights and liabilities thereby created without restriction, limit or modification notwithstanding any inconsistencies with these conditions; (b) Subject to paragraph (a) of this Condition, no warranty condition description or representations on the part of the Company is given or implied or has been given or is to be implied from anything said or written in the negotiations between the parties or their representatives.
3. Any times quoted for delivery are estimated only and the Company shall not be liable for failure to deliver or for delay in delivery arising from any cause whatsoever beyond the Company's control. The Company shall in any such event be entitled to cancel this agreement by Notice in writing to the Purchaser and the Purchaser shall not have any claim against the Company in respect of any such cancellation. The Purchaser shall not be relieved of any obligation to accept or pay for goods by reason of any delay or dispatch. The Company reserves the right to deliver by installments and each installment shall be deemed to be sold under a separate agreement. Failure to deliver any installment shall not entitle the Purchaser to repudiate the agreement.
4. Unless otherwise expressly agreed in writing the price of goods quoted may be varied by the Company to allow for any increase or decrease of any excise or taxes or charges which may be established or levied by any Governmental Authority (domestic or foreign) upon the goods or any part thereof and any exchange rate variation.
5. (a) Terms of payment are within fourteen (14) days from the date of invoice; unless otherwise specified. (b) In the case of goods which are delivered by installments, the value of each installment shall be paid fourteen (14) days after the date of delivery unless otherwise specified.
6. The Company's responsibility and liability for risk of loss or damage with respect to the goods passes to the Purchaser on delivery of the goods to the Purchaser, his servant or agents or to any carrier. Any claim for short delivery will not be recognised unless lodged in writing with the Company within seven (7) days of delivery.
7. Subject to special conditions 2 :
  - a. The Company shall not be liable to the Purchaser for any loss, damage or liability of whatever kind which may be sustained by the Purchaser –
    - i. Whether from the use of the goods; or
    - ii. From any manufacture or process of or with respect to the goods; or
    - iii. From any other cause.
  - b. The Company's liability (if any) in respect of all claims hereunder shall be limited to the value of the portion or item of the goods which is not in accordance with the agreement and the Company may completely discharge its liability by replacing that portion or item.
8. Subject to Condition 2, the Company shall have no liability in respect of a claim that the goods or any portion of them are not in accordance with the agreement unless the claim is communicated to Gleda within 24hrs of delivery and lodged in writing with the Company within fourteen (14) days from the date of receipt of the goods by the Purchaser.
9. If the Purchaser makes a default in any payment, commits an act of bankruptcy, enters into liquidation, whether compulsory or voluntarily, or enters into an arrangement of composition for the benefit of its creditors, not being a company enters into a Deed of Arrangement for the benefit of their creditors, the Company may at its option withhold further deliveries or cancel the Agreement without prejudice to its right hereunder.
10. Ownership of the goods to be delivered will only be transferred to the Purchaser when payment in full for the goods has been received by the Company:
  - a. The Purchaser shall, if instructed by the Company, securely store the goods so that they are clearly identified as a property of the Company, are fully insured against theft or damage;
  - b. If the goods are used in the manufacture of other goods, the property in those goods shall be transferred to the Company and they shall be stored so that they are clearly identified as the property of the Company PROVIDED that the Purchaser may sell and deliver any such goods to a third party in the ordinary course of business upon the condition that should the Company require the Purchaser will assign to the Company its rights in respect of the sale price thereof.