

**PRIVATE  
AND CONFIDENTIAL**

**APPLICATION FOR COMMERCIAL CREDIT  
FACILITIES WITH**

**TEAL WINDOWS PTY LIMITED**

A.C.N. 092 329 309  
(the 'Company')

## Teal Windows Pty Limited

ACN 092 329 309

### Application for a commercial credit account

Application is hereby made for a credit account and the following information is submitted for this purpose. If an account is granted we understand that the account is to be conducted in accordance with the undermentioned terms and otherwise on the conditions contained in this form.

#### Business Details

Type of business (Circle one):       Sole Trader                       Partnership                       Trust  
 Government Body/Dept       Company                       Incorporated Association

Full Legal Name  
of Business entity ..... ABN .....

of (Registered office)..... Postcode:.....

and of (Trading address) ..... Postcode:.....

Postal address ..... Postcode .....

Trading Name (if applicable) ..... Business phone.....

Is trade name registered?       YES       NO. Registration Number:.....

If company: Part of corporate group?       YES       NO and If YES:

Name of parent holding company..... ACN.....

Registered office..... Postcode .....

#### Directors, Partners' or Sole Trader's details (attach list if more than three)

1. Full name..... Date of Birth..... Phone .....

of ..... Postcode .....

AND

2. Full name..... Date of Birth..... Phone .....

of ..... Postcode .....

AND

3. Full name..... Date of Birth..... Phone .....

of ..... Postcode .....

**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 & CONDITIONS****1. Interpretation**

In these terms and conditions:

- (a) "The Company" means Teal Windows Pty Limited ACN 092 329 309 and any related body corporate as defined in the *Corporations Act 2001* (Cth) and its successors and assigns.
- (b) "Customer" means the entity stated in the Application for Credit, its successors and assigns and any other person offering to contract with the Company on these terms and condition or, where such person is acting in the course of employment, such person's employer.

**2. Agents**

The Company shall be at liberty to retain agents or any other entity it sees fit at the sole discretion of the Company and the Customer consents to disclosure of information about the Customer to these agents.

**3. Teal Windows Terms and Conditions of Sale**

The Customer acknowledges that goods supplied by the Company are supplies subject to the Terms and Conditions of Sale ("Terms") published on the Company's website [www.tealwindows.com.au](http://www.tealwindows.com.au) which Terms are incorporated herein. The Customer acknowledges having read and agreed to the Terms.

**4. Consumer Credit Code**

The Customer and Guarantors declare that the credit to be provided is to be applied wholly or predominantly for business purposes and not for personal, domestic or household purposes.

**Guarantee and Indemnity**

As a separate agreement the person or persons making this application on behalf of a corporation or incorporated association (herein called the "corporation") in consideration of the Company at his, her or their request agreeing to supply or to continue to supply goods and or services to the corporation from time to time and/or to provide the corporation with credit facilities do hereby jointly and severally agree with the Company as follows:

1. To guarantee to the Company the due payment by the corporation of all monies owing by the corporation to the Company from time to time on any account whatsoever and notwithstanding the guarantor shall not have notice of any neglect or omission of the corporation to pay any such monies according to the terms agreed on between the Company and the corporation.
2. Each guarantor has a separate additional and primary liability, irrevocably and unconditionally agrees to indemnify the Company and keep the Company indemnified against any cost, loss, damage, claim, demand or action suffered by the Company arising from any failure by the corporation to satisfy any debt or liability due by the corporation to the Company on any account whatsoever or any obligation or liability by the corporation to the company being void, voidable or unenforceable against or irrecoverable from the corporation for any reason, whether or not the Company knew or ought to have known of that reason
3. This guarantee and indemnity is a continuing guarantee and indemnity to the Company for the whole of the corporation's indebtedness or liability to the Company upon any account howsoever arising.
4. The Company shall be at liberty without discharging the guarantor from liability hereunder to grant time or other indulgence to the corporation in respect of monies owing to the Company, to accept payment from the corporation in cash or by means of negotiable instrument and to treat the corporation in all respects as though the guarantor was jointly and severally liable with the corporation as debtor to the Company instead of being merely surety for the corporation and in order to give full effect to the provisions of this guarantee and indemnity the guarantor and each of them waives all rights inconsistent with such provisions and which he/she or they might otherwise as surety 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 the guarantor refuse further credit or supplies of goods and/or services to the corporation and grant to the corporation or to any drawers, acceptors or endorsers of bills of exchange, promissory notes or other securities received by the Company from the corporation or on which the

corporation may be liable to the Company, any time or other indulgences and compound with the corporation without discharging or impairing the guarantor's liability under this guarantee and indemnity.

6. This guarantee and indemnity shall be enforceable against the guarantor jointly and each person comprising the guarantor individually, 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 been taken against the guarantor or any one of them 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 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 against each such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
7. A certificate or statement by an officer or credit manager of the Company purporting to state the amount owing by the guarantor to the Company at any time shall be conclusive proof of its contents except in the case of manifest error.
8. Words herein importing the singular number or plural number shall include the plural number and singular number respectively.

**Acknowledgment**

I/We acknowledge that I/we have read and understood the contents of these terms and conditions and the guarantee and indemnity.

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**Signature of Applicant/Director**

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*Signature*

.....  
*Date*

.....  
*Name (please print)*

.....  
*Capacity (eg Director)*

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**Signature of Applicant/Director**

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*Signature*

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*Date*

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*Name (please print)*

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*Capacity (eg Director)*

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**Signature of Applicant/Director**

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*Signature*

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*Date*

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*Name (please print)*

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*Capacity (eg Director)*

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