



Unit 33, 10 Gladstone Road, Castle Hill, NSW 2153, Australia  
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 Tel. +61-(0)2-9889-2520 Fax +61-(0)2-9889-2954

## APPLICATION FOR CREDIT ACCOUNT

For obtaining commercial credit from Glyn Ltd I/We submit for your consideration and in support of our application the following details:

Trading Style: \_\_\_\_\_  
 Company/Partnership Name: \_\_\_\_\_  
 ACN # \_\_\_\_\_ ABN # \_\_\_\_\_

Postal Address: \_\_\_\_\_  
 Phone No (1) \_\_\_\_\_ Phone No (2) \_\_\_\_\_ Fax No: \_\_\_\_\_  
 Delivery Address: \_\_\_\_\_ Post Code: \_\_\_\_\_

Legal Structure: \_\_\_\_\_

Please tick: \_\_\_\_\_ Please fill below: \_\_\_\_\_

<input type="checkbox"/> Pty Ltd Company	<input type="checkbox"/> Names of Directors
<input type="checkbox"/> Partnership	<input type="checkbox"/> Names & Addresses & Date of Birth of all Partners
<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Name & Address & Date of Birth of the Proprietor

_____	DOB	/	/
_____	DOB	/	/
_____	DOB	/	/
_____	DOB	/	/
_____	DOB	/	/

Number of years in business: \_\_\_\_\_ Anticipated Monthly Business: \_\_\_\_\_  
 Credit Limit Requested: \$ \_\_\_\_\_  
 Bank Name: \_\_\_\_\_ Bank Address: \_\_\_\_\_

Contacts – Name & Email: Purchasing:	_____
Name & Email: Accounts Payable:	_____

Trade References (3 Main Suppliers):

Name	Phone No	Fax No or Email
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

The undersigned acknowledge that Glyn Ltd has informed me/us in accordance with S.18E8(c) of the **Privacy Act 1988**, that certain items of identity/personal information about me/us contained in this application may be exchanged between Glyn Ltd and a credit reporting agency. This information includes identity particulars, the fact an application was made and the amount, current credit provider status, arrears and discharges, dishonoured cheques and serious credit infringements.

The undersigned agree that Glyn Ltd may give and seek from any credit providers named in this credit application and any credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements and I/We hereby irrevocably authorise such information to be given by and to Glyn Ltd. I/We understand that this is 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 Privacy Act.

The undersigned warrants to Glyn, both personally and for and on behalf of the applicant that the information contained in this Application is true and correct to the best of my/our knowledge. I/We agree that should this application be approved I/We will abide by your General Terms and Conditions of Sale as supplied with this application and that I/We will advise promptly any change of name, address, directors, proprietors or legal structure of our business

Signature(s) of the Proprietor(s)/Director(s):

_____	Date:	_____
_____	Date:	_____
_____	Date:	_____

# GENERAL TERMS AND CONDITIONS OF SALE

1. In these terms and conditions of sale:  
"Glyn" means Glyn Ltd or any of its related bodies corporate.  
"Purchaser" means the purchaser of the Goods  
"Goods" means the goods the subject of an Order by the Purchaser.
2. The Purchaser warrants and declares that any credit provided by Glyn is to be applied wholly or predominantly for business or investment purposes and not for personal, domestic or household purposes.
3. Order
  - (a) An order for goods constitutes an unconditional and irrevocable offer to purchase the Goods by the Purchaser subject to these terms and conditions ("**Order**").
  - (b) Acceptance of an Order by Glyn takes effect on delivery by Glyn of the Goods and an agreement for the supply of goods comes into existence between Glyn and the Purchaser.
  - (c) Glyn may at its absolute discretion decline any Order either in whole or in part.
4. All Prices are subject to change without notice.
5. On or after delivery of the Goods, Glyn may provide an invoice to the Purchaser which reproduces these terms and conditions for the information of the Purchaser. The invoice is not a contractual document.
6. Payment:
  - (a) Payment must be made within 30 days from the end of month from the date of the invoice, unless otherwise specified on invoice. If an invoice is not received in respect of the Goods, payment must be made within 60 days of delivery of the goods
  - (b) If payment is not made when due, Glyn may:
    - i. withdraw any credit; and
    - ii. charge interest on all amounts owing by the Purchaser to Glyn on a daily basis at a rate equal to [2]% per annum above the rate currently known as the Secured Overdraft base of [ANZ Bank] Limited or any other rate replacing that rate, accruing and calculated on a daily basis.
  - (c) All costs incurred in the collection of outstanding debts or resolving disputes will be paid for by the Purchaser, including interest and legal fees.
7. Retention of title

Until full payment has been made of the price of any Goods purchased from Glyn in accordance with these terms and conditions or otherwise:

  - (a) The price and any other sums payable to Glyn in accordance with these terms and conditions or otherwise, shall become immediately due and payable if the Purchaser makes default in paying or if the Purchaser shall become bankrupt or commit any act of bankruptcy or compound with its creditors or have judgement entered against it in any court or, being a company, have a provisional liquidator, receiver or manager appointed.
  - (b) The property in the Goods shall not pass to the Purchaser and the Purchaser shall keep the Goods as bailee for Glyn (returning the same to Glyn upon request). The Goods shall nevertheless be at risk of the Purchaser from the time of delivery.
  - (c) Glyn is irrevocably authorised to enter any premises where the Goods are kept, and to use the name of the Purchaser and to act on its behalf, if necessary, to recover possession of the Goods.
  - (d) Glyn reserves the right to register their interest on PPSR.
8. The Recommended Retail Price set out or referred to in any Price Schedule distributed by Glyn is a recommended price only, and there is no obligation to comply with the recommendation. The provisions of the *Trade Practices Act 1974* (Cth) is to apply.
9. Risk and Insurance for Goods in transit are the responsibility of the Purchaser.

10. All Claims in relation to the Goods must be made in writing within 7 days of delivery. No returns will be accepted without the authority of Glyn, and the original invoice or delivery docket number must be quoted on all correspondence.
11. Product returns may be subject to 15% restocking fee.
12. Glyn and the Purchaser agree that the supply of goods by Glyn to the Purchaser under these terms and conditions is governed by the laws of Australia and agree to submit to non-exclusive jurisdiction of the Courts in New South Wales and any court hearing appeals from those Courts.
13. Glyn may from time to time at its absolute discretion vary these terms and conditions of sale.
14. The Purchaser expressly agrees and acknowledges that it is a condition of Glyn approving the Purchaser's application for credit that any supply of Goods by Glyn is subject only to these terms and conditions. In no circumstances may the Purchaser introduce or attempt to introduce contractual terms governing such supply which are inconsistent with these terms and conditions.
15. The director(s), partners or proprietor(s) referred to in the Application for Credit Account on the reverse side will remain liable for all Goods supplied by Glyn notwithstanding any change in the directorship, partnership until such change shall have been notified to and accepted by Glyn and the said director(s), partners or proprietor(s) expressly released from his/their obligations hereunder.
16. The Products and technologies to be supplied by Glyn Ltd will not be exported, re-exported or transhipped in violation of any applicable export control laws and regulations promulgated and administered by the government of the country claiming jurisdiction over the parties or transactions. The Products and technologies to be supplied by Glyn Ltd will not knowingly be applied in the design, development, production, stockpiling or use of the weapons of mass destruction, such as nuclear, chemical and biological weapons or missiles to deliver any such weapons, nor for any use supporting these weapons activities. We further certify that these products and/or technologies will not be sold or disposed of to any party intending to use the products and/or technologies for any purpose or activity specified above.
17. Glyn will not be liable for any breach of contract due to any matter or things beyond Glyn's control (including but not limited to transport stoppages, transport breakdown, fire, flood, earthquake, acts of God, strikes, lock-outs, work stoppages, wars, riots or civil commotion, intervention or public authority, explosion or accident).

Signature(s) of the Proprietor(s)/Director(s):

		Date:
		Date:
		Date:

**Please Note:** On completion of this form both sides may be faxed to speed processing of the application, but please ensure that the original is mailed to the address above.