



TuffCo Pty Ltd
 ABN: 25 626 137 120
 Phone: 1300 883 326
 Email: sales@tuffcoglass.com.au

30 DAY CREDIT ACCOUNT APPLICATION

CUSTOMER DETAILS Name of Company _____ ACN/ABN _____

(hereafter jointly and severally AND
 "Customer"/"You"/
 "Applicant")

Directors/Proprietors/Sole Trader details:
 Surname _____ Given Names _____ Residential Address _____

LIMIT Name of Proposed Account _____
 Account limit requested \$ _____

CONTACT DETAILS Postal Address _____ PC _____
 Business Address _____ PC _____
 Phone (Business) _____ (Private) _____
 Fax (Business) _____ (Private) _____
 Mobile _____ Email _____

BUSINESS DETAILS Nature of Business _____
 Number of years in business _____

ACCOUNTANT Contact Name and Address _____

TRADING BANK Contact Name and Address _____

TRADE REFERENCES

1.	Company Name _____	Phone _____
		Fax _____
2.	Company Name _____	Phone _____
		Fax _____
3.	Company Name _____	Phone _____
		Fax _____

FINANCIAL POSITION

Statement of assets and liabilities as at / /

ASSETS	\$	LIABILITIES	\$
Cash at bank	_____	Creditors	_____
Stock	_____	Loans-bank	_____
Debtors	_____	other liabilities	_____
Other assets	_____		
TOTAL ASSETS	_____	TOTAL LIABILITIES	_____

Does anyone hold a charge or security over your assets? Yes / No
 If yes, please supply details of Mortgagee and amount: _____

TERMS

ACCOUNTS STRICTLY 30 DAYS FROM STATEMENT DATE.

IMPORTANT NOTICE TO APPLICANT(S) FOR CREDIT (SECTION 18(e)(c) PRIVACY ACT 1988)

PLEASE READ CAREFULLY

Tuffco Pty Limited may give information about you to a credit agency, but only limited kinds of information are allowed under section 18E(1) of the Privacy Act 1988 (Commonwealth). This includes:

- Identity details – this only includes your name, sex, date of birth, current known address, previous address, your current or last known employer and your driver’s license number;
- The fact that you have applied for credit and the amount;
- The fact that Tuffco Pty Limited is a credit provider to you;
- Payments overdue for at least 60 days and for which collection action has been commenced;
- Advice that payments are no longer overdue;
- Cheques drawn by you which have been dishonored more than once;
- In specified circumstances that in the opinion of Tuffco Pty Limited you have committed a serious credit infringement;
- That credit provided to you by Tuffco Pty Limited has been paid or otherwise discharged.

STATEMENT BY YOU (THE APPLICANT(S)) FOR CREDIT

Please read carefully before signing. Where more than one applicant, each applicant to sign.

1. Giving information to a Credit Reporting Agency (Section E(8)(c) Privacy Act 1988)
Tuffco Pty Limited has informed me that it may give certain personal information about me to a credit reporting agency.
2. Access to Commercial Credit Information (Section 18L(4) Privacy Act 1988)
In order to assess my application for personal credit, I/we agree to Tuffco Pty Limited obtaining a report about my commercial activities or commercial credit worthiness, from a business which provides information about the credit worthiness of persons.
3. Access to Consumer Credit Information (Section 18 K(1)(b) Privacy Act 1988)
In order to assess my application for commercial credit, I/we agree to Tuffco Pty Limited obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to the proposed commercial credit to be provided by Tuffco Pty Limited.

I/We hereby apply to establish credit facilities with and agree to abide by the attached terms and conditions (4 pages in total). I/We understand that a credit check will be undertaken as part of this application and that I/We have read and understood the acknowledgement and authority regarding the Privacy Protection of Information.

I/We acknowledge that we are all jointly and individually severally liable to Tuffco Pty Limited for any amounts due under this credit facility.

Dated: _____, 20

Name (please print) _____ Signature _____

Name (please print) _____ Signature _____

Executed by _____ Pty Limited A.C.N _____

Signature of Director _____ Signature of Secretary _____

Print Name of Director _____ Print Name of Secretary _____

TUFFCO PTY LIMITED
30 DAYCREDIT CONDITIONS AND TRADING TERMS

- 1. Payment**
You must pay Tuffco Pty Limited on or before the date being 30 days after each invoice is debited to your account.
- 2. Interest**
If payment in full is not received by Tuffco Pty Limited on or before the due date, you agree to pay interest on all amounts owing and not paid by such due date until the date on which payment is made in full. All payments received from you shall be applied by Tuffco Pty Limited first towards reduction of any interest owing and then in reduction of any outstanding amount. The interest rate is the rate charged to Tuffco Pty Limited by its banker on overdraft amounts exceeding \$100,000.00.
- 3. Collection Costs**
All collection costs of whatever nature incurred by Tuffco Pty Limited are payable by you.
- 4. Caveat**
If you fail to pay any invoice amount due to Tuffco Pty Limited within the thirty(30)day period you hereby agree that Tuffco Pty Limited has and holds an interest in any land owned by you (either at the date hereof or later acquired), including but not limited to land in ownership with any other person or entity, and further that Tuffco Pty Limited may register a Caveat over that land to, inter alia, further secure your payment to Tuffco Pty Limited.
- 5. Retention of Title**
Until ALL INVOICES are paid in full and ALL MONEYS receipted and cleared, ownership of the goods remain with Tuffco Pty Limited, but the risk passes to you on delivery. Delivery shall occur if Tuffco Pty Limited or its Agent(s) delivers, on delivery, and or if you or your Agent(s) takes delivery, at that point of delivery. Until Tuffco Pty Limited is paid in full, the relationship of you to Tuffco Pty Limited shall be fiduciary in respect of the goods and you shall hold the goods as bailee only for Tuffco Pty Limited. You shall store the goods separately on its own until ownership has manifested in you by your payment. Should the goods be onsold to a third party before payment to Tuffco Pty Limited or in the event of the appointment of an Administrator, Controller, Managing Controller, Receiver or Receiver Manager, or entry into an Informal/Formal Deed of Arrangement under the Bankruptcy Act of 1966 by you, then you hereby assign to Tuffco Pty Limited the right of recovery of payment from that third party. The money resulting from the sale of the goods are to be specifically earmarked and placed in a separate account on trust for Tuffco Pty Limited, until payment in full is made to Tuffco Pty Limited for the cost of the goods only, to guarantee clear passage of ownership to the third-party innocent purchaser.

In the event you are in default of these agreed trading terms, then you without reservation grant a right of entry waiver to any or all properties under your control, where the goods are reasonably expected to be stored. You indemnify and save harmless Tuffco Pty Limited, its servants or agents in relation to loss or damage as a result of the retaking of possession of the said goods. Further in the event Tuffco Pty Limited exercises its right of retaking possession of the said goods, you grant power of sale to Tuffco Pty Limited to resell the said goods and you acknowledge that any shortfall owing after the said goods are resold will be your responsibility.
- 6. Change**
Where any change takes place in your trading structure you must notify Tuffco Pty Limited and make a new application for credit. You shall remain liable for all amounts owing under the existing trading account until the whole amount (including interest and charges) has been paid in full to Tuffco Pty Limited.
- 7. General**
You acknowledge and agree:
 - (a) Tuffco Pty Limited is entitled in its absolute discretion to set off any credits that may appear in your trading account against any other amounts owed by or debts of you to Tuffco Pty Limited (and to give this effect, you irrevocably appoint Tuffco Pty Limited as your attorney);
 - (b) You will pay to Tuffco Pty Limited on demand all stamp duty and other government duties and charges on any payments and receipts under these trading account conditions. If Tuffco Pty Limited pays any of those amounts, you must reimburse Tuffco Pty Limited.
 - (c) Tuffco Pty Limited can transfer its rights under or in relation to the trading account to someone else. If Tuffco Pty Limited does, these trading account conditions will apply to the transferee as if it were Tuffco Pty Limited. If Tuffco Pty Limited wants to transfer its rights it can give anyone all information the privacy legislation allow it to give;
 - (d) Tuffco Pty Limited acceptance of payment, or delay or failure to act, shall not prejudice its right to exercise remedy against you for payment; and
 - (e) Tuffco Pty Limited has the right to change these terms at any time by notice to you.