



G. JAMES

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creditref@gjames.com.au

gjames.com

G. James Australia Pty. Ltd. ABN 47 010 823 542 & subsidiary companies as listed below herein referred to as "G. James"

- G. James Glass & Aluminium Pty. Ltd. ABN 23 010 828 369
- G. James Safety Glass Pty. Ltd. ABN 86 001 230 039
- G. James Glass & Aluminium (Qld) Pty. Ltd. ABN 53 010 828 056
- Cheras Industries Pty. Ltd. ABN 45 009 674 677
- G. James Extrusion Co Pty. Ltd. ABN 95 010 828 234
- G. James Safety Glass (Qld) Pty. Ltd. ABN 55 010 828 065
- G. James (N.Z.) Limited.
- Contract Glass & Aluminium Pty. Ltd. ABN 51 010 828 047
- G. James Glass & Aluminium Pty. Ltd. T/as Quick Ally ABN 23 010 828 369
- G. James Extrusion Co Pty. Ltd. T/as G. James Furniture Co. ABN 95 010 828 234

Application for Credit (*Denotes a mandatory field)

Confidential

1. *Customer Name / Legal Entity		
*ABN:	*ACN:	
2. *Trading Name (If different from above):		
3. *Structure of Business: <input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Pty Ltd <input type="checkbox"/> Trust <input type="checkbox"/> Other (Specify):		
4. Nature of Business:		Year Commenced:
5. *Postal Address:		Postcode:
6. *Registered Address:		Postcode:
7. *Delivery Address:		Postcode:
8. *Phone:	Fax:	Mobile:
9. *Email: (Required for invoices and statements)		General Email:
10. *Details of all Traders, Partners or Directors:		
Full Name	Address	Postcode
1.		
Mobile:	Drivers Lic No:	Date of birth:
2.		
Mobile:	Drivers Lic No:	Date of birth:
3.		
Mobile:	Drivers Lic No:	Date of birth:
4.		
Mobile:	Drivers Lic No:	Date of birth:
11. * Maximum credit limit requested (\$ value):		
12. *References		
Referee Name	Referee Email Address	Referee Phone Number
1.		
2.		
3.		
4.		

Terms & Conditions

Confidential

1. This Agreement is deemed to be made in Brisbane upon G.James' acceptance of this application.
2. The Customer:
 - a. warrants that all information in this Credit Application is correct;
 - b. acknowledges receipt of G.James Standard Terms and Conditions and agrees that all Goods will be supplied by G.James to the Customer on those Terms;
 - c. agrees to notify G.James in writing prior to any event being a change to the structure, status or partnership, or assignment or sale of business of the Customer. No such event will affect the liability of the Customer named in this application or any Guarantor of any credit granted pursuant to this application, until a fresh application for credit made in the name of the Customer and/ or the new entity as restructured or changed is received and approved by G.James.
3. The individuals acknowledge that under the Privacy Act ("The Act"), G.James is allowed to give a credit reporting agency personal information about the credit application. The information which may be given to an agency is covered by the Act.
4. The individuals agree that G.James may, if it considers relevant for the purpose, obtain from a credit reporting agency credit reports containing personal credit information about the individuals for the purpose of assessing the application for commercial credit. The individuals agree that if G.James approves the Customer's application for credit this agreement remains in force until the credit facility covered by the Customer's application ceases.
5. G.James may give to and seek from 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 the individual's credit arrangements. The individuals understand that this information can include information about their credit worthiness, credit standing, credit history or credit capacity that providers are allowed to give or receive from each other under the Act. The individuals understand that the information may be used to assess any application by them for credit; to notify other credit providers of defaults by them; to exchange information with other credit providers as to the status of the account where they are in default with other credit providers, and to assess their credit worthiness.
6. If the credit application is an application for consumer credit, then the individuals agree that if G.James considers it relevant to assess their credit application for personal credit, G.James may obtain a credit report about their commercial activities or commercial credit worthiness from a business which provides information about commercial credit worthiness of persons.
7. Payments will be made strictly at 30 days from the end of the month during which purchases were made, or as agreed in writing.
8. I/We acknowledge that G.James reserves the right at all times to determine that a previously approved account is no longer so approved. At such time all monies owing will become due and payable.
9. I/We acknowledge that, if approved, this account shall have a monetary limit and G.James may request payment when the limit is exceeded. This limit may be reviewed without notice to the Customer.
10. All Quotations made by G.James shall be effective for a period of 30 days from the making thereof and shall not be construed as an offer or obligation to sell or supply in accordance with the Quotation. Accordingly, the seller reserves the right to accept or reject, at its discretion, any offer to purchase received by it.
11. Placement of an order, either verbally or in writing based on a Quotation shall imply acceptance of G.James' terms and conditions.
12. All prices are based on current material, labour and transport costs and are subject to rise and fall as a result of any change in any of the above conditions.
13. As long as the Customer owes G.James any part of the price of goods supplied at any time G.James shall retain the legal title to all goods supplied and not yet used or resold. When such goods are used, even with the loss of identity, the legal title of the resultant product shall vest in G.James. Proceeds of sale of unused goods or resultant products shall be received by the Customer as agent for G.James and on its account such proceeds to be kept in a separate account or be accounted for to G. James on demand.
14. If goods are in the possession of the Customer to which title has not passed the Customer is under obligation to retain them in good order and merchantable condition until either paid for or collected and to allow G.James, its servants or agents onto the premises where they are stored for the purpose of collecting the goods.
15. G. James reserves the right to submit claims at reasonable intervals during a project and for these claims to be paid in accordance with the above terms.
16. The Customer agrees:
 - a. to not use any goods supplied;
 - (i) as part of any aircraft of whatsoever nature; or
 - (ii) for any other purpose unless the Customer or any other person establishes by a complete and comprehensive testing procedure that the goods are fit for that purpose, and where reasonable, a qualified engineer certifies that the goods are fit for that purpose; and
 - b. not to enter into a contract with any person or persons to whom any goods supplied are made available for use in any way whatsoever (including by way of sale) under which the person or persons do not agree to comply with the provisions of subclauses 16.a.i and 16.a.ii, and
 - c. if any person or persons use any goods supplied other than in accordance with subclauses 16.a.i and 16.a.ii, to indemnify G.James from any loss or damage of whatsoever nature arising out of or associated with the goods being so used. In this clause the meaning of "use any goods supplied" shall include permit any goods supplied to be used, make any goods supplied available for use in any way whatsoever (including by way of sale) and use any goods supplied in any way whatsoever.
17. In order to better secure to you all monies payable or to become payable hereunder:-
 - a. All my/our right title estate and interest which I/we (and if more than one jointly and severally) have or may hereafter acquire in any freehold or leasehold property shall by force of the execution of the attached Application stand charged and is hereby so charged by me/us as beneficial owner(s) in your favour with the payment of all such monies payable or to become payable by me/us hereunder; and
 - b. I/We hereby irrevocably make, nominate, constitute and appoint all and any of your Company Secretary and Credit Manager as my/our attorney for the purposes of doing all such acts and things and executing all such documents necessary to enable you to register a non-lapsing Caveat over any such freehold or leasehold property as aforesaid and for such purposes unless I/ we are in default hereunder and in respect of any such default a Declaration of Default duly executed for and on your behalf by any of the said Managers shall be deemed sufficient evidence of such default; and
 - c. I/We further agree to be liable for and pay to you all legal costs on a Solicitor and Own Client basis to which you are put as a result of taking steps to protect, recover under and/or enforce in any way the charge(s) hereinbefore created consequent upon any such default; and
 - d. The Customer authorises that a Purchase Money Security Interest (PMSI) is granted, and may be registered under the Personal Property Securities Act without further notification, in priority to all other creditors of the Customer in favour of G.James, in all goods that are supplied from time to time, as security for the Customer's obligations to G.James.
18. These conditions may be altered only by G.James. Such alterations must be in writing and be signed by the duly authorised management and no other employee.
19. The Customer indemnifies G.James against any consequential loss in breach of these terms and conditions including the failure of the Customer to register a PMSI.
20. Without limiting G.James' rights under this Agreement or otherwise any amount due from the Customer to G.James from time-to-time may be deducted by G.James from any monies which may be or thereafter become payable to the Customer by G.James and, if such monies are insufficient for this purpose, the same shall be a debt due by the Application to G.James.

Customer Name / Legal Entity:			
ABN:		ACN:	
Signature of Authorised Signatory:	Printed Name of Authorised Signatory:		
	Position Title:	Date:	
Signature of Witness:	Printed Name of Witness:	Date:	

Guarantee

Confidential

IN CONSIDERATION of you having at my/our request to supply and/or continue to supply to:

Customer Name / Legal Entity:

ABN:

ACN:

Of Address:

(hereinafter referred to as "The Customer") with goods and/or services from time to time I/we HEREBY JOINTLY AND SEVERALLY agree with you as follows:

1. To be answerable and responsible to you for the due payment by the said Customer for all such goods and services as you may heretofore have supplied or which you may hereafter from time-to-time at its request supply to it notwithstanding I/we shall not have notice of any neglect or omission on its part to pay for such goods and services according to the terms agreed on between you and it.
2. This guarantee secures all monies relating to any loss suffered by G. James as a consequence of a breach of the terms of this guarantee and/or the Customer's Application for Credit.
3. That this agreement shall constitute a continuing guarantee to you for the whole debt which shall be contracted by the said Customer with you in respect of goods or services supplied or to be supplied to it as foresaid.
4. All dividends, compositions and payments received by you from the said Customer whether liquidation or otherwise shall be taken and applied to you as payments in gross and my/our right to be subrogated to you in respect thereof shall not arise until you shall have received the full amount of all your claims against it and this guarantee shall be security to you for the payment of any ultimate balance which may remain due to you in respect to goods or services to be supplied to the said Customer as aforesaid.
5. You may at any time or times at your absolute discretion and without giving any notice whatsoever to me/us refuse further credit or supplies of goods or services to the said Customer and grant to it or to any drawers, acceptors or endorsers of bills of exchange promissory notes or other securities received by you from it or on which it may be liable to you any time or other indulgence and compound with it or them respectively without discharging or impairing my/our liabilities under this guarantee.
6. That no changes whatsoever in the constitution of the Customer or any of them or any company shall impair or discharge my/our liability under this guarantee.
7. This Guarantee shall be enforceable against me/us JOINTLY AND EACH OF US SEPARATELY notwithstanding that any negotiable or other securities referred to herein or to which it shall exceed or be applicable at the time of proceedings being taken against me/us or either of us on this guarantee be outstanding or in circulation. And it is expressly declared that notwithstanding the fact that this instrument of guarantee may be intended to be executed and given by more than one person the same shall in fact be a valid and effectual instrument of guarantee binding against such person or persons notwithstanding the fact that any proposed or contemplated party shall not in fact subsequently execute the same.
8. In order to give effect to this guarantee I/we declare that you shall be at liberty to act as though I/we were the principal Customer and I/we and each of us hereby waive all and any of my/our right as surety which may at any time be inconsistent with any of the above provisions.
9. This Guarantee shall be revocable at any time as to further transactions by one months' notice in writing given to you or your duly authorised agent by me/us in the case of death or my/our respective personal representatives. At the expiration of the said one month period my/our liability under the this guarantee shall cease and determine so far as respects any liability which shall be incurred by the Customer after the expiration of such period except so far as any future liability shall arise out of some letter of credit draft cheque bill promissory note order authority contract or other engagement or transaction at the time current or outstanding.
10. That notwithstanding anything contained in this instrument and notwithstanding that the whole or any part of the monies due by the Customer to you are or may be irrecoverable from the Customer by you (whether by reason of any legal limitation disability or incapacity of or affecting the Customer or by reason of any other fact or circumstance whatsoever and whether the transactions or any of them relating to such monies have been void ab initio or have been subsequently avoided and whether or not any of the matters or facts relating thereto have been or ought to have been within your knowledge) whereby such monies or any part thereof are not recoverable from me/us by you on the footing of a guarantee THEN and in such case I/we hereby as a separate and additional liability under this instrument indemnify you in respect of such monies and as a principal Customer agree with you to pay you when demanded in writing a sum equal to the amount of such monies and the terms of this instrument shall mutatis mutandis apply as far as possible to this indemnity PROVIDED ALWAYS that the total amount payable by me/us shall not exceed the total amount to which I/we would otherwise have been liable under this instrument if the said monies were recoverable on the footing of the guarantee by you from the Customer.
11. That it is expressly declared that no sum of money which you may be obliged to pay or may in fact pay or which you may be obliged to allow in account or may in fact allow in account to an administrator of the affairs of the Customer by reason of any provisions of the Bankruptcy Act of the Corporations Law shall for the purpose of this guarantee be considered as discharging or diminishing my/our liability and this guarantee shall continue to apply as if the said sum had at all times remained owing by the Customer.
12. You shall be at liberty from time to time without further authority than these presents to debit and charge the account of the Customer with all costs charges and expenses legal or otherwise which you shall pay incur sustain or be put to in connection with the account of the Customer or this security or any other security in respect of the indebtedness of the Customer to you or in the preparation completion and stamping hereof or the exercise or attempted exercise of any right power or remedy conferred on you under or by virtue hereof and the same shall be part of the monies hereby secured.
13. I/We agree and declare that this guarantee shall be construed according to the laws of the State of Queensland and that any proceeding in respect of any cause or matter arising hereunder may be instituted heard and determined by a Court of competent jurisdiction at Brisbane or at such other place as you in your discretion may appoint and that such Court shall possess territorial jurisdiction to hear and determine any such proceeding, and it is further agreed that any suit proceeding and any writ or other initiatory or other process in relation thereto may be served by posting in accordance with the next succeeding clause. Further this guarantee is deemed to be made at Brisbane.
14. In order to better secure to you all monies payable or to become payable pursuant to this instrument:-
 - a. All my/our right title estate and interest which I/we (and if more than one jointly and severally) have or may hereafter acquire in any freehold or leasehold property shall by force of the execution of the attached Application stand charged and is hereby so charged by me/us as beneficial owner(s) in your favour with the payment of all such monies payable or to become payable by me/us hereunder; and
 - b. I/We hereby irrevocably make, nominate, constitute and appoint all and any of your Company Secretary and Credit Manager as my/our attorney for the purposes of doing all such acts and things and executing all such documents necessary to enable you to register a non-lapsing Caveat over any such freehold or leasehold property as aforesaid and for such purposes unless I/ we are in default hereunder and in respect of any such default a Declaration of Default duly executed for an on your behalf by any of the said Managers shall be deemed sufficient evidence of such default; and
 - c. I/We further agree to be liable for and pay to you all legal costs on a Solicitor and Own Client basis to which you are put as a result of taking steps to protect, recover under and/or enforce in any way the charge(s) hereinbefore created consequent upon any such default; and
 - d. I/We authorise that a Purchase Money Security Interest (PMSI) is granted, and may be registered under the Personal Property Securities Act without further notification, in priority to all other creditors of me/us in favour of G. James, in all goods that are supplied from time to time, as security for the Customer's obligations to G. James.
15. This guarantee secures the repayment of all monies owed by the Customer whatsoever, and all monies relating to any loss suffered by the G. James as a consequence of a breach of the terms of the Credit Application. The terms of this guarantee are not to be read as confined or limited by reference to any other document or documents.

Printed Name of Guarantor	Guarantor Residential Address	Guarantor Date of Birth	Guarantor Signature	Date
1.				
2.				
3.				
Printed Name of Witness		Signature of Witness		