



Account Application Instructions

Thank you for your request to become a customer of Glasscorp. To apply for an account with us, the following application must be completed.

To ensure the account is set up as quickly as possible, please be aware of the requirements below;

- All relevant fields are completed
- 3 credit references are provided (credit account only)
- Acceptance of the Terms and Conditions of Sale must be signed
- The Terms and Conditions page is initialled to acknowledge it has been sighted

Please email the completed form to accountapplication@glasscorp.co.nz or post to Glasscorp Ltd, PO Box 100-211 North Shore Mail Centre, Auckland.



124 BUSH ROAD, NORTH HARBOUR INDUSTRIAL ESTATE, ALBANY, AUCKLAND, NEW ZEALAND
 PO BOX 100-211 N.S.M.C, AUCKLAND, NEW ZEALAND. TELEPHONE 09-415 6338, FAX 09-415 6339
 EMAIL:sales@glasscorp.co.nz WEBSITE: www.glasscorp.co.nz

PLEASE
TICK

APPLICATION FOR CREDIT A/C

APPLICATION FOR CASH A/C

CUSTOMER DETAILS: (Please Print Clearly)

Name/s of Sole Trader	First	Middle	Last	Date of Birth of	
	Sole Trader/s:				

Company Name: (if applicable):		Company No:	
Trading Name:			

Trading Address (for deliveries):		Type:	Company Trust Partnership Sole Trader Other _____

Postal Address:			
Phone No:		Fax No:	

Manager:		Mobile Phone Number:	
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Email:			
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Purchasing Officer:		Mobile Phone Number:	
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Email:			
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What Glass Industry Sector Are you:	<input type="checkbox"/> Flat Glass	<input type="checkbox"/> Automotive Glass	<input type="checkbox"/> Window Fabricator	<input type="checkbox"/> Window Installer
	<input type="checkbox"/> Timber Joinery <input type="checkbox"/> Other (please specify) _____			

Period of Current Ownership of Business/Company: _____ Years _____ Months

Trade References: (Credit A/C only)

1.		Telephone	
2.			
3.			

Please estimate total monthly credit requirement : (Credit A/C only) \$ _____

Details of Directors/ Proprietors/ Partners

1.	Surname:	Given Names:
	Home Address:	
	Home Phone No:	
2.	Surname:	Given Names:
	Home Address:	
	Home Phone No:	
3.	Surname:	Given Names:
	Home Address:	
	Home Phone No:	

APPLICATION: The Customer referred to above acknowledges that the Customer has read and understood the Terms and Conditions of Sale (either attached or posted on www.glasscorp.co.nz), and agrees they will apply to all supplies made by Glasscorp Limited to the Customer from time to time, and the Customer agrees that the goods supplied by Glasscorp Limited secure their purchase price.

Signed for and on behalf of		(the "Customer")
By	(please print name clearly)	
Title	Date	Signature

(Credit A/C only)

GUARANTEE *(to be signed in the case of Company applicants only)*

In consideration of Glasscorp Limited selling, or agreeing to sell, from time to time the goods to the customer named above (the "Customer") I/we the undersigned, hereby irrevocably and unconditionally guarantee to Glasscorp Limited the payment of all moneys and the performance of all obligations of the Customer to Glasscorp Limited from time to time. I/We acknowledge and agree that this guarantee shall be a continuing guarantee and shall not be released for any reason and that I/we will be bound under this guarantee as a principal debtor and principal obligor, and not as a surety only. I/We shall indemnify and save Glasscorp Limited harmless against any loss, damages, costs and expenses (including legal fees and disbursements on a solicitor and own client basis) suffered by Glasscorp Limited as a consequence of the Customer failing to pay the moneys or perform the obligations when due and otherwise in accordance with the terms and conditions, or as a consequence of my failing to perform any obligations when due under this guarantee.

Signature of Guarantor _____

Signature of Witness _____

Full Name of Guarantor _____

Name of Witness _____

Date _____

Address of Witness _____

Occupation of Witness _____

Signature of Guarantor _____

Signature of Witness _____

Full Name of Guarantor _____

Name of Witness _____

Date _____

Address of Witness _____

Occupation of Witness _____

GLASSCORP LIMITED
TERMS AND CONDITIONS OF SALE

1. **Application:** All Goods (as defined in clause 26) supplied by Glasscorp Limited (**Glasscorp**) to the Customer will be supplied on these Terms and Conditions of Sale (**Terms**). These terms take precedence over any terms offered by the Customer.
2. **Orders:** Orders for Goods which are non-stock items shall not be binding until confirmed by Glasscorp. Unless the Customer notifies Glasscorp in writing that order numbers must be used for purchases, Glasscorp accepts no liability in respect of, and the Customer will be bound by, unauthorised orders (ie orders without an order number) made on the Customer's account. Glasscorp may (but is not required to) accept cancellation or variations to an order of Goods on such terms as Glasscorp may specify.
3. **Price:** The price of the Goods will be as shown on Glasscorp's quotation, acceptance of order, invoice or similar document ("**Quote**"). The price of the Goods excludes any amount payable in respect of goods and services tax (**GST**), which will be paid by the Customer in addition to the price. Glasscorp may withdraw any Quote prior to the Customer's signed acceptance. The Quote is based on the costs of labour, materials, freight and insurance current as at the date of the Quote. If any of those costs increase after the date of the Quote, the price stated in the Quote will be increased accordingly. Goods to which a Quote does not apply will be charged at Glasscorp's prices for such Goods at the time of delivery.
4. **Payment:** Unless otherwise agreed in writing payment for the Goods, plus GST, must be made in full in cleared funds by the 20th day of the month following delivery or collection of the Goods. Glasscorp reserves the right to cease providing Goods on credit and/or require payment for any Goods in cash before the Goods are delivered or collected. The Customer may not deduct or withhold any amount (whether by way of set off, counterclaim or otherwise) from any amount it may owe to Glasscorp.
5. **Default:** If full payment for the Goods is not made by the due date, the Customer will be liable for default interest at a rate of 2% per month compounded monthly from when the amount is due until the date when payment is actually made plus all costs and expenses incurred by Glasscorp in recovering the overdue amount. The charging of penalty interest does not constitute an extension of time for payment and is without prejudice to any other rights Glasscorp may have against the Customer.
6. **Delivery:** Upon placing an order the Customer will elect whether it will require Glasscorp to arrange delivery or whether the Customer will collect the Goods from Glasscorp. Glasscorp will endeavour to meet agreed delivery or collection dates but will not be liable, nor may the Customer cancel any order or withhold any payment, for late delivery or late collection. In the absence of any election by the Customer, the Customer will be required to collect the Goods. Goods may, in Glasscorp's discretion, be delivered in instalments, in such case each delivery will be regarded as a separate contract and payment shall be made by the Customer on each contract.
7. **Deemed Delivery:** Delivery will be deemed to have been made when the Goods arrive at the agreed delivery point or when the Goods are available for collection by the Customer from Glasscorp's premises.
8. **Delivery Costs:** All costs of delivery or collection of the Goods will be paid by the Customer at the same time as the price of the Goods is paid. If the Customer delays, fails or refuses to take delivery or collection of the Goods, Glasscorp may (without limiting any other rights) charge the Customer for any expenses or additional costs incurred by Glasscorp as a result, including storage costs.
9. **Claims and Credits:** All claims for short or defective delivery or collection must be made, and the Goods returned (if applicable), within 7 days of delivery. All claims must be in writing and specify the invoice number and the invoice date. Glasscorp may charge the Customer a handling charge at 10% of the price of the Goods for all returned Goods. Returned Goods must be returned freight free, be accompanied by a copy of the packing slip and supply invoice, be undamaged in good saleable condition and must not be procured Goods. Any Goods such as rubber, plastic welding rod or felt which are cut to a specific length from a larger roll, may not be returned for a credit unless Glasscorp has supplied such Goods in error.
10. **Risk:** Risk in the Goods will pass to the Customer when the Goods are ready for collection or when they leave Glasscorp's premises (whichever is the earlier). Glasscorp will not bear any responsibility for any loss or damage to the Goods from that time.
11. **Ownership:** Ownership of the Goods does not pass to the Customer until all obligations of the Customer to Glasscorp in respect of the Goods (including payment of all amounts owing by the Customer to Glasscorp in any respect) have been met.
12. **Storage of Goods:** Until ownership of the Goods passes, the Customer:
 - (a) must keep full and complete records of the Goods;
 - (b) must (if requested by Glasscorp) return the Goods following non-fulfilment of any obligation of the Customer to Glasscorp (including payment of moneys) without limiting any other right Glasscorp may have;
 - (c) gives Glasscorp the right to inspect any of the Goods at all reasonable times.
13. **PPSA:** These Terms constitute a security agreement for the purposes of the Personal Property Securities Act 1999 (**PPSA**) and Glasscorp retains a purchase money security interest in all Goods to secure Glasscorp's interest in the Goods and all moneys owing or payable by the Customer under these Terms. Glasscorp's security interest extends to any proceeds, book debts, and accounts receivable arising from selling the Goods. Until ownership of the Goods passes, the Customer:
 - (a) waives its right under the PPSA:
 - (i) to receive a copy of any verification statement, financing change statement, or any notice that Glasscorp intends to sell the Goods or to retain the Goods on enforcement of the security interest (as defined in the PPSA) granted to Glasscorp under these Terms;
 - (ii) to object to a proposal by Glasscorp to retain the Goods in satisfaction of any obligation owed by the Customer to Glasscorp;
 - (iii) to receive a statement of account on sale of the Goods; and
 - (iv) to redeem the Goods.
 - (b) will not give (or allow any person to give) to Glasscorp a written demand requiring Glasscorp to register a financing change statement under the PPSA or enter into (or allow any other person to enter into) the personal property securities register a financing change statement under the PPSA.
14. **Value:** The Customer acknowledges that it has received value as at the date of first delivery of the Goods and has not agreed to postpone the time for attachment of the security interest (as defined in the PPSA) granted to Glasscorp under these Terms.
15. **Liability:** All warranties, descriptions, representations or conditions whether implied by law or otherwise are, and all other liability of Glasscorp (whether in tort (including negligence), contract or otherwise) is, excluded to the fullest extent permitted by law except to the extent expressly set out in these Terms. Except where statute expressly requires otherwise, Glasscorp is not liable in any event for any loss of profits or any consequential, indirect or special damage, loss or injury of any kind suffered by the Customer or any other person.
16. **Limitation of liability:** Notwithstanding any other provision of these Terms, the total liability of Glasscorp (whether in tort, contract or otherwise) for any loss, damage or injury arising directly or indirectly from any defect in the Goods or any breach of Glasscorp's obligations to the Customer is limited to the lesser of the price of the relevant Goods or the cost of repairing or replacing the defective Goods or the actual loss or damage suffered by the Customer.
17. **Advice:** While Glasscorp will make every effort to ensure the accuracy of any advice, recommendation, information, assistance or service provided by Glasscorp in relation to the Goods supplied by it or their use or application, to the extent permitted by law, Glasscorp does not accept any liability or responsibility in respect of such advice.
18. **Other Rights:** If:
 - (d) any amount payable by the Customer to Glasscorp is overdue; or
 - (e) the Customer becomes bankrupt, insolvent, has a receiver appointed in respect of any of its assets, makes or is likely to make an arrangement with its creditors, has a liquidator appointed, is placed under statutory or official management or any equivalent or analogous event occurs under the law under which the Customer is incorporated, domiciled, resident or carries on business or has assets,then:
 - (f) Glasscorp may cancel any outstanding order from the Customer (without limiting any other rights Glasscorp may have);
 - (g) all amounts owing to Glasscorp, whether due for payment or not, will become immediately due and payable; and
 - (h) Glasscorp may remove any Goods supplied by Glasscorp from the Customer's possession or control and dispose of them or retain them for its own benefit and for such purpose Glasscorp or its agents may, without notice, enter directly upon any premises where it believes any Goods may be stored, without, in any way, being liable to any person in respect of or arising from such entry.
19. **No waiver:** If at any time Glasscorp does not enforce any of these Terms of sale or grants the Customer time or other indulgence, Glasscorp will not be construed as having waived that term or its rights to later enforce that or any other term.
20. **Severability:** Where any provision of these Terms is rendered void, unenforceable or otherwise ineffective by operation of law, that shall not effect the enforceability or effectiveness of any other provision of these Terms.
21. **Amendments:** Any amendment to these Terms must be in writing and signed by Glasscorp. The Customer agrees that Glasscorp may amend any of these Terms at any time by notice in writing to the Customer provided that any such amendment will only bind the Customer from the Customer's next order.
22. **Other documents:** The Customer shall execute such documents and do such further acts as may be required by Glasscorp to perfect and enforce the security interest granted under these Terms and register the security interest (as that term is defined in the PPSA) granted to Glasscorp under these Terms or for any other purpose whatsoever.
23. **Consumer Guarantees Act:** Unless otherwise agreed in writing by Glasscorp and the Customer, the parties agree that the Goods are being acquired by the Customer for business purposes and accordingly the Consumer Guarantees Act will not apply.
24. **Privacy Act:** Glasscorp may collect personal information provided by the Customer for the purposes of registering a financing statement under the PPSA and for any purpose connected to these Terms, including providing such information for the purposes of debt collection. The Customer may request the correction of any personal information held by Glasscorp and if so requested Glasscorp will make such requested corrections.
25. **Execution, Costs and Governing Law:**
 - (i) If Glasscorp's Application for Credit is signed by the Customer by an agent or on the Customer's behalf, that agent or person signing shall at all times remain jointly and severally liable for the obligations of the Customer under these Terms.
 - (j) The Customer shall pay all Glasscorp's costs and expenses (including legal costs) which may be incurred in the enforcement or attempted enforcement of these Terms by Glasscorp.
 - (k) The laws of New Zealand govern these Terms and the Customer agrees to submit to the non-exclusive jurisdiction of the Courts of New Zealand and agrees that any legal proceedings shall be heard in those courts.
26. **Definitions:** In these Terms unless the context otherwise requires "Goods" means all goods supplied or sold by Glasscorp to the Customer from time to time and "Working Day" means a day on which banks are open for general banking business in Auckland, excluding Saturdays, Sundays and public holidays in Auckland.

Please Initial _____