

SOMFY ACCOUNT AND CREDIT APPLICATION

1. CUSTOMER DETAILS

BUSINESS/TRADING NAME

COMPANY LEGAL NAME

ABN/NZBN ACN (AUS ONLY)

PUBLIC Co PTY LTD Co TRUST PARTNERSHIP SOLE TRADER YEAR BUSINESS COMMENCED

BUSINESS ADDRESS

DELIVERY ADDRESS (IF DIFFERENT)

TELEPHONE EMAIL

2. ALL DIRECTORS (IF COMPANY) OR PROPRIETORS (IF PARTNERSHIP OR SOLE TRADER)

FULL NAME DIRECTOR ID (DIN) PHONE

ADDRESS EMAIL

FULL NAME DIRECTOR ID (DIN) PHONE

ADDRESS EMAIL

FULL NAME DIRECTOR ID (DIN) PHONE

ADDRESS EMAIL

FULL NAME DIRECTOR ID (DIN) PHONE

ADDRESS EMAIL

3. CONTACTS

PURCHASING CONTACT TELEPHONE

CONTACT EMAIL MOBILE

ACCOUNTS PAYABLE CONTACT TELEPHONE

CONTACT EMAIL MOBILE

4. TRADE REFERENCES

1 BUSINESS NAME	<input type="text"/>	MONTHLY SPEND	<input type="text"/>
CONTACT NAME	<input type="text"/>	EMAIL	<input type="text"/>
PHONE	<input type="text"/>		
2 BUSINESS NAME	<input type="text"/>	MONTHLY SPEND	<input type="text"/>
CONTACT NAME	<input type="text"/>	EMAIL	<input type="text"/>
PHONE	<input type="text"/>		
3 BUSINESS NAME	<input type="text"/>	MONTHLY SPEND	<input type="text"/>
CONTACT NAME	<input type="text"/>	EMAIL	<input type="text"/>
PHONE	<input type="text"/>		

5. CREDIT APPLICATION

DO YOU WISH TO APPLY FOR CREDIT? YES NO

CREDIT AMOUNT REQUESTED

\$

6. THE CUSTOMER AND THE DIRECTORS NAMED BELOW AGREE:

THAT THE PROVISION OF THIS APPLICATION TO THE CUSTOMER, COMPLETION OF THE APPLICATION BY THE CUSTOMER AND/OR RECEIPT OF THE APPLICATION BY SOMFY IS NOT AN OFFER TO PROVIDE CREDIT OR CREDIT FACILITIES AND THE CUSTOMER AGREES AND ACKNOWLEDGES THAT ANY CREDIT LIMIT OFFERED, IF ANY, WILL BE SUBJECT TO CHANGE, AT SOMFY'S SOLE AND ABSOLUTE DISCRETION. SOMFY MAY (IN ITS ABSOLUTE DISCRETION) REJECT THIS APPLICATION. SOMFY MAY ALSO (IN ITS ABSOLUTE DISCRETION) WITHDRAW CREDIT OR VARY THE CUSTOMER'S CREDIT LIMIT AT ANY TIME AND WITHOUT REASON. THE CUSTOMER IS LIABLE TO PAY ALL AMOUNTS DUE TO SOMFY, REGARDLESS OF WHETHER THE CUSTOMER HAS EXCEEDED THE CUSTOMER'S CREDIT LIMIT.

TERMS OF TRADE: THAT ALL REQUESTS TO PURCHASE GOODS AND SERVICES FROM SOMFY WILL BE CONSIDERED AND CONTRACTED SUBJECT TO THE [TERMS OF TRADE](#) AND ANY QUOTATION OR PROPOSAL PROVIDED BY SOMFY AT ANY TIME.

PPSA LAW: THAT THIS APPLICATION, INCLUDING THE GUARANTEE, AND INCORPORATING THE TERMS OF TRADE AND ANY QUOTATION OR PROPOSAL PROVIDED BY SOMFY, CONSTITUTES A SECURITY AGREEMENT IN WRITING FOR THE PURPOSE OF THE PERSONAL PROPERTY SECURITIES ACT 2009 (CTH).

PRIVACY: THAT PERSONAL INFORMATION, CREDIT INFORMATION AND CREDIT ELIGIBILITY INFORMATION ABOUT THE CUSTOMER, AND ANY DIRECTORS, PROPRIETORS OR RELEVANT EMPLOYEES OF THE CUSTOMER, INCLUDING BUT NOT LIMITED TO THEIR NAME, DATE OF BIRTH, CONTACT DETAILS INCLUDING ADDRESS, EMAIL ADDRESS, PHONE NUMBER OR MOBILE TELEPHONE NUMBER), OCCUPATION, DRIVER'S LICENCE NUMBER OR FINANCIAL INFORMATION MAY BE COLLECTED (INCLUDING FROM ANY BANK, TRADE REFEREE OR OTHER CREDIT PROVIDER OR CREDIT REPORTING AGENCY), HELD, USED, DISCLOSED AND OTHERWISE MANAGED IN ACCORDANCE WITH SOMFY'S PRIVACY POLICY.

THE CUSTOMER (WHICH INCLUDES THE PROPRIETORS OF A PARTNERSHIP OR SOLE TRADER) APPLIES TO OPEN AN ACCOUNT WITH SOMFY PTY LIMITED ABN 77 003 917 244 (**SOMFY**) AND ALSO, IF REQUESTED ABOVE, APPLIES FOR CREDIT. THE CUSTOMER ACKNOWLEDGES HAVING READ AND UNDERSTOOD SOMFY'S [TERMS OF TRADE](#) AND [PRIVACY POLICY](#) AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS SET OUT IN THIS APPLICATION. THE CUSTOMER DECLARES THAT CREDIT PROVIDED BY SOMFY WILL BE APPLIED BY THE CUSTOMER WHOLLY OR PREDOMINATELY FOR BUSINESS PURPOSES. THE CUSTOMER WARRANTS THAT IT IS SOLVENT AND CAN PAY ALL ITS DEBTS AS AND WHEN THEY FALL DUE.

THE CUSTOMER IRREVOCABLY GRANTS PERMISSION TO SOMFY BEFORE, DURING OR AFTER THE PROVISION OF CREDIT TO GIVE AND RECEIVE INFORMATION ABOUT THE CUSTOMER, (AND ANY DIRECTOR OR PROPRIETOR OF THE CUSTOMER) TO AND FROM ANY CREDIT REPORTING AGENCY, CREDIT PROVIDER, BANK OR FINANCIAL INSTITUTION, OR ANY OTHER CORPORATION, ASSOCIATION OR PERSON IN ACCORDANCE WITH THE PRIVACY ACT 1988 OR OTHERWISE. THIS INFORMATION MAY CONCERN THE CUSTOMER'S, DIRECTOR'S OR PROPRIETOR'S CONSUMER AND COMMERCIAL CREDIT AND/OR TRADING ARRANGEMENTS. IT MAY CONSIST OF CREDIT REPORTS AND OTHER CREDIT AND TRADING INFORMATION CONCERNING THE APPLICANT AND ITS BUSINESS. IT MAY BE USED TO ASSESS OR REVIEW THIS APPLICATION AT ANY TIME, TO COLLECT ANY OVERDUE PAYMENTS AND TO PROVIDE CREDIT REFERENCES IN ACCORDANCE WITH THE PROVISIONS OF THE PRIVACY ACT 1988 OR OTHERWISE.

THE CUSTOMER WARRANTS THAT THE INFORMATION SET OUT IN THIS APPLICATION IS TRUE AND CORRECT AND INDEMNIFIES SOMFY IN RESPECT OF ANY CLAIMS OR ACTIONS ARISING OUT OF THE OBTAINING OR PROVIDING OF INFORMATION CONCERNING THE CUSTOMER. THE CUSTOMER ACKNOWLEDGES THAT SOMFY WILL RELY ON THE INFORMATION AND WARRANTIES IN THIS APPLICATION TO DECIDE WHETHER TO OPEN AN ACCOUNT AND GRANT CREDIT TO THE CUSTOMER. THE CUSTOMER AGREES TO NOTIFY SOMFY, WITHIN 7 DAYS OF A CHANGE, IF ANY SUCH INFORMATION OR WARRANTY CEASES TO BE CORRECT OR IF THERE IS CHANGE IN THE STRUCTURE OR MANAGEMENT OF THE CUSTOMER, WHICH MAY BE MATERIAL TO SOMFY'S DECISION TO EXTEND CREDIT.

THE PERSON SIGNING THIS APPLICATION ON BEHALF OF THE CUSTOMER WARRANTS THAT THEY HAVE THE AUTHORITY TO SIGN THIS APPLICATION ON BEHALF OF THE CUSTOMER AND BIND THE CUSTOMER TO THE TERMS OF THIS APPLICATION.

SIGNATURE OF DIRECTOR/PRINCIPAL/AUTHORISED PERSON

TITLE/POSITION

NAME OF AUTHORISED SIGNATORY

DATE OF APPLICATION (DD/MM/YYYY)

7. GUARANTEE (IF THE CUSTOMER IS A COMPANY, THE DIRECTORS OF THE CUSTOMER MUST SIGN THIS APPLICATION BELOW):

IN CONSIDERATION OF SOMFY SUPPLYING GOODS AND SERVICES TO THE CUSTOMER AND, AT THE DISCRETION OF SOMFY, GRANTING THE CUSTOMER CREDIT PURSUANT TO THIS APPLICATION, I/WE (GUARANTOR(S)) HEREBY JOINTLY AND SEVERALLY, IRREVOCABLY AND UNCONDITIONALLY, GUARANTEE TO SOMFY THE DUE AND PUNCTUAL PERFORMANCE OF ALL PRESENT AND FUTURE OBLIGATIONS OF THE CUSTOMER IF AND WHEN THEY BECOME PERFORMABLE IN ACCORDANCE WITH THIS APPLICATION AND/OR THE [TERMS OF TRADE \(GUARANTEED OBLIGATIONS\)](#). THE GUARANTOR(S) WILL PERFORM THE GUARANTEED OBLIGATIONS IMMEDIATELY ON WRITTEN DEMAND BY SOMFY IF THE CUSTOMER DOES NOT PERFORM ITS OBLIGATIONS UNDER THIS APPLICATION AND/OR THE TERMS OF TRADE WHEN THEY BECOME PERFORMABLE. THE GUARANTOR(S) AS PRIMARY OBLIGOR(S) AND AS A SEPARATE AND INDEPENDENT OBLIGATION AND LIABILITY FROM THE GUARANTOR(S) OBLIGATIONS SET OUT ABOVE, AGREE IRREVOCABLY AND UNCONDITIONALLY TO INDEMNIFY AND KEEP INDEMNIFIED SOMFY IN FULL AND ON DEMAND FROM AND AGAINST ALL AND ANY LOSSES, COSTS AND EXPENSES SUFFERED OR INCURRED BY SOMFY ARISING OUT OF, OR IN CONNECTION WITH ANY FAILURE BY THE CUSTOMER TO PERFORM OR DISCHARGE THE GUARANTEED OBLIGATIONS; OR ANY OF THE GUARANTEED OBLIGATIONS BEING OR BECOMING TOTALLY OR PARTIALLY UNENFORCEABLE BY REASON OF ILLEGALITY, INCAPACITY, LACK OR EXCEEDING POWERS, EFFECTIVENESS OF EXECUTION OR ANY OTHER MATTER. THE GUARANTOR(S) WAIVE ANY RIGHT THE GUARANTOR(S) MAY HAVE TO REQUIRE SOMFY TO PROCEED AGAINST OR ENFORCE ANY OTHER RIGHT OR CLAIM FOR PAYMENT AGAINST ANY PERSON BEFORE CLAIMING FROM THE GUARANTOR(S) UNDER THIS GUARANTEE. THE GUARANTOR(S) AGREE THAT SOMFY IS NOT REQUIRED TO ENFORCE THIS APPLICATION AND/OR THE TERMS OF TRADE OR ANY OTHER RIGHT, POWER OR REMEDY AGAINST ANY OTHER PARTY, BEFORE MAKING ANY DEMAND OR CLAIM ON THE GUARANTOR(S). THE GUARANTOR(S) AGREE NOT TO PROVE IN ANY INSOLVENCY, WINDING-UP OR BANKRUPTCY OF THE CUSTOMER WITHOUT SOMFY'S PRIOR WRITTEN CONSENT (WHICH MAY BE CONDITIONED OR WITHHELD IN SOMFY'S ABSOLUTE DISCRETION) AND TO COMPLY WITH ANY CONDITIONS IMPOSED BY SOMFY, AND HOLD ANY DIVIDENDS RECEIVED ON FOR SOMFY. THE GUARANTOR(S) AGREE THAT ENTRY INTO AND PERFORMANCE BY THE GUARANTOR(S) OF THE GUARANTOR(S)'(S) OBLIGATIONS UNDER THIS GUARANTEE IS FOR THE GUARANTOR(S)'(S) COMMERCIAL BENEFIT AND IS IN THE GUARANTOR(S)'(S) COMMERCIAL INTERESTS. THE GUARANTOR(S) WARRANT THAT THE INFORMATION SET OUT IN THIS APPLICATION IS TRUE AND CORRECT. THE GUARANTOR(S) ACKNOWLEDGE THAT SOMFY WILL RELY ON THE INFORMATION AND WARRANTIES IN THIS APPLICATION TO DECIDE WHETHER TO OPEN AN ACCOUNT AND GRANT CREDIT TO THE CUSTOMER. THE GUARANTOR(S) AGREE TO NOTIFY SOMFY, WITHIN 7 DAYS OF A CHANGE, IF ANY SUCH INFORMATION OR WARRANTY CEASES TO BE CORRECT OR IF THERE IS CHANGE IN THE STRUCTURE OR MANAGEMENT OF THE CUSTOMER, WHICH MAY BE MATERIAL TO SOMFY'S DECISION TO EXTEND CREDIT.

SIGNATURE OF DIRECTOR

NAME

SIGNATURE OF DIRECTOR

NAME

SIGNATURE OF DIRECTOR

NAME

SIGNATURE OF DIRECTOR

NAME

PLEASE CONTACT SOMFY IF YOU ANY HAVE QUESTIONS: +61 2 8845 7200 OR ORDERS.AU@SOMFY.COM
(OFFICE USE ONLY)

ACCOUNT APPROVED BY

DATE OPENED

ACCOUNT NUMBER

CREDIT LIMIT

EFFECTIVE: 22 JUNE 2026

SOMFY PTY LIMITED
ABN 77 003 917 244

UNIT 20, 38-46 SOUTH
ST RYDALMERE NSW 2116
AUSTRALIA

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