

**Account Application Form**  
**For Supply of Credit from Poolpower Australia Pty Ltd. ABN: 57 089 882 520**  
**1b / 39-45 Susan Street Eltham VIC 3095 (“supplier”)**

**1. TYPE OF ACCOUNT BEING APPLIED FOR**

Cash before delivery (“CBD”)     Trading Terms: 30 Days from end of month of invoice (30 Days EOM)  
*\*Payment before delivery is required on initial purchase*

(If applying for trading terms please also complete ‘Deed of Guarantee & Indemnity’ – Section 11 on final page)

**2. APPLICANT DETAILS (“customer”)**

Customer: \_\_\_\_\_ ABN: \_\_\_\_\_

Trading Name (if different from above): \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

Delivery Address (if different): \_\_\_\_\_

Contact Name: \_\_\_\_\_ Position: \_\_\_\_\_

Tel No: (\_\_\_\_) \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

(This will be used for ALL correspondence including invoices and statements)

**3. BUSINESS PROFILE**

Type of Business:

Limited Company     Trustee Company     Sole Trader     Partnership

If a Trust, who is the Trustee: \_\_\_\_\_ Date Business Commenced: \_\_\_\_\_

**4. DIRECTORS / PROPRIETORS DETAILS**

1. Surname: \_\_\_\_\_ Given Names: \_\_\_\_\_

Residential Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Position: \_\_\_\_\_ Driver’s License No: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

2. Surname: \_\_\_\_\_ Given Names: \_\_\_\_\_

Residential Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Position: \_\_\_\_\_ Driver's License No: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

3. Surname: \_\_\_\_\_ Given Names: \_\_\_\_\_

Residential Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Position: \_\_\_\_\_ Driver's License No: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If company is a subsidiary, then:

Holding Company Name: \_\_\_\_\_

ABN: \_\_\_\_\_ ACN: \_\_\_\_\_

## 5. BUSINESS HISTORY

(Not required for CBD applications)

### SOLVENCY

Has the business had any judgments against it in the last 5 years or been served with a Statutory Demand?

YES  NO

If Yes, please provide details:

\_\_\_\_\_

Has any partner, director or principal

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| ▪ Been bankrupt?                                   | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| ▪ Entered an arrangement under the Bankruptcy Act? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| ▪ Had a judgment in the last 5 years?              | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

If yes, please provide details:

\_\_\_\_\_

## 6. CREDIT PROVIDERS / TRADE REFERENCES

(Not required for CBD applications)

1. Business Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_
2. Business Name: \_\_\_\_\_ Contact: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## 7. PURCHASE COMMITMENTS

PL – POOL LAB | ML – Mineral LAB | ASP – Auto Sampling Photometer

Please tick the box that best describes your purchase intentions

- I'm mainly interested in the purchase of Spare Parts
- I will actively promote & stock PL or ML Chlorinators  
My initial purchase will include a POOL LAB or Mineral LAB Chlorinator
- I will actively promote & stock PL or ML Chlorinators and ASPs – Auto Sampling Photometers  
My initial purchase will include a POOL LAB or Mineral LAB Chlorinator c/w a POOL LAB ASP

Please note: Discount structures are related to active purchase history and can be altered at any time without notice

## 8. TRADING TERMS

1. Payment in full is required by the 30<sup>th</sup> of the month following the issue date of invoice.
2. A credit limit of \$5000.00 will be applied to all accounts unless otherwise specified and agreed upon by both the Customer and the Supplier.
3. Accounts with outstanding invoices between 1 and 30 days overdue will be put on 'stop credit' until outstanding monies are received.
4. Accounts with outstanding invoices between 31 and 60 days overdue will incur a 1.5% penalty of the total amount due, and be given 14 days to pay.
5. Accounts more than 75 days overdue will be referred to a debt collection agency.
6. In the event of the Customer being in default of his obligation to pay and the overdue account is then referred to a debt collection agency, the Customer shall be liable for all fees, charges and/or commissions charged by the debt collection agency in pursuit of recovery of the debt.
7. In the event where the Supplier or the Supplier's agency refers the overdue account to a lawyer the Customer shall also pay as a liquidated debt the charges reasonably made or claimed by the lawyer on the indemnity basis.
8. Where more than one party is liable for payment of this account, they will be liable jointly and severally.
9. The Customer covenants that the information provided in this Application is true and correct.
10. Orders are subject to the terms and conditions notified to the Customer from time to time.
11. Property in any goods sold will not pass until payment for those goods is made in full. The Customer shall keep such goods separate and shall allow access to the Supplier to repossess such goods where this account is more than 30 days overdue or where the Customer goes into receivership, liquidation or administration.
12. Reference to an individual includes reference to his heirs and executors and reference to a company shall include its Receivers, Administrator and Liquidator.

### INTELLECTUAL PROPERTY USE AND INTERNET TRADING

It is for the protection of the consumer and our brand that we implement IP and internet trading conditions. We aim to provide IP use authority to Pool industry professionals that have experience and detailed knowledge of our products to best advise the consumer and best represent our brands.

- Approval to use images, trademarks or any IP owned by POOLPOWER AUSTRALIA PTY LTD must be applied for prior to use
- Applications for use is not approval to use
- You must receive written confirmation from Poolpower Aust Pty Ltd that approval is granted
- The sale of Poolpower products to third parties for sale online or on on-line platforms such as eBay is not permitted

#### *Conditions of use - if approved is granted by Poolpower Aust. Pty Ltd*

- POOL LAB or MINERAL LAB whole products may be advertised and promoted on the internet WITHOUT reference to price - DO NOT PUBLISH PRICE
- CELLS or ELECTODES made by Poolpower may be advertised and promoted on the internet WITHOUT reference to price - DO NOT PUBLISH PRICE
- POOL LAB or MINERAL LAB maintenance items and spare parts may only be advertised and promoted on the internet if you are an authorised Platinum Dealer
- Authorised Platinum Dealers must demonstrate a sales history of whole products as defined by Poolpower Australia Pty Ltd.

#### *Terms & conditions of IP use*

- Use of IP owned by Poolpower Australia Pty Ltd may be withdrawn at any time
- A request for the IP to be removed or altered from digital media, online and from publications may be made at any time

## 10. SIGNATURE & ACKNOWLEDGEMENT

By signing this application for credit, the Applicant confirms and acknowledges:

1. That all information provided is complete, true and correct;
2. They have read and fully understand the Terms and Conditions of Trade that form part of this application, and agree to be bound by said Terms and Conditions;
3. That the supplier may amend the Terms and Conditions by notice to the customer. Any such notice will be deemed to be received 2 days after posting by us. All purchases of goods and services after receipt of that notice will be subject to the amended terms and conditions;
4. They authorise the Supplier access to my / our consumer credit file containing information about me / us from a credit reporting agency for the purpose of assessing credit worthiness, during and after this application;
5. They authorise the Supplier to make such enquiries as are deemed necessary from persons nominated above as Trade References for the purpose of assessing credit worthiness; and
6. The Customer will immediately notify the Supplier of any changes of address or in ownership of its business

(1) SIGNED BY:  <p style="text-align: center;">As authorised representative for the Customer</p>	(1) WITNESS SIGNATURE:
PRINT NAME:	WITNESS NAME:
ADDRESS:	ADDRESS:
(2) SIGNED BY:  <p style="text-align: center;">As authorised representative for the Customer</p>	(2) WITNESS SIGNATURE:
PRINT NAME:	WITNESS NAME:
ADDRESS:	ADDRESS:

**11. DEED OF GUARANTEE AND INDEMNITY**

**TO: Poolpower Australia Pty Ltd (ABN 57 089 882 520) of 1b, 39-45 Susan Street Eltham VIC 3095**

**I/We .....**

**of .....**

**(“the Guarantors”) in consideration of the within-named Supplier (“the Supplier”) providing credit to the within-named Customer (“the Customer”) at our request DO HEREBY for ourselves and respective executors and administrators jointly and severally covenant with the Supplier that if at any time default shall be made in the payment of any monies payable by the Customer to the Supplier we will forthwith on demand by the Supplier pay to it the whole of such monies which shall then be due and payable to the Supplier and will keep the Supplier indemnified against all losses costs charges and expenses whatsoever which the Supplier may incur by reason of any default on the part of the Customer in complying with the trading terms and conditions of the Supplier.**

**EXECUTED AS A DEED on the ..... day of ..... 20.....**

**SIGNED SEALED AND DELIVERED )**

**by the said**

.....)  
**Full Name of Guarantor(1)** .....  
**Signature of Guarantor(1)**

**In the presence of**

.....)  
**Name of Witness** .....  
**Signature of Witness**

**by the said**

.....)  
**Full Name of Guarantor(2)** .....  
**Signature of Guarantor(2)**

**In the presence of**

.....)  
**Name of Witness** .....  
**Signature of Witness**