

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)

(If applying for trading terms please also complete ‘Deed of Guarantee & Indemnity’)

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 NO
- Entered an arrangement under the Bankruptcy Act? YES NO
- Had a judgment in the last 5 years? YES NO

If yes, please provide details:

5. CREDIT PROVIDERS / TRADE REFERENCES

(Not required for CBD applications)

1. Business Name: _____ Contact: _____

Address: _____

Phone: _____ Email: _____

2. Business Name: _____ Contact: _____
 Address: _____
 Phone: _____ Email: _____
3. Business Name: _____ Contact: _____
 Address: _____
 Phone: _____ Email: _____

6. TRADING TERMS

1. Payment in full is required by the 30th 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 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 of 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.

7. INTERNET TRADING POLICY

Businesses with an approved account application and purchase whole product from Poolpower may apply for IP use.

It is for the protection of the consumer and our brand that we implement IP conditions of use. On-line sales and advertising of technical products by unauthorised entities may lead to misinformation and poor outcomes for both the purchaser and the brand. 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 brand.

The sale of Poolpower products to third parties for sale online or on online platforms like ebay is not permitted.

Products sold online by unauthorised dealers will not be backed by a Poolpower factory warranty

Entities misrepresenting Poolpower products online which may cause market confusion will be sent and IP correction notification.

Poolpower encourages the advertising of Pool Lab Whole products, ASP consumables and maintenance items as per the terms of use set out below.

Scope of internet activity

Advertise and promote whole product online without prices (available in store only)

Advertise ASP consumables and maintenance items online with prices and in a shopping cart

All other Pool Lab spare parts including Chlorinator Cells and Electrodes are not permitted to be advertised with a price and or provided in a shopping cart for sale online

All Puresilk spare parts including Chlorinator Cells and Electrodes are not permitted to be advertised with a price and or provided in a shopping cart for sale online

All other products manufactured by Poolpower Australia Pty Ltd not specifically mentioned here are not permitted to be advertised with a price and or provided in a shopping cart for sale online.

Terms & Conditions

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.

Intellectual Property use approval is limited to 12 months.

It is the responsibility of the business seeking approval to re-apply each year.

Trade marks, logos, images and other marketing materials provided by Poolpower must be reproduced and displayed without alteration.

8. 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: As authorised representative for the Customer	(1) WITNESS SIGNATURE:
PRINT NAME:	WITNESS NAME:
ADDRESS:	ADDRESS:
(2) SIGNED BY: As authorised representative for the Customer	(2) WITNESS SIGNATURE:
PRINT NAME:	WITNESS NAME:
ADDRESS:	ADDRESS:

