

In order that your credit applications may be processed as quickly as possible please ensure the details listed below have been correctly completed. Depending on the type of organisation you are trading as, the requirements are different. Select from the entities listed below, the type that best describes your organisation and ensure the relevant details are completed.

**1. Sole Trader:-**

- Individual's name will be used as the account name.
- At least three trade references must be given.
- The terms and conditions must be signed and witnessed.
- The Privacy Act Acknowledgement must be completed by all applicants
- We do not require a personal guarantee to be completed.

**2. Partnership:-**

- The partnership name will be used as the account name.
- At least three trade references must be given.
- The terms and conditions must be signed by at least two partners and witnessed.
- The Privacy Act Acknowledgement must be completed by all applicants
- We do not require a personal guarantee to be completed.

**3. Company:-**

- The full company name is required including Pty Ltd, etc.
- The Company name will be used as the account name.
- At least three trade references must be given.
- The Privacy Act Acknowledgement must be completed by all applicants
- The terms and conditions must be signed by the company (i.e. affix the company seal).
- The directors then sign in the space provided, to witness the affixing of the seal.
- We then also need the personal guarantee signed by the directors.  
This is a separate document in which the directors guarantee the debts of the company making the application. The guarantee is between the directors of your company and our organisation and therefore **should not** have your company seal affixed.

**All applicants:-** Check that the phone, fax, address, dates of birth, references names and contact numbers are included and all other details are completed correctly.

More information is better than less as it may save us from having to contact you for further details.

**Please ensure forms are returned to Pool Systems for processing.**

If you are unsure of the requirements please contact Amber Unsworth on (07) 3889 6722.

Return to: The Credit Controller, PO Box 5225, Brendale Qld 4500

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## ACCOUNT / CREDIT APPLICATION

I / We hereby request POOL SYSTEMS PTY LTD  
(ACN: 074 166 975 / ABN: 68 074 166 975) to extend credit sales terms to me/us.

Registered Name: \_\_\_\_\_

Trading Name: \_\_\_\_\_

Type of Business: Retail  Wholesale  Service

Other (please specify): \_\_\_\_\_

Date when business commenced / purchased: \_\_\_\_\_

Address of Registered Office: \_\_\_\_\_

Australian Business Number (ABN or ACN): \_\_\_\_\_

Postal Address: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Estimated Monthly Expenditure Required: \$ \_\_\_\_\_

Telephone: Business: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Private: \_\_\_\_\_ Mobile: \_\_\_\_\_

Accounts Email (invoices/statements): \_\_\_\_\_

Sales Email (marketing/promotions): \_\_\_\_\_

### PERSONAL DETAILS OF APPLICANT:

If a Company, please state the names and addresses and required details of all directors / shareholders or partners.  
If an individual please state all persons involved in the business.

	NAME	RESIDENTIAL ADDRESS	POSITION	DRIVERS LIC.	D.O.B
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____

If applicant is a Company acting as trustee for a trust please state:

Name of Trust: \_\_\_\_\_

Main Beneficiaries: \_\_\_\_\_

**TRADE REFERENCES** (Please list at least three referees with whom you have had business dealings within the last twelve months).

	NAME	CONTACT	PHONE	EMAIL
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_ Phone No: \_\_\_\_\_

I/we hereby agree to be bound by the Conditions of Sales printed in this applications and declare that the information provided above is true and correct in every respect. I / We also confirm that neither of us nor anyone beneficially interested in the applicant's business is an un-discharged bankrupt or is subject to any unsatisfied Court Judgment in Australia.

Please complete this form as applicable and sign below, in the case of a partnership by all Partners, otherwise by the owner(s) or an authorised officer

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# TERMS & CONDITIONS OF SALES

## PRICES

All prices are listed exclusive of any applicable GST and are subject to change without notice.

**Note:** Pool Systems price list may not be copied in whole or part without the written permission of Pool Systems. Pool Systems abides by the regulations contained in the Australian Competition and Consumer Act 2010.

## ORDERS and ORDER CONFIRMATIONS

Orders are accepted in good faith and subject to Pool Systems ability to supply. Orders are confirmed via email to the customer's nominated email address prior to dispatch. Customers should check the confirmation and immediately advise of changes or errors. Unless the customer notifies Pool Systems prior to dispatch of goods, then the order will be deemed as correct in item, price and quantity and therefore a confirmed customer purchase order.

Please note for logistics efficiency and error control an order cannot be adjusted once it has been confirmed and processed, that is, adding to an order may not be possible after confirmation and processing. Multiple orders are treated as separate transactions. For freight efficiency, we will always endeavour to consolidate multiple orders, however sometimes processes may prevent this occurring and additional freight costs may be incurred by our customers.

## PAYMENT

Payment is required prior to issue of goods by customers without a credit account.

For customers with approved credit terms, payment is due by the last day of the month following delivery of goods. Credit facilities will automatically cease if the due account is not paid in full. Overdue accounts are subject to an interest charge of two per centum (2%) per month, calculated on a monthly basis from the month following due date to the month of payment (both inclusive). In all cases, late payments by credit card will attract the following service fees: Visa, MasterCard – 1.5%, Amex – 2.7%.

## RETURN of GOODS / INCORRECT ORDERS

Pool Systems does not sell products on a 'sale or return' basis. Goods will only be considered for return if they are in a saleable condition and then only after prior arrangement with the Pool Systems Customer Service department. Goods returned for credit or replacement without prior approval will not be accepted or credited.

Upon our agreement to accept return of goods, the customer will be issued a **RMA No.** (Return Merchandise Authority) as well as instructions of how to return the goods e.g. collection by a field sales representative or by return freight.

The returned goods must be accompanied by a **copy of the purchase invoice** together with the RMA No. Returned Goods which may be resold will be subject to restocking and/or repackaging fees. No credit will be issued for Goods not in a saleable condition.

Goods returned due to a customer's order error or change of mind are subject to a minimum 15% restocking and administration fee.

## CLAIMS for INCORRECT QUANTITY or DAMAGED GOODS on DELIVERY

For fast and cost efficient service, Pool Systems occasionally utilise 3rd party logistics providers, therefore early notice is necessary to enable investigation of claims for orders received that are incorrect in quantity or are delivered in a damaged/unsaleable condition. Customers must notify Pool Systems within 3 working days of receipt of goods where (1) the quantity received is less or more than the Delivery Notice and/or (2) Goods are in a damaged condition. Claims will not be accepted outside of this period. In the case of goods in damaged condition, photographic evidence will enable a quick response. In any case, goods must not be destroyed or discarded without written authority from Pool Systems.

## RISK AND INSURANCE

Risk of damage to, or loss of the goods shall pass to the Purchaser at the time of delivery to the Carrier or the Purchaser, whichever occurs first. If Pool Systems arranges transport at the direction of the customer, then it acts only as an agent for the customer and bears no liability for damage or loss. Insurance shall be at the cost and responsibility of the Purchaser. Claims for damages, loss, incorrect supply, short deliveries or other non-conformity to the description will only be recognised if notified by the Purchaser to the Seller within 3 working days of receipts of the goods.

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## TERMS & CONDITIONS OF SALES (Cont...)

### TRANSFER OF OWNERSHIP

- a) Ownership of and title to any goods delivered by Pool Systems Pty Ltd to the Purchaser shall remain with Pool Systems Pty Ltd until payment in full for the goods, and all other outstanding amounts by the Purchaser have been paid for in full.
- b) Whilst ownership of, and title to the goods remains with Pool Systems Pty Ltd the Purchaser agrees to hold any goods delivered to the Purchaser in trust for Pool Systems Pty Ltd and shall store such goods in a manner that they are clearly identified as the property of Pool Systems Pty Ltd.
- c) Pool Systems Pty Ltd shall be entitled to take possession of any such goods held in trust by the Purchaser if the Purchaser is in default and for this purpose is hereby authorised to enter any property or premises (if necessary by reasonable force) where it reasonably expects or assumes the goods are held and remove the goods at any time and the Purchaser hereby appoints Pool Systems Pty Ltd as its agent for that purpose.
- d) Notwithstanding the provisions of the previous sub clauses the Purchaser (being a retailer or trader) may sell the goods to a third party in the ordinary course of their business and deliver the goods to that party subject to the following conditions:-
  - I. Where the Purchaser received payment by the third party such payment shall be held (and is deemed to be held) by the Purchaser in trust for Pool Systems Pty Ltd and the Purchaser shall account to Pool Systems Pty Ltd according to the law of trust for such proceeds; and
  - II. Where the Purchaser is not paid for the goods so disposed of the Purchaser hereby assigns the debt owing (save for this provision) to him/her/it to Pool Systems Pty Ltd who shall be entitled to demand payment of and collect the amount payable by the third party and the Purchaser hereby appoints Pool Systems Pty Ltd as its agent for that purpose.

### WARRANTY

All goods are sold subject to the warranties provided by the respective manufacturers. Pool Systems Pty Ltd does not accept any claims beyond those warranties but will endeavour to obtain, on behalf of its customers, replacement or repair of faulty items subject to the manufacturer's warranty conditions.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. The Customer is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. The Customer is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

### SUPPLY

Pool Systems Pty Ltd reserves the right to refuse any orders for whatever reason without prejudice to its other rights and remedies even if the goods ordered have been prepaid (subject only to refund of the prepayment less administration charge of 5% of prepayment)

**Note:** All Filter MEDIA and SALT deliveries are subject to freight charges (metro and provincial).

These Terms and Conditions may be altered without notice.

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**TERMS & CONDITIONS OF SALES (Cont...)**

This Application was lodged on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ for and on behalf of:-

Company / Business Name \_\_\_\_\_

**Signed sealed and delivered by:**

\_\_\_\_\_  
Insert name of signatory

\_\_\_\_\_  
Signature of Proprietor/Partner/Director/Secretary

**In the presence of:**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name and Address of Witness

**Signed sealed and delivered by:**

\_\_\_\_\_  
Insert name of signatory

\_\_\_\_\_  
Signature of Proprietor/Partner/Director/Secretary

**In the presence of:**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name and Address of Witness

**Signed sealed and delivered by:**

\_\_\_\_\_  
Insert name of signatory

\_\_\_\_\_  
Signature of Proprietor/Partner/Director/Secretary

**In the presence of:**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name and Address of Witness

**Signed sealed and delivered by:**

\_\_\_\_\_  
Insert name of signatory

\_\_\_\_\_  
Signature of Proprietor/Partner/Director/Secretary

**In the presence of:**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Name and Address of Witness

**TO POOL SYSTEMS PTY LTD**  
**ACN: 074 166 975 - ABN: 68 074 166 975**  
**PRIVACY ACT ACKNOWLEDGEMENT AND CONSENT**

**Acknowledgment And Consent That Credit Information May Be Given To A Credit Reporting Agency.**

I/We understand that Section 18E(8)(c) of the Privacy Act allows Pool Systems Pty Ltd to give a credit reporting agency certain personal information about me/us which I/we authorise Pool Systems Pty Ltd to do. The information which may be given to an agency is covered by Section 18E(1) of the Act and included:

- Such permitted information about me/us which will allow me/us to be identified.
- The fact that I/we have applied for credit and the amount.
- The fact that Pool Systems Pty Ltd is a credit provider to me/us.
- Payments which become overdue more than 60 days and for which collection action has commenced.
- Advice that payments are no longer overdue.
- Cheques drawn by me/us which have been dishonored.
- In specified circumstances, that in the opinion of Pool Systems Pty Ltd I/we have committed a serious credit infringement.
- That the credit provided to me/us by Pool Systems Pty Ltd has been discharged.

**Authority for Pool Systems Pty Ltd to obtain certain credit information.**

To enable Pool Systems Pty Ltd to assess my/our application for personal or commercial credit I/we authorise Pool Systems Pty Ltd:

- To obtain from a credit reporting agency a credit report containing personal credit information about me/us.
- To obtain from a business which provides information about the commercial credit worthiness of persons a report containing information about my/our commercial activities or commercial credit worthiness.

**Authority to exchange information with other credit providers.**

In accordance with Section 18N(1)(b) of the Privacy Act, I/we authorise Pool Systems Pty Ltd to give to and obtain from credit providers named in this credit application and credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements. I/we understand this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act 1988.

I/we hereby authorise Pool Systems Pty Ltd to advise the merchant named in the accompanying application that my/our application for credit has been approved or declined.

**Applicants Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Residential Address:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Co-Applicants Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Residential Address:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Co-Applicants Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Residential Address:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Co-Applicants Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Residential Address:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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**PERSONAL GUARANTEE**

On behalf of: \_\_\_\_\_  
(Please insert your company name)

To: POOL SYSTEMS PTY LTD (ABN: 68 074 166 975) 27 Strathwyn Street, P.O Box 5225, Brendale, Qld 4500.

In consideration of Pool Systems Pty Ltd agreeing to supply goods and services on credit as from time to time requested by the guarantors hereinafter named to:

\_\_\_\_\_  
(Name Of Company)

\_\_\_\_\_  
(Address Of Company)

(Hereinafter called the "Debtor")

We, being the Directors, Shareholders or otherwise financially interested persons in the Debtor, namely:

NAME	RESIDENTIAL ADDRESS
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

hereby personally, jointly and severally, together with our executors or administrators guarantee to Pool Systems Pty Ltd the payment of moneys which are now or at any time hereafter may become due by the Debtor to Pool Systems Pty Ltd on any account whatsoever and in particular for credit extended to the Debtor by Pool Systems Pty Ltd for the supply of goods or services and interest and other charges associated therewith and agree as follows:-

- (a) This guarantee is a continuing guarantee and shall not be considered as wholly or partially satisfied by payment of any sum of money for the time being due to Pool Systems Pty Ltd and shall apply to the present or any future balance of the moneys hereby secured.
- (b) This guarantee shall not be determined by our death.
- (c) Pool Systems Pty Ltd may from time to time grant to the Debtor any time or other indulgence without affecting the liability of us.
- (d) Any payment made to Pool Systems Pty Ltd and later avoided by any statutory provision shall be deemed not to have discharged our liability and in such an event the parties are resorted to the rights which each respectively would have had if the payment had not been made.
- (e) Pool Systems Pty Ltd shall be at liberty from time to time and without further authority than this guarantee to debit and charge the account of the debtor with all costs, charges, expenses and payments legal or otherwise which Pool Systems Pty Ltd may incur in connection with obtaining or attempting to obtain payment of the moneys hereby secured whether from us or from the Debtor.
- (f) Pool Systems Pty Ltd may from time to time increase or otherwise vary the limit of any accommodation to the Debtor or otherwise amend or vary the arrangements now or from time to time hereafter in force between Pool Systems Pty Ltd and the Debtor at its absolute discretion and without any consent by us and it is acknowledged that this guarantee shall extend to cover the arrangements from time to time so made.
- (g) That notwithstanding anything contained in this instrument and notwithstanding that the whole or any part of the moneys hereinbefore described as "the moneys hereby secured" are or may be irrecoverable from the Debtor by Pool Systems Pty Ltd (whether by any reason or any legal limitation disability or incapacity of or affecting the Debtor by reason or any other fact or circumstances whatsoever and whether the transactions or any of them relating to such moneys have been void ab initio or have been subsequently avoided and whether or not any of the matters of facts relating hereto have been or ought to have been within the knowledge of proof of Pool Systems Pty Ltd ) whereby such moneys or any part thereof are not recoverable from us by Pool Systems Pty Ltd on the footing of a guarantee then and in such case we hereby as a separate and additional primary liability under this instrument indemnify Pool Systems Pty Ltd in respect of such moneys and as principal Debtors agree with Pool Systems Pty Ltd to pay Pool Systems Pty Ltd when demanded in writing from us a sum equal to the amount of such moneys and the terms of this instrument shall

**Personal Guarantee (Cont...)**

(g) continued..... mutandis apply as far as possible to this indemnity PROVIDED ALWAYS that the total amount payable by us shall not exceed the total amount which we would otherwise have been liable under this instrument if the said moneys were recoverable by Pool Systems Pty Ltd from the Debtor.

h) That it is acknowledged that we do not execute this instrument as a result of or by reason of any promised representation statement of any nature of kind whatsoever given or offered to us by or on behalf of Pool Systems Pty Ltd whether in answer to any enquiry or on behalf of us or not.

Wherever the same is used herein words importing the singular number of the plural number shall be deemed to include the plural number and singular number respectively.

To hereby charge all our real and personal property with our obligations under this guarantee to allow Pool Systems Pty Ltd to lodge a caveat over our real property to protect its interests under the charge given under this guarantee.

It is acknowledged that Pool Systems Pty Ltd may from time to time seek and obtain further guarantees from other guarantors to guarantee the obligations and debts of the Debtor and we hereby consent to such further guarantees being given and acknowledge that their granting does not diminish in any way Pool Systems Pty Ltd's rights against us under this guarantee document. AND recognising that it is on the basis of this guarantee that credit will be extended to the Debtor we certify that the full and correct name of the Debtor is set out in the head hereof.

IN WITNESS WHEREOF we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

**Signed Sealed and Delivered by the said**

\_\_\_\_\_  
Insert Name Of Guarantor) (Signature of Guarantor)

as Guarantor in the presence of: \_\_\_\_\_  
(Signature of Witness)

**Signed Sealed and Delivered by the said**

\_\_\_\_\_  
Insert Name Of Guarantor) (Signature of Guarantor)

as Guarantor in the presence of: \_\_\_\_\_  
(Signature of Witness)

**Signed Sealed and Delivered by the said**

\_\_\_\_\_  
Insert Name Of Guarantor) (Signature of Guarantor)

as Guarantor in the presence of: \_\_\_\_\_  
(Signature of Witness)

**Signed Sealed and Delivered by the said**

\_\_\_\_\_  
Insert Name Of Guarantor) (Signature of Guarantor)

as Guarantor in the presence of: \_\_\_\_\_  
(Signature of Witness)