



COMMERCIAL TRADE ACCOUNT APPLICATION

Date ____/____/____ Total amount of credit required \$ _____

Full Company name _____ ABN _____

Trading name _____ ACN _____

Postal Address _____ State _____ Postcode _____

Phone _____ Mb (inc name) _____ Fax _____

Street address (if different) _____ State _____ Postcode _____

Store email address _____

Style of Business Operation:

Store Mobile Service only Pool Builder Affiliated Group (Please Specify) _____

How long have you been in business? _____

Accounts Payable Contact Name _____ Phone _____ Fax _____

E-Mail _____ Mobile _____

Full name of Principals (directors or partners)

1. Name _____ Home Address _____ State _____ Postcode _____

Home Phone _____ Mobile _____ Email Address _____

2. Name _____ Home Address _____ State _____ Postcode _____

Home Phone _____ Mobile _____ Email Address _____

3. Name _____ Home Address _____ State _____ Postcode _____

Home Phone _____ Mobile _____ Email Address _____

Trade references (if full trading account is required) (Or Alternatively check box open Prepaid Account
(Please do not use Astral, Boral, Bunnings, Pacific Salt, Pentair, Reece Plumbing as they do not provide references)

1) Contact _____ Ph _____ Email _____

2) Contact _____ Ph _____ Email _____

3) Contact _____ Ph _____ Email _____

Daisy Pool Covers - Terms & Conditions

1. Interpretation

- (a) In this Agreement:

Agreement means these Terms and Conditions, the Commercial Trade Account Application, the Orders, invoices and any other documents referred to in these documents.

Business Day means a day that is not a Saturday, Sunday or public holiday in the place where the Goods are provided.

Buyer means the company or other entity set out in the Commercial Credit Trade Application.

Commercial Trade Account Application means the application by the Buyer to Daisy Pool Covers to open a credit account incorporating these Terms and Conditions and requesting Daisy Pool Covers to supply to the Goods.

Order means any order for Goods placed by the Buyer for the supply of Goods.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Price means the price for the Goods agreed to by the parties including all other charges as shown in the relevant invoice.

Goods means the goods supplied by Daisy Pool Covers to the Buyer under the Agreement.

Security Interests means a mortgage, caveat, charge, lien, pledge, security, interest, title retention arrangement, preferential right, trust arrangement, encumbrance, contractual right of set off, any security arrangement in favour of any person or any security arrangement which is deemed to be a security interest for the purposes of the PPSA.

Daisy Pool Covers means Mount Cotton Pty Ltd (ACN 055 980 704) trading as Daisy Pool Covers & Rollers.

- (b) In this Agreement, unless the context requires otherwise:
- (i) *the singular includes the plural and vice versa;*
 - (ii) *headings are for reference only and do not affect the interpretation of this Agreement;*
 - (iii) *a reference to any legislation includes a reference to any proclamation, order, amendments or modification made under that legislation;*
 - (iv) *"include", "includes" and "including" means "includes without limitation";*
 - (v) *a reference to:*
 - (A) *a person includes that person's legal personal representatives, successors, assigns;*
 - (B) *"\$" or "dollars" is a reference to Australian currency unless otherwise agreed; and*
 - (C) *a clause is a reference to a clause of this Agreement; and*
 - (vi) *if the date on or by which any payment must be made or notice given under this Agreement is not a Business Day, it must be made or given on or by the next Business Day.*

2. Provision of Goods

- (a) By ordering the Goods referred to in an Order, the Buyer agrees to be bound by this Agreement.
- (b) These Terms and Conditions apply in every case where Daisy Pool Covers supplies Goods of any kind to the Buyer and acceptance of the Goods is conclusive evidence that Buyer is bound by this Agreement.
- (c) These Terms and Conditions prevail to the extent they are inconsistent with any trading terms or other communication provided by the Buyer to Daisy Pool Covers.

3. Inspection and acceptance

- (a) The Buyer must inspect the Goods upon delivery.

- (b) If the Buyer believes the Goods are damaged or do not conform with an Order, the Buyer must notify Daisy Pool Covers within seven (7) days of delivery setting out full details.
- (c) If Daisy Pool Covers has not received any written notice from the Buyer within the seven (7) day period set out above, the Buyer is deemed to have accepted the Goods.

4. Title and risk

- (a) Risk in the Goods passes to the Buyer when the Goods are delivered.
- (b) Title in the Goods passes to the Buyer upon payment of the Price.

5. Price, invoicing and payment

- (a) The Buyer must pay the Price on the agreed terms and as specified in an invoice issued by Daisy Pool Covers for the Goods, which terms are either:
 - (i) *prepayment upon the receipt of the invoice; or*
 - (ii) *within thirty (30) days from the end of the month of receipt of the invoice.*
- (b) In addition to the Price, the Buyer will pay any GST or other taxes related to, or arising out of, the supply of the Goods by Daisy Pool Covers.
- (c) The Price is fixed and will not be subject to variation for rise and fall, exchange rate variations or any other variation.

6. Buyer's undertakings

- (a) The Buyer authorises Daisy Pool Covers to:
 - (i) *make such enquiries as Daisy Pool Covers may require to satisfy itself to the creditworthiness of the Buyer and to collect any overdue amounts owing by the Buyer under this Agreement; and*
 - (ii) *disclose the information of the Buyer for such purposes in accordance with Part IIIA the Privacy Act 1988 (Cth).*
- (b) *If the amount owing by the Buyer to Daisy Pool Covers under this Agreement exceeds the credit amount that Daisy Pool Covers agreed to provide, the Buyer agrees to pay Daisy Pool Covers immediately on demand all amounts in excess of the agreed credit amount.*
- (c) The Buyer agrees to notify Daisy Pool Covers as soon as practicable if the Buyer decides to sell the Buyer's business.
- (d) If Daisy Pool Covers requests, the Buyer agrees to procure that its directors enter into a deed of guarantee to guarantee the obligations of the Buyer under this Agreement.

7. Warranty

The Buyer acknowledges and agrees that it has fully informed itself as to the applicable warranties offered by Daisy Pool Covers for defective material or workmanship and agrees to register its warranty with Daisy Pool Covers.

8. Liability

- (a) The liability of Daisy Pool Covers under or arising out of the sale and supply of the Goods, for breach of any term, condition or warranty implied in or imposed upon the sale and supply of Goods by law is limited at the option of Daisy Pool Covers to the replacement of the Goods or the repair of the Goods.
- (b) Each party is liable for and must indemnify the other party and keep the other party indemnified from and against any liability and any loss or damage of any kind whatsoever arising out of or in connection with any negligent act, negligent omission or breach of this Agreement by that party.
- (c) Neither party is liable to the other party for any loss of use, loss of revenue, loss of profit, loss of product or production, business interruption, loss of business opportunity, loss of savings, loss of use of capital or loss of goodwill arising out of or in connection with this Agreement.
- (d) Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this Agreement.

9. Default, consequences of default and termination

- (a) If the Buyer fails to make any payment when due:
 - (i) *all other amounts owing to Daisy Pool Covers become immediately due and payable;*
 - (ii) *Daisy Pool Covers may withhold any further supply of Goods and may cancel all outstanding Orders;*
 - (iii) *the Buyer must pay interest on the amount of the overdue payment calculated daily at the rate of ten percent (10%) per annum from the date payment is due until the date it is paid in full; and*
 - (iv) *Daisy Pool Covers may enforce its Security Interest against the Goods or any proceeds arising from the Buyer's dealings with the Goods including in accordance with clause 9 of these Terms and Conditions.*
- (b) The Buyer will pay, and indemnify Daisy Pool Covers for, all costs, including legal costs on a solicitor and client basis, incurred by Daisy Pool Covers in enforcing its rights under this Agreement.
- (c) This Agreement may be terminated at any time upon the agreement by the parties in writing.
- (d) Unless expressly stated otherwise, termination of this Agreement for any reason does not affect the rights or obligations of a party which have accrued prior to termination.

10. Dispute resolution

- (a) If a party alleges a dispute has arisen between the parties (**Dispute**), then that party must give notice to the other party identifying and providing details of the Dispute.
- (b) Within fourteen (14) days after service of the notice of dispute, the parties must meet and, confidentially and in good faith, attempt to resolve the Dispute.

11. Security Interest

- (a) Property and ownership in any Goods remains with Daisy Pool Covers until all amounts owing by the Buyer to Daisy Pool Covers have been paid in full.
- (b) In this clause:
 - (i) *financing statement, proceeds and verification statement have the meanings given to them by the PPSA; and*
 - (ii) *PPSR means the Personal Property Securities Register established under section 147 of the PPSA.*
- (c) To secure all of its obligations under this Agreement, the Buyer grants to Daisy Pool Covers a Security Interest in the Goods.
- (d) The Security Interest created under clause 9(b):
 - (i) *will continue in the Goods until title passes to the Buyer pursuant to this Agreement; and*
 - (ii) *attaches to the proceeds of the Goods.*
- (e) The Buyer acknowledges that Daisy Pool Covers is entitled to register a financing statement on the PPSR to perfect Daisy Pool Covers' Security Interest in the Goods.

- (f) The Buyer must do all things required by Daisy Pool Covers to ensure that Daisy Pool Covers' Security Interest is perfected, enforceable and has the highest priority possible under the PPSA.
- (g) The Buyer must not:
 - (i) *grant, allow to exist or agree to any Security Interest in the Goods other than the Security Interest created under this Agreement; or*
 - (ii) *sell, lease or otherwise deal with the Goods except in the ordinary course of its business.*
- (h) Daisy Pool Covers may enforce its Security Interest in the Goods and any proceeds arising from the Buyer dealing with the Goods immediately upon the occurrence of a default of the terms of this Agreement, which enforcement includes repossessing the Goods.
- (i) The Buyer grants to Daisy Pool Covers a license to enter onto any premises of the Buyer for the purpose of enforcing the Security Interest.
- (j) The Buyer acknowledges and agrees that:
 - (i) *under the PPSA, Daisy Pool Covers' Security Interest in the Goods automatically attaches to the proceeds of the Goods including payments owing to the Buyer from customers who purchase the Goods from the Buyer; and*
 - (ii) *if the Buyer defaults under the terms of this Agreement, Daisy Pool Covers is entitled to receive payment directly from the Buyer's customer; and*
 - (iii) *if the Buyer defaults under the terms of this Agreement, the Buyer will assist Daisy Pool Covers in collecting these payments from the Buyer's customers.*
- (k) The Buyer waives its right to receive any notice under the PPSA (including the right to receive a verification statement in accordance with section 157 of the PPSA) unless the notice is required by the PPSA and the right to receive it cannot be waived by the Buyer, or otherwise excluded.

12. General

- (a) This Agreement constitutes the entire agreement between the Buyer and Daisy Pool Covers in respect of the Goods.
- (b) Any failure of any party to exercise any right under this Agreement does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.
- (c) This Agreement is governed by the laws of Western Australia.
- (d) No variation to this Agreement is effective unless made in writing and signed by each party.
- (e) Any provision of this Agreement which is found to be invalid is invalid only to the extent of the invalidity and does not invalidate or affect the remaining provisions of this Agreement.

(signatures on next page)

EXECUTED BY)
MOUNT COTTON PTY LTD (ACN 055 980 704))
in accordance with Section 127 of the Corporations Act)
2001)

.....
Signature of Director

Derek Prince

Name of Director

.....
Signature of Director/Secretary

Janine Prince

Name of Director/Secretary

EXECUTED BY)
.....)
in accordance with Section 127 of the Corporations Act)
2001)

.....
Signature of Director

Name of Director

.....
Signature of Director/Secretary

Name of Director/Secretary

Office Use Only:

Approved by _____	Date: _____
Client notified per: - Fax/E-Mail/Letter/Phone.	Date: _____
Welcome Pack sent:	Date: _____
Excel Check:	Date: _____
Mailchimp:	Date: _____

Notes: _____
