



Aqua Cooler Pty Ltd

ABN: 88 151 215 351

Unit 14, 2-12 Knobel Court
Shailer Park QLD 4128

Ph: +612 97219310

Fax: +612 97219344

Customer Account Application Form

Important Notes

- Your application will be treated in the strictest confidence.
- Please ensure you complete all fields as incomplete forms may delay your account approval or result in the application not being accepted.
- Please ensure you have read and understand our terms of trade.
- Applications may be returned:
 - By e-mail to accountsrec@aquacooler.com.au;
 - By fax to +612 9721 9344 or
 - By mail to Unit 14, 2-12 Knobel Court Shailer Park QLD 4128

General Information

Company Details

| | | | |
|--------------------------------------|--|------------|--|
| Applicant's Full Name | | | |
| Business Name | | | |
| ABN | | ACN | |
| Telephone | | Fax | |
| E-mail | | | |
| Parent Company/Group/District | | | |

Delivery Address

| | | | |
|-------------------------|--|-----------------|--|
| Delivery Address | | | |
| | | | |
| City/Suburb | | Postcode | |
| State | | Country | |

Postal Address

Do not complete this section if the postal address is the same as the delivery address.

| | | | |
|-------------------------|--|-----------------|--|
| Delivery Address | | | |
| | | | |
| City/Suburb | | Postcode | |
| State | | Country | |

Contact Information

| | | | |
|-----------------------------|--|--------------------------------|--|
| Sales Contact Person | | Accounts Contact Person | |
| Telephone | | Telephone | |
| Fax | | Fax | |
| E-mail | | E-mail | |

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Financial Information

Banking Details

| | | | |
|--------------------------------|--|--------|--|
| Type of Business | | | |
| Bank | | Branch | |
| Average Monthly Purchase Value | | | |

References

Please provide two trade references.

| | |
|--------------|--|
| Contact Name | |
| Organisation | |
| Telephone | |
| E-mail | |

| | |
|--------------|--|
| Contact Name | |
| Organisation | |
| Telephone | |
| E-mail | |

Other Information / Comments

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Declaration

1. I/hereby apply to open a credit ledger account and provide the above information in support thereof.
2. I understand that the normal trading terms are strictly 30 days and payment is due by the end of the month following delivery. I / We agree to pay all accounts on the due date and acknowledge that if the account becomes overdue, it is automatically suspended until brought within the trading terms.
3. I understand that credit that credit may be withdrawn should the authorised credit limit be exceeded.
4. I understand that Directors' personal guarantees may be required.
5. I understand that goods are the responsibility of the recipient upon delivery but remain the property of Aqua Cooler Pty Ltd until such time as full payment is received and funds have been cleared.
6. I understand that all orders are subject to a handling and insurance fee and that a freight charge may be applicable.
7. I understand that no claims will be recognised after 7 days following delivery.
8. I understand that goods procured as ordered are not refundable and that all other types of returns must be authorised and referenced with the invoice number and date. I understand a restocking fee may also apply.
9. I acknowledge receipt of and acceptance of Aqua Cooler Pty Ltd's General Terms and Conditions of Sale.
10. I certify that I am authorised to complete the Customer Account Application Form on behalf of the applying business and that the information provided is true and correct to the best of my knowledge.

Authorised Representative

| | |
|-----------|--|
| Name | |
| Position | |
| Signature | |
| Date | |

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Personal / Directors' Guarantee

Director's Declaration (To be completed by all Directors if the applicant is a company or corporate trust)

This application is made to Aqua Cooler Pty Ltd by the below company (the 'Applicant').

| | |
|---------------------|--|
| Company Name | |
|---------------------|--|

Application is made at the request of the below signed persons (jointly and severally the 'Guarantor') for and on behalf of the Applicant, and in consideration of Aqua Cooler Pty Ltd agreeing to supply goods and/or services, or provide credit, or grant an indulgence outside Aqua Cooler Pty Ltd's agreed credit terms:

The Guarantor hereby agrees to:

1. Guarantee to Aqua Cooler Pty Ltd the due and punctual payment or all money presently owing or any money that may be owing in the future by the Applicant in respect of the cost of goods or services supplied by Aqua Cooler Pty Ltd to the Applicant and any other sums payable by the Applicant to Aqua Cooler Pty Ltd pursuant to Aqua Cooler Pty Ltd's terms and conditions (collectively 'Guaranteed Money').
2. A separate severable and additional covenant and obligation to indemnify and keep indemnified Aqua Cooler Pty Ltd from and against all losses, costs, charges and expenses whatsoever that Aqua Cooler Pty Ltd may suffer or incur in relation to the supply of goods and services to the Applicant and further agrees that each of the provisions herein contained that applies or is capable of application to this deed when it is constructed as an indemnity will apply to the indemnity hereby given by the Guarantor.
3. Covenant, stipulate and acknowledge the following:
 - a. The Guarantee hereby given is a continuing guarantee, the indemnity hereby given is a continuing indemnity and neither this deed, the said guarantee nor the said indemnity will be discharged in anyway or be considered or deemed to be discharged in anyway by any payment to Aqua Cooler Pty Ltd other than the payment to and acceptance by Aqua Cooler Pty Ltd of the Guaranteed Money.
 - b. Notwithstanding that as between the Guarantor and the Applicant the position of the Guarantor is that of surety only nevertheless as between the Guarantor and Aqua Cooler Pty Ltd, the Guarantor is liable hereunder as a principal and as primary debtor for the payment of the Guaranteed Money.
 - c. The deed is valid and enforceable against the Guarantor and the liability hereunder of the Guarantor continues and may be enforced by Aqua Cooler Pty Ltd notwithstanding:
 - i. that no steps or proceedings have been taken against the Applicant;
 - ii. any indulgence or extension of time granted by Aqua Cooler Pty Ltd to the Applicant;
 - iii. the death or bankruptcy or winding up of the Applicant;
 - iv. that payment of the Guaranteed Money cannot be legally enforced against the Applicant;
 - v. the Guarantor will not compete with Aqua Cooler Pty Ltd for any dividend or distribution in the event of the Applicant being declared bankrupt, going into liquidation, being wound up or entering any deed or scheme of arrangement or assignment or composition in respect of its affairs, assets or liabilities.
4. The Guarantor hereby acknowledges having given its consent to Aqua Cooler Pty Ltd to obtain from a credit reporting agency a consumer credit report containing information about it for the purposes of Aqua Cooler Pty Ltd assessing whether to accept the Guarantor as a guarantor for credit that it may be applied for by the Applicant.
5. The term "Aqua Cooler Pty Ltd" includes its successors and assigns and the terms 'Applicant' and 'Guarantor' include their respective executors, administrators and successors.
6. In this deed the singular includes the plural and if there is more than one Guarantor to the Guarantee, their obligations are joint and several.

Director 1

| | | | |
|---------------------|--|-----------------|--|
| Signature | | | |
| | | | |
| Full Name | | | |
| | | | |
| Home Address | | | |
| | | | |
| City/Suburb | | | |
| | | | |
| State | | Postcode | |

Director 2

| | | | |
|---------------------------|--|-----------------|--|
| Signature | | | |
| | | | |
| Full Name | | | |
| | | | |
| Home Address | | | |
| | | | |
| City/Suburb | | | |
| | | | |
| State and Postcode | | Postcode | |

If the company or corporate trust has more than two Directors, all other Directors should also sign below:

Additional Signature 1

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Additional Signature 2

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Additional Signature 3

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Aqua Cooler Pty Ltd's Terms and Conditions of Sale

These terms apply to all products you buy from us. You cannot vary these terms without our written approval. All references to "us", "we", "our", etc. refer to Aqua Cooler Pty Ltd. All references to "you"; "your" etc. refer to the customer placing the order and its representatives and if more than one, each of them jointly and severally.

1. Orders

1.1 Prevailing Terms. We will not be bound by your order until we accept it, which we may do by delivering the products to you. If the terms of your order differ from these terms, these terms will prevail.

1.2 Order Form. You are responsible for checking the prices of products in your order and that your order sets out all products you require. We take no responsibility for any omissions or errors in the description of products or the prices set out in the order.

1.3 Method of Ordering. You may only make an order by contacting us in writing, by facsimile, by phone or by the Internet.

2. Price

2.1 Variation. Prices listed in our current product catalogue are fixed until we issue a revised price list or otherwise notify you that the prices have been revised. Current prices for all items can be viewed online. We can vary prices at any time prior to accepting your order.

2.2 Amount. You will pay us according to the applicable prices at the date of delivery without deductions or setoff unless we otherwise advise.

2.3 Payment on Delivery. We will invoice you on delivery and you must then pay us within 30 days from the date on the invoice, otherwise we will charge you interest at 2% per month on any amount unpaid which will be calculated from the due date and capitalised monthly.

2.4 Change in Costs. If, in our sole opinion we cannot absorb any increase in costs (including production, freight, insurance or delivery) which arise after the date of your order but before delivery, the price you pay for your order will increase accordingly.

2.5 GST. Payments are to be made inclusive of any GST quoted on the invoice.

2.6 Methods of Payment. We accept payment by cash, electronic funds transfer, cheque or corporate card including MasterCard, Bankcard or Visa.

3. Delivery

3.1 Instructions. You must give delivery instructions in your order, and if possible, we will arrange for delivery in accordance with those instructions. You must ensure that someone is present to accept delivery of the products and the accompanying invoice on your behalf. As well as paying for the products, you will pay the carrier's costs of transporting the products from our warehouse in all cases.

3.2 Timing Estimates Only. Any times we quote for supply or delivery are estimates only. Delay in supply or delivery will not affect your obligation to accept or pay for the products.

3.3 Installments. We reserve the right to supply or deliver by installments. Each installment will be deemed to be sold under a separate contract. You cannot refuse the order if we fail to supply or deliver any installment.

3.4 Risk of Loss. You bear the risk of any deterioration, loss or damage to the products from the time they are delivered to the carrier, when that carrier is nominated by you.

3.5 Insurance. You are responsible for all insurance of the products in transit unless we otherwise agree in writing.

4. Product Warranty

4.1 Inspection on Delivery. You must inspect the products as soon as they are delivered and if you do not you will be deemed to accept the products.

4.2 Credit or Replacement. In our sole discretion, we may replace defective or damaged products or provide you with an equivalent amount of credit provided that:

- you inspected the products on delivery and signed for them as damaged stock;
- you notified us of the damage or defect within 48 hours of delivery;
- you allow us access to inspect the products and investigate the complaint; and
- you have not used the products and they are in a saleable condition at the same time they are returned to us; otherwise, the products will be deemed to comply with your order and you will be bound to pay for them in accordance with these terms.

4.2.1 Approval and Procedure. After obtaining our approval, you may return the product to us and must comply with all directions that we give you, including which carrier you must use. Special and indent items will not be refunded. A special item is one that is manufactured or altered to meet the customer's specifications. An indent item is one that is not held in stock at Aqua Cooler Pty Ltd but is ordered from the standard stock held by manufacturer/supplier.

4.2.2 Transportation Costs. Aqua Cooler Pty Ltd will pay transportation costs associated with the return of products which do not perform as specified upon delivery. In all other cases you will be responsible for costs associated with the return of products requiring action under the warranty.

5. Liability

5.1 Exclusion of Legislation. The provisions of all legislation, including the Trade Practices Act 1974 and the Fair Trading Act 1989, do not apply to these terms except to the extent that they are unable to be excluded.

5.2 Limitation of Liability. Subject to clause 5.1 and other product warranties set out in these terms -

- we give no warranty in relation to the products sold to you, their quality fitness for any purpose, their compliance with any description or sample or otherwise;
 - our liability to you in any way in relation to the sale of products to you will be limited to replacing the product at no additional charge or giving you a credit equal to the price you paid, whichever we deem appropriate. In no case will our liability extend to any direct, incidental or consequential damage to property, personal injury or loss of profit;
 - all information contained in any of our publications represent generally the subject matter and price of the products but will not be taken as necessarily representing the products the subject of any order or the correct price and will not form part of any contract or agreement for supply; and
 - except as otherwise expressly provided in these terms, you release us from all actions, claims, demands, losses, liabilities, damages and expenses arising from or in relation to the supply of the products.
- (e) Where possible, Aqua Cooler Pty Ltd has indicated products accredited as meeting relevant Australian or International standards. Customers are responsible for injuries resulting from the use of non-accredited furniture.

5.3 Reliance. You acknowledge that you have not relied on and have not been induced to purchase the products based on any representation by us other than as expressly recorded in these terms.

6. Passing of Title

6.1 Title Passes on Full Payment. Title to the products will not pass to you until we receive your full unconditional payment for them.

6.2 Default. If you are in default under these terms or commit an act pursuant to which bankruptcy or insolvency proceedings may be commenced against you then:

- we may immediately recover possession of the products from wherever they are stored;
- we may cancel deliveries to you;
- payment of all monies which you owe to us will immediately become due and payable on demand;
- we may vary the terms of payment or suspend or terminate any contract for the supply of products to you; and
- in addition to any other lien which we may be entitled to, we will be entitled to a general lien on all money and property belonging to you and in your possession to the extent of the unpaid price of any products.

6.3 No Compensation. You are not entitled to any compensation in relation to any action which we take under the previous clause.

7. General

7.1 Force Majeure. We will not be liable for any delays or loss or damage you suffer arising from any cause beyond our control. This includes but is not limited to delays in transportation, handling or supply, accidents, fire, labour disputes, the requirements of any law or Government agency or other circumstance whether or not of a similar nature beyond our reasonable control, until that cause has ceased to have effect.

7.2 Time. With the exception of the time for delivery, time shall be of the essence.

7.3 Relevant Law. These terms will be construed in accordance with the laws of Queensland and the parties submit to the jurisdiction of the Queensland Courts.

7.4 Waiver. The failure of either party to exercise any rights under these terms will not waive that right, nor will any practice developed between us waive or lessen our respective rights under these terms.

7.5 Severance. Any provision of these terms which is found by a Court of competent jurisdiction or any competent Government authority to be invalid, illegal or unenforceable, will be severed from these terms and will be deemed never to have been part of them.