

CREDIT ACCOUNT APPLICATION

To Be Completed by Applicants - Please complete all sections and read the Terms and Conditions of Trade on page 3.

DATE: _____ REF No. _____

CUSTOMER'S TRADE NAME: _____

CUSTOMER'S FULL or LEGAL NAME: _____

NATURE OF BUSINESS: _____

REGISTERED OFFICE (IF COMPANY): _____

Phone: _____ Fax: _____

Mobile: _____ Email: _____

Billing Address: _____ Delivery Address: _____

State: _____ Postcode: _____ State: _____ Postcode: _____

COMMERCIAL CUSTOMERS ONLY

ABN/ACN Number: _____

Requested Credit Limit: _____ Date Established: _____

Accounts Payable Contact: _____ Purchasing Contact: _____

Phone: _____ Phone: _____

Order number required: Yes No If yes, sample _____

DETAILS OF OWNER (If Sole Trader) PARTNERS (If Partnership) OR DIRECTORS (If Company)

Full Name: _____ Full Name: _____

Home Address: _____ Home Address: _____

Home Phone: _____ Home Phone: _____

TRADE REFERENCES

Business Name 1: _____ Business Name 2: _____

Address or A/C No: _____ Address or A/C No: _____

Phone: _____ Phone: _____

Fax: _____ Fax: _____

Business Name 3: _____

Address or A/C No: _____

Phone: _____

Fax: _____

I certify that the information on the previous page is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (on pages 3 & 4) of Bulk Drinking Water Supplies WA Pty Ltd T/A AQUAPAX, which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director or a shareholder (owning at least 15% of the shares) of the Customer, I shall be personally liable for the performance of the Customer's obligations under this contract.***

Signatures of All Directors / Partners / Sole Trader / Authorised Representative

Name (BLOCK)	Position	Signature	Date
_____	_____	_____	_____
Witness Name (BLOCK)		Signature	Date
_____		_____	_____
Name (BLOCK)	Position	Signature	Date
_____	_____	_____	_____
Witness Name (BLOCK)		Signature	Date
_____		_____	_____
Name (BLOCK)	Position	Signature	Date
_____	_____	_____	_____
Witness Name (BLOCK)		Signature	Date
_____		_____	_____

BULK DRINKING WATER SUPPLIES WA PTY LTD – TERMS AND CONDITIONS OF TRADE

1. The Applicant (“you”) agrees:

- (a) Bulk Drinking Water Supplies WA Pty Ltd Trading as AQUAPAX (“the Company”) is the Company for the purposes of this Agreement.
- (b) That the submission of this application does not automatically result in the granting of a credit account by the Company.
- (c) That you acknowledge that the supply of goods as credit shall not take effect until you have completed a Credit Application, and it has been approved with a credit limit established for the accounts.
- (d) That you are not aware of any information, notice or court proceedings that may lead to bankruptcy, appointment of an administrator, controller or managing controller, receiver or receiver manager or liquidator. You do not intend to enter into any scheme or arrangement with creditors either formally through a court or otherwise. None of the directors, partners or sole trader has been a director of a Company that was placed in liquidation or has been declared bankrupt or has entered into an arrangement under the Bankruptcy Act 1966 (as amended);
- (e) You acknowledge and agree that information about transactions under these terms and conditions may be used by the Company or any subsidiary or related body corporate or related entity of the Company as those terms are defined in the Corporations Act 2001 for marketing purposes.
- (f) You are authorised to make this application.

2. Quotations and Prices

The prices quoted are based on the Company's estimated cost of production, manufacture or supply at the time of quotation and may be subject to alteration due to any increase in the Company's costs between the date of quotation and the date of any order.

- a) All prices are expressed in Australian dollars unless expressly stated otherwise.
- b) A quotation is not an offer by the Company to sell and may be withdrawn without any notice.
- c) Any order given in respect of a quotation is not binding on the Company until accepted by the Company in writing.

3. Orders

Any order placed by a customer is deemed to be an order incorporating these terms and conditions, notwithstanding any inconsistencies that may be introduced in the customer's order or acceptance unless expressly agreed to by the Company in writing. Orders accepted by the Company may not be cancelled or altered in whole or in part without the Company's written consent. The Company may decline, by written notice to the customer, any order in whole or in part at any time prior to delivery of the goods or performance of the service, in which case the Company will be under no obligation in respect of the order.

4. Terms of Payment

Subject to the Company's approval, payment terms are **STRICTLY NET CASH 30 DAYS FROM THE DATE OF INVOICE**. PROVIDED THAT the Company reserves the right to vary the terms of payment and to require payment in cash in full prior to delivery should the creditworthiness of the customer at any time become, in the Company's opinion, unsatisfactory.

5. Claims

Any claim by the customer for short or wrongful delivery of the goods or, any claims arising from invoices, **MUST BE NOTIFIED TO THE COMPANY IN WRITING WITHIN 7 DAYS**, and any claim which the customer does not notify within the time aforesaid (time being of the essence) shall be deemed to have been absolutely waived.

6. Representation

The customer acknowledges that neither the Company nor any person purporting to act on its behalf has made any representation in relation to the goods or services. In particular, the customer acknowledges that it does not rely on the skill and judgement of the Company in supplying goods that are fit for a particular purpose and that it will ensure that any goods supplied to it by the Company are in accordance with its order.

7. Implied Terms

It is hereby acknowledged by the Company that, under applicable State, Territory and Commonwealth law, certain conditions and warranties may be implied in the contract between the Company and the customer and rights and remedies conferred upon the customer and other parties in relation to goods or services which cannot be excluded, restricted or modified by agreement (“Non-excludable Rights”). The limitations below are subject to these Non-excludable Rights. Subject to the above, the Company disclaims all conditions and warranties expressed or implied and all rights and remedies conferred on the customer or other parties by statute, the common law equity trade custom or usage or otherwise howsoever and all such conditions and warranties, and all such rights and remedies are hereby expressly excluded other than any non-excludable Rights. Where so permitted, the liability of the Company for a breach of a non-excludable Right is limited, at the Company's option, in the case of goods, to the replacement or repair of the goods or the supply of equivalent goods or the cost of replacing or repairing the goods or of acquiring equivalent goods and, in the case of services, to the supplying of the services again or the payment of the cost of having the services supplied again.

8. Indirect Loss

Subject to clause 8, in no event shall the Company be liable (whether before or after discharge of the contract or otherwise) for any loss or damage to the customer as the user arising from or caused or contributed to by negligence of the Company, its servants or agents, nor shall the Company be liable for special, incidental, indirect or consequential loss or damage suffered by the customer as user as a result of a breach by the Company of its obligations or otherwise including, but not limited to, economic or moral loss, loss of profits or revenue or costs arising from such breach.

9. Trust and trustees

Where the Customer is a trustee: -

- a) The Customer agrees to produce a stamped copy of the trust deed (including all amendments) with this Agreement and also at any time in the future when requested in writing by the Company.

- b) The Customer warrants that it has full power and authority to enter into this Agreement on behalf of the trust and that it shall be bound by the terms of this Agreement both personally and as trustee.

10. Indemnity

Subject to clause 8, the customer shall indemnify and keep indemnified and hold the Company harmless from and against all liabilities, losses, damages, costs or expenses incurred or suffered by the Company, and from and against all actions, proceedings, claims or demands made against the Company, arising from any of the following:

- (a) as a result of the customer's failure to (i) ensure that any safety markings on the goods are adequately displayed; (ii) comply with any legislation as to the labelling or marking of goods; (iii) take any other reasonable precautions either to bring to the attention of any potential users of the goods any dangers associated with goods or to detect any matters in relation to which the Company may become liable, including, without limitation, liability under Part VA of the Trade Practices Act; or (iv) otherwise comply with any laws, rules, standards or regulations applicable in relation to the goods or the use of the goods.
- (b) as a result of any other negligence or other breach of duty by the customer; or
- (c) as a result of any compliance or adherence by the Company with any instructions of the customer in relation to the goods or their manner of fabrication.

11. Delivery and Pick-up

- a) **Delivery of Goods:** Delivery of goods to the Customer occurs when they are dispatched from the Company's premises. The goods will be dispatched to an address or addresses nominated by the Customer. Delivery dates provided by the Company are estimates only. The Company will notify the Customer when goods are available for delivery. If requested by the Customer, the Company will arrange, on behalf of the Customer, for goods to be sent to an alternate address specified by the Customer.
- b) **Receipt of Goods:** In the event the Customer is not present at the specified address for delivery, the Company may unload the goods at that address. Upon unloading, the goods shall be deemed to be received by the Customer. The Company shall not be liable for any claims, costs, or losses incurred by the Customer as a result of the Customer not being present to receive the goods.
- c) **Instalment Deliveries:** Delivery may be made in instalments. Each instalment will be treated as a separate delivery, and, if needed, invoices will be apportioned in accordance with the proportion of goods delivered in each instalment.
- d) **Pick-up from Company Premises:** The Customer may opt to pick up the goods directly from the Company's premises. In such cases, the Customer must notify the Company in advance to schedule a pick-up date and time. The goods will be prepared and made available for pick-up at the agreed-upon time. Upon collection of the goods by the Customer or the Customer's authorised representative from the Company's premises, the risk of loss, damage, or deterioration to the goods shall pass to the Customer. The Company will not be responsible for any damage or loss to the goods once they have been collected by the Customer.
- e) **Liability for Delays:** The Company shall not be liable for any delays in delivery or pick-up due to circumstances beyond its control, including but not limited to, manufacturing delays, transport disruptions, or force majeure events.