



22 Union Circuit Yatala QLD 4207  
 Ph: (07) 3804 6407 Fax: (07) 3807 9086 ABN: 36 103 646 706  
 Email: trade@aquabluedistribution.com.au

## ACCOUNT APPLICATION FORM

\* Mandatory Fields

<b>Applicant Details</b>									
* Trading Name:-									
* Entity Type (✓) Company <input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Reg'd Club <input type="checkbox"/> Other:									
* Business Type (✓) Retail Store <input type="checkbox"/> Maintenance <input type="checkbox"/> On Line Only <input type="checkbox"/> Other:									
* Company/Business/Partnership/Trust Name:-									
* A.C.N.:-			or A.R.B.N.:-				State:-		
* A.B.N.:-					* Credit Limit Required:- \$				
We sell these Products (✓ all that apply) :- Aquarium <input type="checkbox"/> Reptile <input type="checkbox"/> Dog & Cat <input type="checkbox"/> Bird <input type="checkbox"/>									
<b>Contact Details</b>									
* Postal Address:-									
								Postcode:-	
*Business Delivery Address:-									
								Postcode:-	
*Delivery Instructions: (Opening Hours):-						Days Closed:-			
* Telephone Number:-					Facsimile Number:-				
* Mobile Number:-									
Email:-					Website:-				
Accounts Payable Contact Name:-									
Telephone Number:-					Facsimile Number:-				
Email:-									
<b>Details of Directors/Proprietors/Office Holders</b> (attach a page if insufficient space)									
1. Full Name:-					Date of Birth:-				
Residential Address:-									
2. Full Name:-					Date of Birth:-				
Residential Address:-									
<b>(Office use only)</b>									
TRDS	ABN & GM	RUN/S	CRC	MDBP-A	Admin WS	MYOB	EWL	OIC	WIC

<b>Trade Referees – supply a fax number or email for each</b>	
1.Name:- Telephone:-	Contact:- Fax:-
2.Name:- Telephone:-	Contact:- Fax:-
3.Name:- Telephone:-	Contact:- Fax:-
4.Name:- Telephone:-	Contact:- Fax:-

**Signature & Declaration**

I / We, ..... authorised  
 Director(s), Officer(s) / Proprietor(s)

Of .....  
 (the Company, Trading Name, Trust, Business)

- hereby certify that:
1. All information submitted in this application is true and correct to the best of MY/OUR knowledge.
  2. I/WE am/are authorised by the Company/Business/Trust to sign this application, to accept your credit terms, and to grant permission to your Organisation to refer this application to my/our banker and or the above trade references.
  3. Acknowledge that credit facilities may be withdrawn at any time without prior notice.
  4. Accept that accounts, which are due, will be paid within 30 days of the invoice date.
  5. I/WE have read and understood the terms and conditions of Aqua Blue Distribution which form part of and are intended to be read in conjunction with this Account Application and agree to be bound by these terms and conditions.

As Director(s), Office Holder(s), Owner(s), Proprietor(s), Trustee(s) of the Company/Business and in consideration of Baume Partners Pty Ltd granting, at our request this application for supply, am/are personally liable and guarantee the performance of this agreement and shall be responsible to pay for all monies and debts owing to Baume Partners Pty Ltd Trading As Aqua Blue Distribution;

**Applicant/Authorised Company Officer, Proprietor, Trustee to sign**

Signed:- .....Date:- / /

Print Name:- ..... Job Title:-.....

Signed:- .....Date:- / /

Print Name:- ..... Job Title:-.....

**Special Account Instructions**

PLEASE COMPLETE THE FOLLOWING:-

# Terms and Conditions of Sale

## Terms

"Customer" - means the Customer, his employees, agents or sub-contractors.

"Seller" - means Baume Partners Pty Ltd trading as Aqua Blue Distribution, its employees, agents, sub-contractors or assignees.

"Goods" – shall mean Goods supplied by the Seller to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined).

"Services" – shall mean all services supplied by the Seller to the Customer and includes any advice or recommendations, incidental to the supply of goods.

"Price" – shall mean the cost of the Goods/Services as agreed between the Seller and the Customer subject to Clause 2.

## 1. Acceptance

Any instructions received by the Seller from the Customer for the supply of Goods and Services and/or the Customer's acceptance of Goods and Services supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.

Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.

Upon acceptance of the terms and conditions by the Customer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the Seller.

In the case of a registered company or trust each director is/are required to guarantee the company's or trust's performance and obligations under the terms of the Agreement on the Seller's credit application form.

## 2. Credit

- 2.1 The Seller may open credit accounts for Customers as a convenience to them when purchasing goods. At the Seller's discretion, it may require the Customer to provide security to its satisfaction in respect of the upper limit of any line of credit provided.
- 2.2 The total level of credit is limited to the amount detailed in the credit approval letter or, if later varied, as advised by the Seller in writing.
- 2.3 Each credit account is for thirty (30) days only. Payment of all monies owing are due within thirty (30) days after the invoice date, and must be paid in cleared funds in their entirety in the (30) day period. If payment is not received by the end of the thirty day period, it is then overdue.
- 2.4 Credit facilities will be withdrawn without notice on overdue accounts – goods will not be supplied to any Customer whose account remains unpaid after the thirty (30) day period.
- 2.5 The Seller reserves the right to charge a service fee or interest on overdue accounts from the first day the account becomes outstanding. Any outstanding account is placed in the hands of the Seller's Solicitor for recovery of all outstanding amounts, together with any associated recovery costs.
- 2.6 Interest on overdue invoices shall accrue daily from the date when payment becomes due until the date of payment in full at a rate of 16.5% per annum.
- 2.7 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation/price given by the Seller.

## 3. Customer Default

- 3.1 In the event that;
  - a) Any money payable to the Seller becomes overdue, or in the Seller's opinion the Customer will be unable to meet its payments as they fall due; or
  - b) The Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an agreement with creditors, or makes an assignment for the benefit of its creditors; or

- c) A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

Then without prejudice to the Seller's other remedies at law;

- i) The Seller shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies; and
- ii) All amounts owing to the Seller shall, whether or not due for payment, immediately become payable; and
- iii) The Customer will be in breach of these terms and conditions.

- 3.2 Without prejudice to any other remedies the Seller may have, if at any time the Customer is in breach of any obligation (including those relating to payment) the Seller may suspend or terminate the supply of Goods and Services to the Customer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Customer for any loss or damage whatsoever the Customer suffers because the Seller exercised its rights under this clause.

## 4. Title

- 4.1 It is the intention of the Seller and agreed to by the Customer that ownership and/or legal title in the goods shall not pass until:-
  - a) The Customer has paid to the Seller all amounts owing for the particular goods, and such amount has been paid by way of clear funds into the Seller's account; and
  - b) The Customer has met all other obligations due by the Customer to the Seller in respect of all contracts between the Seller and the Customer, and that the Goods, or proceeds of the sale of the Goods, shall be kept separate until the Seller shall have received payment and all other obligations of the Customer are met.
- 4.2 If the Seller retains ownership in the goods nonetheless all risk for the Goods passes to the Customer on delivery, as per Clause 6 of these terms and conditions.
- 4.3 It is further agreed that the Customer gives their express permission and authority for the following;
  - a) If the Customer fails to return the goods to the Seller then the Seller or their Agent may enter upon and into the land and premises, with force if necessary, owned, occupied or used by the Customer, or any other premises, where the goods are stored, as the invitee of the Customer, without constituting trespass and take possession of the goods, without being responsible for any damage thereby caused to the said land or premises; and
  - b) The Customer shall also indemnify the Seller for and against all the costs and disbursements for the recovery of the goods, including all carrier costs and costs for collection and repair of the premises; and
  - c) The Seller may keep or resell any goods re-possessed pursuant to the section 4.3 (a) above and shall be entitled to all interest on outstanding accounts and all other costs and disbursements incurred up to and including the date the goods are sold, including all legal costs and service fees on any overdue account or monies payable.
- 4.4 If the goods are sold by the Customer, the Customer shall hold such part of the proceeds of any such sale as represents the invoice price of the goods in a separate identifiable account as the beneficial property of the Seller and shall pay that amount to the Seller upon request.
- 4.5 Notwithstanding the provisions above, the Seller shall be entitled to maintain and commence an action against the Customer for the purchase price of the goods without notice.

Please Initial.....  
Customer

Please Initial.....  
Seller

**5. Goods Supplied**

- 5.1 Aqua Blue Distribution will replace goods if:
  - a) The Seller is satisfied that the goods are defective in materials or in manufacture at delivery; and
  - b) The Customer gives notice to the Seller within 7 days of receipt of the goods of the alleged defects in materials or in manufacture. The Seller will not accept goods returned for credit unless the Customer obtains prior consent and agreement in writing from the Seller and returns the goods to Aqua Blue Distribution within 7 days of delivery in an as new state and condition, quoting invoice numbers. Outside this time a 20% restocking fee shall be paid for by the Customer to the Seller.
- 5.2 It is the Customer's responsibility to satisfy themselves that the goods supplied match the quantity, description and quality ordered.
- 5.3 All goods supplied are covered by the warranty specified and offered by the manufacturer and not by the Seller. All warranty claims shall be at the sole discretion of the manufacturer.
- 5.4 Where legislation implies in this Agreement any condition or warranty which may not be excluded then that condition or warranty shall apply, or if otherwise the Seller is in breach of these terms and conditions, the liability of the Seller for any breach of such shall be limited to the purchase price of the said goods or services. The Seller reserves the right to either refund the price paid, or, repair or replace the goods, at their discretion. The Seller is not liable for special damages or any other compensation in connection with defective goods. Under no circumstances shall the liability of the Seller exceed the Price of the Goods/Services.
- 5.5 None of the Seller's agents or representatives are authorized to make any representations, statements, conditions or agreements not expressed by the Seller in writing nor are the Seller bound by any such unauthorized statements. The Customer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Seller
- 5.6 The Customer must only use the goods for the purpose for which they are intended and comply with all legal requirements of use and all directions of use by the Seller, and only employ competent staff to use the goods. The Seller will not be liable to and will be indemnified for any damage, claim or loss to property or any person including any consequential loss whatsoever arising from the sale of the goods to the Customer, including as a result of any defects in the goods however caused.
- 5.7 The Seller will not accept any responsibility whatsoever for errors in dimensions, quantities, specifications or otherwise, where orders for any goods are not received in writing.
- 5.8 The Seller does not guarantee that any goods manufactured, constructed or supplied by the Seller are suitable for any particular purpose. The Customer acknowledges that he buys the Services relying solely upon his own skill and judgment and that the Seller shall not be bound by nor responsible for any term, condition, representation or warranty other than the warranty given by the Manufacturer which warranty shall be personal to the Customer and shall not be transferable to any subsequent Customer.
- 5.9 The Customer must insure the goods for their full replacement value and effect public liability insurance to cover its use of the goods.
- 5.10 The Seller accepts no responsibility for loss or damage to, or maintenance of secrecy, with respect to any plans, drawings or other documents supplied to us.
- 5.11 The supply of the goods by the Seller to the Customer is governed by the laws and Courts of the State of Queensland.

Please Initial.....  
Customer

**6. Delivery**

- 6.1 Delivery of the goods shall be deemed to have occurred and the goods shall be at the Customers risk once the goods have been:-
  - a) Delivered to the Customer's specified delivery point (upon the commencement of the unloading of the goods from the transport vehicle); or
  - b) Collected by the purchaser from the Seller, upon the commencement of the loading of the goods onto the Customer's vehicle; and
  - c) The Customer must keep the goods in good condition and indemnify the Seller against damage to or loss of the goods, however caused.
- 6.2 Delivery of the goods to a carrier, either named by the Customer or failing such naming to a carrier at the discretion of the Seller for the purpose of transmission to the Customer, is deemed to be a delivery of the Goods to the Customer. The Carrier will be deemed to be the Customer's agent.
- 6.3 Delivery of the goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.
- 6.4 The Customer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that;
  - a) Such discrepancy in quantity shall not exceed 5%; and
  - b) The Price shall be adjusted pro rata to the discrepancy.
- 6.5 The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.
- 6.6 The Seller may deliver the goods by separate installments. Each separate installment shall be invoiced and paid for in accordance with these terms and conditions.
- 6.7 In the event of any delay or possible delay in delivery, or failure or possible failure to deliver, arising from any cause whatsoever;
  - a) The Seller shall not be liable to any claims by the Customer or for any loss, damage or expense suffered or incurred by the Customer including consequential loss or damage whatsoever or howsoever arising out of that delay or failure; and
  - b) Any delay or failure shall not relieve the Customer of its obligation to pay the purchase price or permit the Customer to rescind the Contract and/or reject goods.
- 6.8 While every care is taken, no responsibility will be accepted for any goods delivered to a specified point of delivery which is left unattended. Any charges incurred through the Customer not taking delivery shall be at the Customer's expense.

**7. Cancellation**

- 7.1 The Seller may cancel these terms and conditions or cancel delivery of the Goods/Services at any time before the Goods/Services are delivered by giving written notice. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

**8. General**

- 8.1 If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 8.2 The Seller shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Seller of these terms and conditions.

Please Initial.....  
Seller

**9. Notice of disclosure of your credit information to a credit reporting agency (Privacy Act 1988)**

9.1 The seller may give information about you to a credit reporting agency, for the following purposes:

- a) To obtain a consumer credit report about you, and/or,
- b) To allow the credit reporting agency to maintain a credit information file containing information about you.

9.2 The information is limited to:

- a) Identity particulars – your name, sex address (and the previous two addresses), date of birth, name of employer, and drivers licence number.
- b) Your application for credit or commercial credit – the fact that you have applied for credit and the amount
- c) The fact that the seller is a current credit provider to you.
- d) Loan repayments which are overdue by more than 60 days, and for which debt collection action has started.
- e) Advice that your loan repayments are no longer overdue in respect of any default that has been listed.
- f) Information that, in the opinion of the seller you have committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with your credit obligations).
- g) Dishonoured cheques – cheques drawn by you for \$100 or more which have been dishonoured more than once.
- h) That credit provided to you by the seller has been paid or otherwise discharged.

*Period to which this understanding applies*

This information may be given before, during or after provision of credit to you.

**10. Statement by Applicant (s) For Credit**

**10.1 Giving information to a Credit Reporting Agency (Section 18E(8)(c) Privacy Act 1988)**

- a) The seller has informed me that it may give certain personal information about me to a credit reporting agency.

**10.2 Access to Commercial Credit Information (Section 18L(4), Privacy Act 1988)**

- a) I/we agree that the seller may obtain information about me/us from a business which provides information about the commercial credit worthiness of persons for the purpose of assessing my/our application for consumer credit.

**10.3 Access to Consumer Credit Information (Section 18K(1)(b), Privacy Act 1988)**

- a) I/we agree that the seller may obtain a consumer credit report containing information about me from a credit reporting agency for the purpose of assessing my/our application for commercial credit.

**10.4 Exchange of Credit Worthiness Information (Section 18N, Privacy Act 1988)**

- a) I/we agree that the seller may exchange information with those credit providers named in this application or named in a consumer credit report issued by a credit reporting agency for the following purposes
  - i) to assess an application by me/us for credit
  - ii) to notify other credit providers of a default by me/us
  - iii) to exchange information with other credit providers as to the status of this loan where I am in default with other credit providers
  - iiii) to assess my/our credit worthiness.

I/we understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

**10.5 Agreement to a credit provider being given a consumer credit report by a credit reporting agency to assess a guarantor (Section 18K 1(c) Privacy Act 1988)**

- a) I/we agree the seller may obtain from a credit reporting agency a consumer credit report containing information about me/us for the purpose of assessing whether to accept me/us as a guarantor for credit applied by, or provided to, the Customer(s). I/we agree that this agreement commences from the date of execution of this agreement and continues until the credit covered by the Customer(s) application ceases.

**10.6 Agreement to a credit provider disclosing a report including a consumer credit report to potential or existing guarantor (Section 18K (1) Privacy Act 1988)**

- a) I/we agree that the seller may give to a person who is currently a guarantor, or whom I/we indicated is considering becoming a guarantor, a credit report containing information about me/us for the purpose of the Customers Guarantor/s in deciding whether to act as a guarantor, or to keep any existing guarantor informed about the guarantee. I/we understand that the information disclosed can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act, and includes a credit report.

**These Terms and Conditions are not affected by any time or indulgence granted to the Customer by the Seller.**

**ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.  
ALL PRICES DO NOT INCLUDE GST.**

CUSTOMER  
Signature .....  
Name (please print) .....  
Date .....

SELLER  
Signature .....  
Name (please print) .....  
Date .....

Please Initial.....  
Customer

Please Initial.....  
Seller

**All pages must be signed or initialled as indicated**