

The undersigned (herein he "Applicant") hereby makes this application for credit to Aqua Spa & Pool Supply Ltd. If the application is approved, applicant acknowledges and agrees that the Credit Terms set forth in this Credit Application shall apply and will be binding upon Applicant. Creditor reserves the right and the Applicant agrees to accept and abide by any and all changes that the Creditor may make to the terms and conditions of sale, from time to time, at its sole discretion. Such changes may be posted on a related corporate website or via direct notice to the Applicant.

FAILURE TO COMPLETE ALL SECTIONS WILL DELAY THE PROCESSING OF THIS APPLICATION
Your Signature is required on Page 2

BUSINESS INFORMATION OF APPLICANT

Business Name (under which tax returns are filed): _____

Company Name (if different): _____ HST OR BC-PST#: _____

Street: _____ City: _____ Prov.: _____ Postal Code: _____
(No P.O. Box please)

E-mail Address: _____ Telephone No: _____ Fax No: _____

Mailing Address (if different): _____ Type of Business: _____

Preferred billing method: ☐ E-mail ☐ By Mail (check one) Preferred payment method: ☐ Cheque ☐ Cash/Credit Card ☐ EFT (check one)

Payable Agent: _____ Phone : _____ Email _____

PO Req: Yes ☐ No ☐ Purchasing Agent: _____ Phone: _____ Email: _____

Business Ownership Type: ☐ Corporation ☐ Partnership ☐ Sole-Prop ☐ LLC ☐ Other (please specify) _____

List the Names of all owners and Principals: _____

Date Business Established: _____ Jurisdiction Where Established: _____ Anticipated Credit Line requirements: _____

BUSINESS BANK REFERENCES

Financial institution: _____ Contact: _____ Tel. : _____ Fax: _____

Address _____ Account Number: _____ Loan(s) Amount: \$ _____ Secured: ☐ Yes ☐ No

TRADE REFERENCES (Minimum of 3)

	# 1	# 2	# 3
Company Name			
Contact			
Telephone			
Email			

IN MAKING THIS APPLICATION, I HEREBY GIVE PERMISSION TO OBTAIN CREDIT INFORMATION FROM ALL LISTED REFERENCES, INCLUDING APPLICANT'S FINANCIAL INSTITUTION(S). ADDITIONALLY, APPLICANT AGREES THAT CREDITOR MAY UTILIZE CREDIT REPORTING AGENCIES TO OBTAIN INFORMATION ON THE APPLICANT.

CREDIT TERMS & CONDITIONS

- Creditor's invoices will be paid to Aqua Spa & Pool Supply Ltd.. when due by cash, debit, bank transfer, or cheque in full by the due date based on terms of NET 30 days from invoice date.
- Creditor may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the Applicant. Applicant's consent shall not be required to transfer or assign any of the Creditor's rights including the receivables to other entities at Creditor's choosing.
- Title and ownership of merchandise remains the property of Aqua Spa & Pool Supply Ltd. until the invoice (s) is (are) paid in full.
- The amount of credit granted may be changed or credit withdrawn by Creditor at any time, in its sole discretion.
- Creditor shall have the right, at any time, for credit reasons (for example, should Applicant's account be past due or should Creditor have a good faith belief that prospect of payment is impaired) to withhold shipments in whole or in part, to recall goods in transit and to repossess all goods previously delivered that have not been paid for in full.
- Creditor retains a security interest in all goods until paid for in full. Applicant shall not grant a security interest in the goods to any other party until the goods are paid for in full. (Any exceptions must be made in writing)
- Any amounts not paid when due shall be subject to a monthly interest charge of 2% (Compounded monthly) amounting to an ANNUAL FINANCE CHARGE OF TWENTY SIX POINT EIGHT TWO PERCENT (26.82%). In no event, however, shall the rate of said finance charge exceed the highest rate permitted by law. The Applicant agrees to pay the balance owing in addition to paying the monthly finance fees in full.

CREDIT APPLICATION

T. 604-856-7711 | F. 604-856-7744 | E. accounting@asp-supply.com

8. Applicant shall be liable for all reasonable costs and expenses incurred by Creditor in collecting any amounts due Creditor, including attorney fees and litigation expenses.
9. Applicant shall provide Creditor with updated financial information (including, without limitation, updated financial statements) upon request, as a condition for the continued extension of any credit granted to Applicant.
Notice: Aqua Spa & Pool Supply Ltd., its appointed agents and suppliers may obtain credit information, in the form of credit or consumer reports, relating to the applicant, its officers and shareholders, as the case may be, and/or personal guarantor upon processing the initial application, at the time of any renewal or extension of credit, - or when deemed appropriate to evaluate the applicant's financial situation. In signing this application, the applicant, its officers and shareholders who did sign below declare and warrant that he/she/they is/are major of age and expressly consent to the collection, use, sharing and disclosed of his/her/their/its personal information by Aqua Spa & Pool Supply Ltd., its appointed agents and suppliers for the above stated purposes. Any personal information otherwise received by Aqua Spa & Pool Supply Ltd. and in their relationships with the customers is collected, used and disclosed in strict compliance with Aqua Spa & Pool Supply Ltd. privacy policy.
10. Upon request, Applicant agrees to provide Creditor a statement of representation that Applicant is and remains solvent.
11. Any breach of contract including non-payment voids any warranty.
12. An amount of \$35.00 (CAD) shall be charged for all returned payments by a financial institution.
13. Unless different arrangements are made with Aqua Spa & Pool Supply Ltd., payment will be applied against the oldest balance of outstanding interest, and the principal.
14. Aqua Spa & Pool Supply Ltd. may, from time to time, inform the applicant by writing of the identity of any new entity providing credit facilities under the present Terms and Conditions and the use of such credit facilities by the applicant will constitute an acceptance that the present Terms and Conditions apply to any advance obtained from any such new entity by the applicant.
15. Every transaction and amount indicated or referred to in any invoice or statement of account will be deemed and treated as authorized and correct and as ratified and confirmed by the applicants unless Aqua Spa receives from the applicants written notice to the contrary within 15 days of the applicants receipt of such invoice or statement.
16. Should Aqua Spa & Pool Supply Ltd., its appointed agents and suppliers require the services of a lawyer or collection agency to collect monies overdue or to otherwise enforce the present terms and conditions, the Applicant agrees to indemnify Aqua Spa & Pool Supply Ltd. and/or, its appointed agents and suppliers for such legal or other services on a solicitor and his own client or actual cost basis.
17. The present terms and conditions will take precedence over the terms of any purchase order or any other document submitted by the applicant to Aqua Spa & Pool Supply Ltd. subsequent to the date hereof unless accepted in writing by an authorized representative of Aqua Spa & Pool Supply Ltd..
18. Aqua Spa & Pool Supply Ltd. its appointed agents and suppliers reserve the right to withhold, cancel or modify credit privileges and terms, including the rate of interest at their sole discretion as provided by law.
19. This application will be governed by the laws of British Columbia and Aqua Spa & Pool Supply Ltd. may enforce this application in any competent court of its choosing within British Columbia.

I HAVE CAREFULLY READ AND AGREE TO THE CREDIT TERMS AND CONDITIONS SET FORTH ON THIS CREDIT APPLICATION AND BY WAY OF MY SIGNATURE

I, the undersigned, am the _____ of Applicant and am authorized to make this application for credit, on behalf of Applicant.

Insert job title

In consideration of Aqua Spa & Pool Supply Ltd. extending credit to the applicants, the undersigned principal(s) each agree to be co-covenantor(s) with the applicant and to be jointly and severally liable as principal debtor(s) for due payment of all amounts on money payable by the applicant to Aqua Spa & Pool Supply Ltd..

SIGNED THIS _____ DAY OF _____, 20_____.
Signature _____ Name of Applicant (please print) _____

Signature: _____ Witness: _____
Applicant's signature Name (Print) Signature

TO BE COMPLETED BY AQUA SPA PAK

Orders on Hand Yes <input type="checkbox"/> No <input type="checkbox"/>	Account #: <input type="checkbox"/> Existing <input type="checkbox"/> Past	Segment : Division :
Sales Representative:	Rep ID:	Territory:
Price Type:	Approved by:	Branch:

PLEASE MAIL, E-MAIL OR FAX YOUR APPLICATION TO AQUA SPA & POOL SUPPLY:

#4 - 27355 56th Ave. Aldergrove, BC V4W 3X1 | T. 604-856-77 11 | F. 604-856-7744 | Email. accounting@asp-supply.com