

APPLICATION FOR CREDIT ACCOUNT

Please complete, sign & reply to Blue H₂O Filtration Pty. Ltd – office@bhfz.com

Please be advised of our company details:

Blue H₂O Filtration NZ Pty Ltd

NZBN: 9429046524010

GST: 125-025-486

Address: P.O Box 21274, Rototuna 3256, Hamilton
New Zealand

PH: (09) 973 4255

Web: www.bhfz.com

Email: office@bhfz.com

Customers wanting to make direct payment, our bank account details are:

BNZ Auckland

Account Name: Blue H₂O Filtration NZ

Account Number: 02-0108-0423144-000

We look forward to working closely with you on your filtration applications.

If you have any queries, please contact our office (09) 973 4255

Kind Regards,

Margo Lloyd

Administration Manager

Blue H₂O Filtration NZ



Part A – Customer Information		
Legal Name of Customer (Company Name/ Partnership/ Sole Trader/Trustee)		
Trading Name/Business Name		
Business Number and GST Reg	NZBN:	GST:
Trust Name and ABN (If a trust)	NZBN:	
If the Customer is a Trust, specify type of trust	Discretionary/Family Trust/ Unit Trust/ Hybrid Trust	
If Customer is a Trust, please provide	Copy of Trust Deed Profit & Loss Statement and Balance Sheet for the last 2 years	
Customer Business Type		
Principal Place of Business (Not a PO Box)		
Owned/ Leased/ Rented	Name and Tel of Landlord:	Years at address:
Registered Business Address		
Address for Notices/Deliveries		
Tel:	Fax:	Mob:
Email for Invoices / Statements / Delivery Dockets:		
Estimated purchases: \$..... per week / \$.....per month		
Date business commenced operating:		
General description of BHF products to be purchased:		

Name of Principal Bank:	
BSB:	Branch:
Acc No:	

Trade References - provide details for 4 current referees who Customer is currently buying on account basis i.e. not COD				
	Ref 1	Ref 2	Ref 3	Ref 4
Trade Reference				
Tel No				
Email address				

Part B – Credit Account Terms

1. Structure of the terms of this Agreement

These Credit Account Terms together with the Terms and Conditions of Trade (**Services Agreement**) entered into, or to be entered into between **Blue H2O Filtration Pty Ltd ACN 103 763 293 (BHF)** of Unit 1, 11-13 Wells Rd, Oakleigh VIC 3166 (**BHF**) and the person named as the Customer above (**Customer**) are intended to regulate the key trading terms including the extension of credit in connection with the supply of the Goods and Services (as defined in the Services Agreement) by BHF to the Customer. By signing this application form below, the Customer acknowledges and agrees that (a) it is bound by these Credit Account Terms; and (b) it has been provided with a copy of the Services Agreement and has had the opportunity to obtain independent advice on the Services Agreement, and is bound by the Services Agreement (which if not agreed to separately by the Customer, will be deemed agreed to by the Customer signing this document below).

These Credit Account Terms and the Services Agreement shall form independent and binding legal agreements, separately enforceable in accordance with their terms. Remedies due to BHF under these Credit Account Terms are in addition to any remedies which BHF may enforce under the Services Agreement (and vice versa).

Any capitalised term in these Credit Account Terms have the meaning given to it in the Services Agreement.

2. Customer obligations

These Credit Account Terms apply if BHF agrees to supply Goods and/or Services to the Customer on credit. The Customer has no entitlement to credit unless, in BHF's sole discretion, BHF extends credit to the Customer. If BHF extends credit to the Customer in respect of any particular Goods, Services or Order, BHF may in its sole discretion, at any time and for any reason, refuse to supply further Goods and Services to the Customer on credit terms or on any other terms of payment. If BHF declines to extend further credit to the Customer, the terms of the supply of those Goods and Services previously supplied on credit remain unaffected.

If the Customer fails to comply with any of these Credit Account Terms or the Services Agreement, including without limitation any obligation to pay money to BHF when due or the Customer is insolvent or otherwise unable to pay its debts when they fall due and payable, the balance of the Customer's credit account to BHF will immediately become due and payable.

3. Payment terms

If BHF extends credit to the Customer, then the Customer must pay BlueH2O's Fees for each supply of Goods and/or Services, by the 20th day of the month following of BlueH2O's invoice.

4. Overdue accounts

Any amount not paid by the due date will incur interest in accordance with the terms described in the Services Agreement. The Customer agrees to pay all costs and expenses (including legal costs, commissions paid by BHF or its Related Entities (as that term is defined in the *Corporations Act 2001 (Cth)*) to any commercial or mercantile agent and dishonour fees) incurred by BHF in connection with or arising from the recovery of overdue amounts. The Customer

acknowledges and agrees that a default under these Credit Account Terms is deemed to be a material breach of the Services Agreement.

5. Governing Law

These Credit Account Terms are governed by the laws of Victoria, Australia.

Part C – Use of Personal Information

The Customer and each individual who signs this credit application form on behalf of the Customer (each an “Applicant”) - authorises BHF to collect credit information about its personal, consumer and commercial credit worthiness from any bank or trade referees provided in this credit application form and from any other credit provider or credit reporting agency such as Veda Advantage Information Services and Solutions Limited, Dun and Bradstreet (Australia) Pty Ltd, Experian Australia Credit Services Pty Ltd (CRBs) for the purpose of assessing this credit application, in accordance with the Privacy Collection Statement and BHF’s Privacy Policy located on its website. Each Applicant authorises BHF to use, disclose or exchange, to the extent permitted by law, with BHF’s related entities and other credit providers information about the Applicant’s credit worthiness in order to assess this credit application and monitor credit worthiness. Where the Applicant is an individual, the Applicant acknowledges that:

- (a) CRB’s may include the information in reports provided to BHF to assist us to assess your credit worthiness;
- (b) if you fail to meet your payment obligations in relation to consumer credit or commit a serious credit infringement, BHF may be entitled to disclose this to the CRB;
- (c) you can obtain a copy of BHF’s policy about the management of credit-related personal information from BHF and the relevant CRB’s policy about the management of credit-related personal information is located on each CRB’s website by following the ‘privacy’ links or by contacting the CRB’s directly;
- (d) you have a right to access your information from BHF, to request BHF to correct the information and to make a complaint to BHF;
- (e) you have a right to request CRBs not to use your credit reporting information for the purposes of pre- screening of direct marketing by BHF; and
- (f) you have a right to request the CRB not to use or disclose credit reporting information about you, if you believe on reasonable grounds that you have been, or are likely to be, a victim of fraud.

PRIVACY COLLECTION STATEMENT

Information you provide will be used for the purpose of assisting BHF to assess your Customer Credit Application or ongoing credit provision and (if it is required) for the purposes of registration of any security interest under the Personal Property Securities Act (PPSA). If you do not provide this information, we may not be able to accept your credit application. The Customer acknowledges how we will use the information disclosed as set out above, including that this information may be kept on a credit information file and/or for the purposes of registration under the PPSA and may be disclosed, to the extent permitted by law, to the Personal Property Securities Register, credit reporting agencies (i.e. Veda Advantage Information Services and Solutions Limited and Experian Australia Credit Services Pty Ltd), companies who provide commercial credit references (i.e. Dun and Bradstreet (Australia) Pty Ltd), people you authorize us to contact in connection with this application (for example, your references) and other service providers for the purpose of assessing the credit application or ongoing credit provision or as required by law. To access or change your information or to make a complaint please contact our privacy officer at: info@blueh2o.com.au

Part D – Customer Signature

Who must sign this Customer Credit Application on behalf of the Customer:

For Companies: a sole director (if applicable), or any two directors or a director and secretary.

Sole Traders operating under their own name or under a business name: The individual.

Partnerships: All Partners of the Partnership (if there are not sufficient spaces for such signatures, then attach further signature pages copying those below).

The Customer and each individual signing below, agree to be bound by the Credit Account Terms stated in Part B above, the Use of Personal Information in Part C, and the Services Agreement relating to the supply of goods and services by BHF, which has been separately provided to the Customer.

Signatory of Authorised Person/ Director/ Sole Director/ Sole Director and Sole Secretary/ Partner

Signatory of Authorised Person/ Director/ Secretary/ Partner

Print Name		Print Name	
Position		Address	
Signature		Signature	
Date		Date	