



Credit Account Application
Apollo Australia Pty Ltd
ABN 18 003 443 507
PO Box 391
Winston Hills NSW 2153

Phone (02) 9620 9577
Fax (02) 9620 9744
Email: sales@scubaonline.com.au

To: Apollo Australia Pty Ltd

I/We, Of
.....Post Code.....
(Residential Address)

and, Of
.....Post Code.....

hereby personally apply for account to be named.....situated
atPost Code.....

Email: Telephone () Fax ()

ABN Number:.....A.C.N. Number:.....
which is the address for delivery and service of goods and invoices.
In support of this application, I/We provide the following details:

Type of Business:
Date Commenced Business: .../.../.....
Bank & Branch:
Solicitors:

Table with 3 columns: Name, Number, State of Issue. Title: Driver's License #'s of all Principals.

If a Company
Directors Names:
Telephone:

If not a Company:
Name of all Principals:
Personal Addresses:

Telephone Numbers: ()
()
Manager/Sales Contact: Date of Birth.....

Credit References: (failure to supply full details will delay or possibly invalidate your application)
Name: Address: Telephone:
1. ()
2. ()
3. ()

I/We hereby make application for a credit account to be opened in the name of the above company/person.
I/We have read and understand your terms, conditions and guarantees (on this and the attached page) and agree to abide by them.
The persons in the schedule of guarantors personally guarantee the performance of the applicant herein in complying with the terms of the agreement.
I/We agree to pay on demand all collection costs and solicitors fees charged and/or costs and enforcement costs incurred or expended in recovering payment of this account.
I/We understand that the completion of this form does not guarantee that a credit account will be opened.

Office Use only
Years account held:

Maximum Credit: [] Dealer [] DiveLog listing [] MYOB [] ACT

1.
2.
3.

Approved:
Credit Limit:

Date: .../.../.....

1. Definitions

"The Applicant": The Buyer

"The Buyer": The Applicant in this Credit Application, including but not limited to the Company and or Business in whose name the account is styled and all personal guarantors in this application.

"The Seller" Apollo Australia Pty Limited, its duly authorized servants and/or agents.

2. General Terms

(a) All payments are due 30 days from date of Statement.

(b) All invoices unpaid at 37 days from statement date will attract a default account keeping fee of 2.5% per month until the account is returned to the agreed trading terms.

(c) Credit will automatically be stopped at 60 days or more. Legal action will be taken at 90 days unless otherwise negotiated. Any further orders will be on a cash basis and will not qualify for prompt payment discount whilst account is not current.

(d) In the event of legal action having to be undertaken pursuant to any breach of this agreement, then in that event and at the Seller's absolute discretion all discounts provided to the applicant shall be null and void and the full list price will be recovered.

(e) Possession and title to goods sold and delivered shall not pass from seller to buyer unless actual payment has been made in full for the subject goods.

(f) The Seller shall be entitled (in the event of the buyer defaulting from the above terms and conditions of sale) to:

i) a right of general lien on all goods owned by the Buyer of whatsoever nature and wheresoever situate to the value of the unpaid price of goods delivered to the Buyer by the Seller under the same or any other contract.

ii) the right to seize and re-possess all goods supplied by Apollo Australia Pty Limited without prior notice, that are the subject of the Buyer's default at the Seller's discretion.

iii) the Applicant irrevocably grants Apollo Australia Pty Limited, its servants and/or agents, the right to enter the Applicant's premises or any premises wheresoever situate where goods over which the Seller has a lien as provided herein are located and in this respect, the Buyer indemnifies and keeps indemnified the Seller from any and all claim that may arise from his entry onto premises to exercise his rights of lien and or re- possession as provided herein.

3. Payment

When making payment please ensure the following steps are taken:

a) Attach a remittance advice with your cheque advising us which invoices are being paid.

b) Unless otherwise advised all payments will be made against the oldest outstanding invoices.

c) When making payment any deductions must be explained in writing and are subject to our approval.

(d) Prompt payment discount is available only on invoices paid within 14 days of the invoice date where the buyer's account is current.

(e) Opening orders up to the first \$10,000 for all new accounts with no prior trading history are to be on a cash basis unless negotiated with the Directors.

4. Prices

a) All prices quoted are exclusive of tax or prompt payments discounts and are subject to change without notice.

b) Instructor and School/Rental discounts are available – please contact your area representative or head office for details.

c) Any order cancellation must be in writing and subject to our approval.

d) Any other discounts given for any reason may be re-invoiced if the account is not paid when due.

5. Returns

(a) Returns will not be accepted without prior written authorisation.

(b) Authorised returns accepted into stock will be charged a 25% restocking charge at the Sellers absolute discretion.

(c) All returns are to be freight prepaid and accompanied by an invoice copy.

6. Freight

a) All orders over \$1000.00 Inc will be delivered free into store by the most economical means **except** for **Olympus** products and **Cylinders**.

b) Scuba cylinders will incur a minimum freight charges irrespective of the invoice amount.

c) Any customer requesting overnight delivery will be charged all costs incurred. If you require a quotation for the freight, please advise at time of request.

d) Delivery to the carrier constitutes delivery and the Seller accepts no responsibility for the goods after delivery to the carrier whatsoever.

e) Claims for merchandise lost or damaged in transit must be made with the carrier immediately after receipt of merchandise.

f) We reserve the right to charge a \$10.00 service fee for all orders under \$100.00.

7. Warranty & Replacement policy.

All products sold by Apollo Australia Pty Ltd are covered by a 12 month warranty, and as implied by law, from date of purchase, by the end user, subject to the following conditions.

- a) That upon “**proof of warranty**” and if required “**relevant service record**” Apollo Australia will repair, replace, credit or offer an upgrade at our discretion for any product or part with defects in workmanship or materials. Apollo Australia makes no representation as to suitability for use nor accepts any responsibility for any incidental damage to persons or property.
- b) If repairs are carried out on products void of warranty, all labour, parts and freight costs will be charged.
- c) That when the product is sold, it is sold as brand new by the retailer.
- d) The product was purchased from an authorised Apollo Australia Pty Ltd retailer.
- e) All warranty replacement items sent prior to receiving faulty items back will be invoiced to the Apollo Australia retailer. On receipt by Apollo Australia of the replaced items, all approved replacement items will be re-credited to the retailer.
- f) Damage, neglect, accident, improper repair, or fair wear and tear did not cause the fault.
- g) Item belongs to the original purchaser.
- h) All items should be returned FIS to the place of purchase for return to Apollo Australia or if this is impractical FIS to Apollo Australia direct along with warranty details. For your protection we suggest all items should be sent to us by certified or registered mail depending on the value.
- i) If an account automatically replaces an item to a consumer without permission and that item can be repaired it will be returned in an operational condition and not replaced with new stock.

8. Personal/Directors Guarantee and Indemnity

(Continued)

8. Personal/Directors Guarantee and Indemnity

I/WE UNCONDITIONALLY AND IRREVOCABLY:

1. **GUARANTEE** the due and punctual payment to the Seller of all moneys which are now owing to the Seller by the Buyer and all further sums of money from time to time owing to the Seller by the Buyer in respect of goods and services supplied or to be supplied by the Seller to the Buyer or any other liability of the Buyer to the Seller, and the due observance and performance by the Buyer of all its obligations contained or implied in any contract with the Seller. If for any reason the Buyer does not pay any amount owing to the Seller the Guarantor will immediately on demand pay the relevant amount to the Seller.
2. **HOLD HARMLESS AND INDEMNIFY** the Seller on demand as a separate obligation against any liability (including but not limited to damages costs losses and legal fees (as defined hereunder in paragraph b hereof)) incurred by or assessed against the Seller in connection with:
 - (a) the supply of goods and/or services to the Buyer; or
 - (b) the recovery of moneys owing to the Seller by the Buyer including the enforcement of this guarantee, and including but not limited to the Seller's nominees costs of collection and legal costs calculated on a solicitor and own client basis; or
 - (c) moneys paid by the Seller with the Buyer's consent in settlement of a dispute that arises or results from a dispute between, the Seller, the Buyer, and a third party or any combination thereof, over the supply of goods and/or services by the Seller to the Buyer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. This Guarantee and Indemnity shall constitute an unconditional and continuing guarantee and indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to the Seller by the Buyer and all obligations herein have been fully paid satisfied and performed.
4. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Seller's part (whether in respect of the Buyer or any one or more of any other guarantor(s) or otherwise) and no failure by any named guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any guarantor. Without affecting the Buyer's obligations to the Seller, each guarantor shall be a principal debtor and liable to the Seller accordingly.
5. If any payment received or recovered by the Seller is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the seller shall each be restored to the position in which they would have been had no such payment been made.
6. This Guarantee and Indemnity shall bind each of the signatories notwithstanding that one or more of the persons named as a "Guarantor" may never execute this Guarantee and Indemnity.
7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as guarantor, mean and refer to each of them individually and both of them together unless the context otherwise requires, and the obligations and agreements on the part of the guarantor contained in this guarantee and Indemnity shall bind them jointly and severally.
8. **Title and Personal Property Securities Act 2009 ('the Act')**: Until you pay us in full for the goods: (a) we retain full legal and equitable title in them; (b) you hold the goods for us as bailee or fiduciary and you must store them securely and separately from other items and mark them clearly as our goods; (c) you must not dispose of the goods or any interest in them or alter or use them in any manufacturing process; and (d) if you dispose of the goods, alter or use them in a manufacturing process, you must hold the proceeds of sale of the goods or the products they become, on trust for us and pay them to us when we ask. Possession of the goods supplied to you by us is transferred to you on the basis that we may retain a purchase money security interest pursuant to the Act in the goods and we may require the facilitation of a registered Financing Statement under the Act. You agree to execute any documents, provide all necessary information and do anything else required by us to ensure that the security interest constitutes a "Perfected Security Interest" as defined in the Act and which will have priority over all other security interests in the goods. You will, upon demand, pay all of our expenses and legal costs on a agent/solicitor/client basis in or in connection with the registration of a financing statement or financing change statement relating to the security interest created by this agreement

**WARNING: THIS IS AN IMPORTANT DOCUMENT
YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT.**

9. **9. Charge & Security** In this clause, property means: (i) prior to the Registration Commencement Date pursuant to the Act both real and personal property or (ii) real property after the Registration Commencement Date pursuant to the Act. You hereby charge in our' favour all of its estate and interest in any property that it owns now or in the future with due payment to us of all monies owing or may become payable in accordance with this agreement. You irrevocably appoint us (from time to time) as its duly constituted attorney to execute in its name, any real property mortgage, bill of sale or consent to any caveat we may choose to lodge against real property that it may own in Australia to secure any amount advanced on credit, notwithstanding that such sum may not be due for payment. The Customer hereby charges in our favour all monies due and payable to the Customer under any contract held by it in respect of which the Customer purchased goods from us and hereby assigns all rights, powers and remedies conferred upon sub-contractors under any legislation or otherwise as if all monies due and owing by you to as were monies due and owing under the sub-contract. You undertake to disclose all charges or encumbrances granted over its property and agrees not to grant any further charges or encumbrances over its property without first obtaining our written consent.
10. **I/We have been advised to obtain independent legal advice before executing this Guarantee but have either waived or declined to take independent legal advice. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Buyer to the Seller.**
11. The above information is to be used by the Seller for all purposes in connection with the Seller considering this guarantee and the subsequent enforcement of the same.
12. I/we irrevocably authorise the Seller to obtain from any person or company any information which the Seller may require for credit reference purposes. I/We further irrevocably authorise the Seller to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Seller as a result of this guarantee being actioned by the Seller.

GUARANTOR-1

SIGNED: _____

FULL NAME: _____

PRESENT ADDRESS: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____ OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this day of 20____

GUARANTOR-2

SIGNED: _____

FULL NAME: _____

PRESENT ADDRESS: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____ OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this day of 20____

Note: 1. If the Buyer is a sole trader or partnership the guarantor(s) should be some other suitable person(s).
 2. If the Buyer is a club or incorporated society the guarantor(s) should be the president and secretary or other committee member

**WARNING: THIS IS AN IMPORTANT DOCUMENT
 YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT.**



15% Loyalty Program Credit Card Authority

Please complete this form and return to:
Apollo Australia Pty Ltd PO Box 391, Winston Hills NSW 2153.
Telephone : (612) 9620 9577. Fax : (612) 9620 9744. Email admin@scubaonline.com.au

Your Account Details

Account Holder	Account Number		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address			
<input type="text"/>			
<input type="text"/>			
Email	<input type="text"/>		
Phone ()	Mobile ()	Fax ()	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

Credit Card Payment Details

Name on card	<input type="text"/>		
<input type="checkbox"/> Visa	<input type="checkbox"/> Mastercard	<input type="checkbox"/> American Express	<input type="checkbox"/> Diners
Card number	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
		CVV	Expiry date
		<input type="text"/>	<input type="text"/> / <input type="text"/>
Authorisation			
I authorise you, until further notice in writing, to debit my nominated credit card account with all amounts which Apollo Australia Pty Ltd has billed to my account. I acknowledge and accept that Apollo Australia Pty Ltd accepts this authority only upon the conditions listed below.			
Cardholder's signature	<input type="text"/>	Date	<input type="text"/> / <input type="text"/> / <input type="text"/>

New authority or change to existing authority. IMPORTANT. Please select one:

This is a new recurring credit card authority for the above account.

This recurring credit card authority replaces all existing authorities for the above account

1. Apollo Australia Pty Ltd :

You have been recognised as one of our loyal customers and subsequently, you have been selected to participate in Apollo's payment program. This program enables your business to take advantage of our prompt pay discount of 15 % on all purchases. Normally this discount is only given with payment at time of despatch.

We now invite you to purchase whatever you wish during a calendar month and still receive the 15 % cash payment discount after you have received and had time to check your end of month statement. All you have to do to take advantage of this fantastic offer is fill out this form, authorising Apollo to debit your credit card on / or around the 15th of the following month for the full amount shown on the statement less the 15 % discount.

Has agreed it will provide you the customer with a statement of all outstanding invoices within 6 days after the end of the month.

Has agreed that provided there are no disputes with said invoices it will proceed to debit from the credit card advised above the amounts advised in the statement on/or around the 15th day after the end of the month.

2. The customer:

May at any time, terminate this Authority as to future payments by giving written notice of termination to Apollo Australia Pty Ltd in writing .

3. The customer acknowledges that:

- a. This Authority will remain in full force and effect in respect of all amounts to be debited to the Credit Card Account in good faith notwithstanding its death, bankruptcy or other revocation of this authority until actual written notice of such event is received by Apollo Australia Pty Ltd .
- b. It is responsible for providing Apollo Australia Pty Ltd with updated information when there is a change of credit card issuer, a replacement card is issued with a new card number, or when a credit card expires.
- c. They receive an extra 2½% by ordering online at www.scubaonline.com.au the extra discount is given online in a point system.



15% on dispatch Credit Card Authority

Please complete this form and return to:
Apollo Australia Pty Ltd PO Box 391, Winston Hills NSW 2153.
Telephone : (612) 9620 9577. Fax : (612) 9620 9744. Email admin@scubaonline.com.au

Your Account Details

Account Holder					Account Number				
	<input type="text"/>					<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address	<input type="text"/>								
	<input type="text"/>								
Email	<input type="text"/>								
Phone	() <input type="text"/>	Mobile	() <input type="text"/>	Fax	() <input type="text"/>				

Credit Card Payment Details

Name on card	<input type="text"/>								
<input type="checkbox"/> Visa	<input type="checkbox"/> Mastercard	<input type="checkbox"/> American Express	<input type="checkbox"/> Diners						
Card number	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	CVV	<input type="text"/>	Expiry date	<input type="text"/>	<input type="text"/>

Authorisation

I authorise you, until further notice in writing, to debit my nominated credit card account with all amounts which Apollo Australia Pty Ltd has billed to my account. I acknowledge and accept that Apollo Australia Pty Ltd accepts this authority only upon the conditions listed below.

Cardholder's signature	<input type="text"/>	Date	<input type="text"/>	<input type="text"/>	<input type="text"/>
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New authority or change to existing authority. IMPORTANT. Please select one:

This is a new recurring credit card authority for the above account.

This recurring credit card authority replaces all existing authorities for the above account

- Apollo Australia Pty Ltd :**
Will deduct 15% from the invoice total at time of dispatch.
- The customer:**
May at any time, terminate this Authority as to future payments by giving written notice of termination to Apollo Australia Pty Ltd.
- The customer acknowledges that:**
 - This Authority will remain in full force and effect in respect of all amounts to be debited to the Credit Card Account in good faith notwithstanding its death, bankruptcy or other revocation of this authority until actual written notice of such event is received by Apollo Australia Pty Ltd.
 - It is responsible for providing Apollo Australia Pty Ltd with updated information when there is a change of credit card issuer, a replacement card is issued with a new card number, or when a credit card expires.
 - They receive an extra 2½% by ordering online at www.scubaonline.com.au the extra discount is given online in a point system.