



POOL EQUIPMENT & SUPPLY

wholesale pool & spa supplies

893 Plantation Way
Montgomery, AL 36117
334-271-4324 (office)
334-271-4333 (fax)

3482 Oakcliff Road, Suite C
Atlanta, GA 30340
770-451-8466 (office)
770-451-8411 (fax)

4415 Housers Mill Road
Byron, GA 31008
478-956-1162 (office)
478-956-1169 (fax)

500 Production Ave Suite 800
Madison, AL 35758
256-774-7806 (office)
256-774-7856 (fax)

#21 Longview Circle
Alabaster, AL 35007
205-216-0186 (office)
205-216-0189 (fax)

4642 Gulfstar Drive
Destin, FL 32541
850-460-2890 (office)
850-460-2892 (fax)

New Customer Application/ Credit Application

Name _____ Date _____

Street _____ City _____ State _____ Zip _____

Mailing Address _____ Phone _____

Email Address _____ Fax _____

Accounts Payable Contact _____

Type of Business Corporation Partnership Proprietorship

Federal Id # _____ State Sales Tax Exempt # _____

Year Established _____ Credit limit requested _____

Owner, Partners or Corporate Officers:

Name	% of Ownership	Title
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Owner 1

Address _____

Social Security number _____

Owner 2 (if applicable)

Address _____

Social Security number _____

Owner 3 (if applicable)

Address _____

Social Security number _____

Bank Reference:

Name of Bank _____ Account # _____
Contact Name & Tel # _____
Address _____
Has this Business or any of its Principles ever declared bankruptcy? _____

Trade References: *(Fax #s expedite this process)*

1. Name _____
Address _____
Telephone and Fax # _____

2. Name _____
Address _____
Telephone and Fax # _____

3. Name _____
Address _____
Telephone and Fax # _____

Please provide a current copy of the latest financial statement / profit-loss statement along with current sales tax ID certificate. Any purchases made under an invalid sales tax exempt number will be the responsibility of the buyer.

Signing this credit application hereby authorizes the release of any required credit information to Pool Equipment & Supply, Inc. from Banks and National Credit Reporting Agencies, commercial or consumer related. The above information may be relied upon by Pool Equipment & Supply, Inc. credit department for the purpose of obtaining credit and is warranted to be true. We hereby authorize the firm to whom this application is made to investigate the references listed pertaining to my/our credit & financial responsibility. Be assured that Pool Equipment & Supply, Inc. will treat all information you provide in a confidential manner & will only use it for the purposes of evaluating your request for credit.

All accounts are due and payable Net 30 days from the date of invoice.

Applicant's signature attests financial responsibility, ability and willingness to pay our invoices in accordance with the terms stated. Principal's or Authorized Officers signature required to attest to the above information.

Should Buyer fail to pay as agreed, show evidence of changed or unsound financial condition the seller may at any time decline to make any shipments or deliveries. Seller reserved the right to apply service charges to past due balances up to the legal maximum.

In the event the seller may owe credits, refunds, payments to the applicant, seller at its discretion shall have the right to recoupment to those credits, refunds and payments.

In the event the seller refers this account to an attorney to enforce its right's, then the buyer shall pay all expenses thereof, including attorneys fees, collection fee's interest at maximum rate.

As a condition of the continued extension of the credit by the seller, the applicant agrees to provide the seller with an updated credit application on request and applicant agrees at sellers request to provide updated financial information, or annual financial statement to the seller.

Officer's Signature _____ Title _____

Officer's Signature _____ Title _____

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, sex, marital status, age, (provided that the applicant has the capacity to enter into a binding contract): because all or part of the applicants income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this credit of the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Ave., NW, WA, D.C., 202580

POOL EQUIPMENT & SUPPLY, INC.
PERSONAL GUARANTEE - OWNER 1

Name _____ Date _____

Address _____

City _____ State _____ Zip _____

AS CONSIDERATION FOR THE ADVANCEMENT OF CREDIT, WE THE UNDERSIGNED INDIVIDUALLY, JOINTLY, AND SEVERALLY AGREE AS FOLLOWS:

- 1) IN THE EVENT BUYER DOES NOT PAY THE AMOUNT DUE PURSUANT TO THE TERMS OF THE AGREEMENT BETWEEN BUYER AND SELLER, BUYER AGREES TO PAY A DELINQUENT INTEREST CHARGE OF 1-1/2% PR MONTH ON THE UNPAID BALANCE OR THE HIGHEST RATE PERMITTED BY LAW, WHICHEVER IS LOWER.
- 2) SELLER MAY, AT ANY TIME, WITHOUT NOTICE, CANCEL ALL CREDIT AVAILABLE TO BUYER AND REFUSE TO MAKE ANY FURTHER CREDIT ADVANCES. IN THE EVENT SELLER DETERMINES THAT INFORMATION CONTAINED ON HIS CREDIT APPLICATION IS FALSE OR MISLEADING, OR IF SELLER RECEIVES OTHER FALSE OR MISLEADING CREDIT INFORMATION FROM BUYER OF ANY KIND OR NATURE, SELLER MAY WITHOUT FURTHER NOTICE CANCEL ANY ORDERS IN-HOUSE, OR ANY DELIVERIES IN PROGRESS TO BUYER. ANY FALSE OR MISLEADING INFORMATION BY BUYER SHALL BE CONSTRUED AS A MATERIAL DEFAULT, AND ANY INVOICES OUTSTANDING SHALL BE IMMEDIATELY DUE AND PAYABLE IN FULL.
- 3) TO PAY ALL COSTS AND ATTORNEY'S FEES INCURRED BY SELLER IN RELATION TO THE INTERPRETATION, CONSTRUCTION, OR ENFORCEMENT OF ANY OR ALL OF OUR OBLIGATIONS UNDER THIS CREDIT APPLICATION OR PERSONAL GUARANTEE, WHETHER OR NOT SUIT IS FILED.
- 4) THAT THIS AGREEMENT AND PERSONAL GUARANTEE HAS BEEN ENTERED INTO AND IS TO BE PERFORMED IN THE COUNTY OF BRANCH LOCATION, AND ANY ACTION BROUGHT HEREUNDER SHALL BE BROUGHT IN SAID COUNTY AND STATE AT THE OPTION OF AND IN THE SOLE DISCRETION OF SELLER AND THAT THE UNDERSIGNED HEREBY UNCONDITIONALLY GUARANTEES PAYMENT TO BUYER.
- 5) THAT WE WARRANT AND REPRESENT TO SELLER, THAT WE ARE SOLVENT AND ABLE TO PAY OUR OBLIGATIONS AS THEY BECOME DUE WE WILL NOTIFY SELLER IMMEDIATELY IF ANY BECOME INSOLVENT, AND THAT SELLER CAN RELY ON THIS CONTINUING REPRESENTATION OF SOLVENCY IN SHIPPING PRODUCTS TO BUYER.
- 6) THAT SELLER MAY USE THIS AGREEMENT WITH ANY FINANCIAL INSTITUTION OR CREDIT REPORTING AGENCY FOR THE PURPOSE OF OBTAINING ALL PERSONAL AND BUSINESS FINANCIAL INFORMATION OF ANY KIND OR NATURE WHATSOEVER.
- 7) TO THE EXTENT ANY TERMS ON A PURCHASE ORDER EXECUTED BY BUYER ARE INCONSISTENT WITH THESE TERMS, THESE TERMS SHALL TAKE PRECEDENCE. ANY MODIFICATION MUST BE CONSENTED TO BY SELLER AND BUYER IN WRITING.

THIS GUARANTEE EXPIRES DECEMBER 31, 2999, BUT IS AUTOMATICALLY RENEWED FOR CONSECUTIVE THREE YEAR PERIODS UNLESS SOONER REVOKED IN WRITING BY MUTUAL CONSENT OF THE PARTIES.

IN CONSIDERATION OF THE EXTENSION OF CREDIT BY POOL EQUIPMENT AND SUPPLY, INC. (SELLER), TO APPLICANT, THE UNDERSIGNED DOES JOINTLY AND SEVERALLY PERSONALLY GUARANTEE TO PAY AND BE RESPONSIBLE FOR PAYMENT (AND NOT MERELY COLLECTION) OF ALL SUMS, BALANCES, AND ACCOUNTS DUE SELLER, INCLUDING INTEREST, COLLECTION CHARGES, AND/OR ATTORNEY FEES.

THIS SHALL BE AN OPEN AND CONTINUING GUARANTEE AND SHALL CONTINUE IN FORCE NOTWITHSTANDING ANY CHANGE IN THE FORM OF SUCH INDEBTEDNESS, OR RENEWALS, RELEASES, MODIFICATIONS, OR EXTENSIONS GRANTED BY SELLER, WITHOUT OBTAINING ANY CONSENT THERETO, AND UNTIL EXPRESSLY REVOKED BY WRITTEN NOTICE FROM THE GUARANTOR(S) TO SELLER. ANY SUCH REVOCATION SHALL NOT IN ANY MANNER AFFECT GUARANTOR(S) LIABILITY AS TO ANY INDEBTEDNESS EXISTING PRIOR THERETO.

GUARANTOR(S) WAIVE NOTICE OF THE ACCEPTANCE OF THIS AGREEMENT NOTICE OF DEFAULT OR NON-PAYMENT AND WAIVE ACTION REQUIRED BY ANY STATUTE AGAINST THE APPLICANT. NO DELAY ON SELLER=S PART IN EXERCISING ANY RIGHT HEREUNDER OR TAKING ANY ACTION TO COLLECT OR ENFORCE PAYMENT OF ANY OBLIGATION HEREBY GUARANTEED, EITHER AS AGAINST THE APPLICANT OR ANY OTHER PERSON PRIMARILY OR SECONDARILY LIABLE WITH THE APPLICANT, SHALL OPERATE AS A WAIVER OF ANY SUCH RIGHT OR IN ANY MANNER PREJUDICE SELLERS RIGHTS GUARANTOR(S). GUARANTOR(S) AGREES THAT IN THE EVENT OF ANY DEFAULT ANY TIME BY SAID APPLICANT, SELLER SHALL BE ENTITLED TO LOOK TO GUARANTOR(S) IMMEDIATELY FOR FULL PAYMENT WITHOUT PRIOR DEMAND OR NOTICE. GUARANTOR(S) CONSENTS AND AGREES TO BE BOUND BY ALL OF THE PROVISIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATIONS PARAGRAPH 1-7 ABOVE.

I GRANT POOL EQUIPMENT & SUPPLY, INC. THE RIGHT TO ACCESS MY PERSONAL CREDIT REPORT FOR THE PURPOSE OF DETERMINING CREDIT WORTHINESS REGARDING ANY PRESENT OR FUTURE PURCHASE(S) .

By _____
Authorized Signature (No Title) _____ Print Full Name of Applicant (No Title)

Social Security Number _____ Date of Birth _____
(Required) (Required)

POOL EQUIPMENT & SUPPLY, INC.
PERSONAL GUARANTEE - OWNER 2 (IF APPLICABLE)

Name _____ Date _____

Address _____

City _____ State _____ Zip _____

AS CONSIDERATION FOR THE ADVANCEMENT OF CREDIT, WE THE UNDERSIGNED INDIVIDUALLY, JOINTLY, AND SEVERALLY AGREE AS FOLLOWS:

- 1) IN THE EVENT BUYER DOES NOT PAY THE AMOUNT DUE PURSUANT TO THE TERMS OF THE AGREEMENT BETWEEN BUYER AND SELLER, BUYER AGREES TO PAY A DELINQUENT INTEREST CHARGE OF 1-1/2% PR MONTH ON THE UNPAID BALANCE OR THE HIGHEST RATE PERMITTED BY LAW, WHICHEVER IS LOWER.
- 2) SELLER MAY, AT ANY TIME, WITHOUT NOTICE, CANCEL ALL CREDIT AVAILABLE TO BUYER AND REFUSE TO MAKE ANY FURTHER CREDIT ADVANCES. IN THE EVENT SELLER DETERMINES THAT INFORMATION CONTAINED ON HIS CREDIT APPLICATION IS FALSE OR MISLEADING, OR IF SELLER RECEIVES OTHER FALSE OR MISLEADING CREDIT INFORMATION FROM BUYER OF ANY KIND OR NATURE, SELLER MAY WITHOUT FURTHER NOTICE CANCEL ANY ORDERS IN-HOUSE, OR ANY DELIVERIES IN PROGRESS TO BUYER. ANY FALSE OR MISLEADING INFORMATION BY BUYER SHALL BE CONSTRUED AS A MATERIAL DEFAULT, AND ANY INVOICES OUTSTANDING SHALL BE IMMEDIATELY DUE AND PAYABLE IN FULL.
- 3) TO PAY ALL COSTS AND ATTORNEY'S FEES INCURRED BY SELLER IN RELATION TO THE INTERPRETATION, CONSTRUCTION, OR ENFORCEMENT OF ANY OR ALL OF OUR OBLIGATIONS UNDER THIS CREDIT APPLICATION OR PERSONAL GUARANTEE, WHETHER OR NOT SUIT IS FILED.
- 4) THAT THIS AGREEMENT AND PERSONAL GUARANTEE HAS BEEN ENTERED INTO AND IS TO BE PERFORMED IN THE COUNTY OF BRANCH LOCATION, AND ANY ACTION BROUGHT HEREUNDER SHALL BE BROUGHT IN SAID COUNTY AND STATE AT THE OPTION OF AND IN THE SOLE DISCRETION OF SELLER AND THAT THE UNDERSIGNED HEREBY UNCONDITIONALLY GUARANTEES PAYMENT TO BUYER.
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- 6) THAT SELLER MAY USE THIS AGREEMENT WITH ANY FINANCIAL INSTITUTION OR CREDIT REPORTING AGENCY FOR THE PURPOSE OF OBTAINING ALL PERSONAL AND BUSINESS FINANCIAL INFORMATION OF ANY KIND OR NATURE WHATSOEVER.
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By _____ Authorized Signature (No Title) _____ Print Full Name of Applicant (No Title) _____

Social Security Number _____ (Required) _____ Date of Birth _____ (Required) _____

POOL EQUIPMENT & SUPPLY, INC.
PERSONAL GUARANTEE - OWNER 3 (IF APPLICABLE)

Name _____ Date _____

Address _____

City _____ State _____ Zip _____

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By _____ Authorized Signature (No Title) _____ Print Full Name of Applicant (No Title) _____

Social Security Number _____ (Required) _____ Date of Birth _____ (Required) _____

POOL EQUIPMENT & SUPPLY, INC.

Purchaser Blanket Resale and Exemption Certificate

For the State of _____

Purchaser _____

Address _____

City _____ State _____ Zip _____

This is to certify that all tangible property purchased after _____ from Pool Equipment & Supply, Inc. is or was purchased for the following purpose:

Resale as tangible personal property

To be incorporated as a material or part of any other tangible personal property to be produced for sale or be manufacturing, assembling, processing or refining.

THIS CERTIFICATE IS TO CONTINUE IN FORCE UNTIL REVOKED BY WRITTEN NOTICE TO THE SUPPLIER AND THE CONTROLLER.

Certificate Registration # _____

Date _____

By _____

Title _____

The purchaser is responsible for any sales tax due on purchases made to Pool Equipment and Supply, Inc. that is not covered under this sales tax exemption certificate.