

American Pool Supply

3721 Meade Ave Las Vegas NV 89102
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Credit Application & Credit Agreement

Credit Limit Requested _____ Estimated Annual Purchases _____

Company Name _____

Legal Owner Name _____ SS# _____

Billing Address _____

City _____ State _____ Zip _____

Of Years In Business _____ # Of Years At This Address _____

Previous Address (If less than 5 years) _____

Phone _____ Fax _____ Cell _____

Email _____

YOU MUST PROVIDE A COPY OF YOUR BUSINESS OR CONTRACTOR'S LICENSE AS
WELL AS A PHOTO ID

***NOTE: IF NO BUSINESS CREDIT REFERENCES ARE PROVIDED WE WILL
REQUIRE THE CREDIT INQUIREY TO BE FILED OUT***

Business Credit References

(Please use back for additional space)

Company _____ Phone _____ Fax _____

Contact _____ Address _____

City _____ State _____ Zip _____

Company _____ Phone _____ Fax _____

Contact _____ Address _____

City _____ State _____ Zip _____

Have you ever filed Bankruptcy? Yes _____ NO _____ If yes, when? _____

Bank _____ Acct officer _____

Address _____ City _____ State _____ Zip _____

Phone _____ Fax _____

Type of Account(s) _____ Acct #(s) _____

Business Type (select 1): Sole Owner Partnership

List all Business Owners/Officers of Corporation (Name & Title)

Signature _____ Date _____

Consent for Credit Inquiry

Name _____

Address _____

City _____ State _____ Zip _____

Home Phone # _____ DOB _____ SS# _____

The undersigned hereby, consents to American Pool Supply, Inc., use of a non business consumer credit report on the undersigned as principles, proprietors, and or guarantors in connection with the extension of business credit as contemplated by this credit application. The undersigned hereby authorizes American Pool Supply to utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this credit application. The undersigned as an individual(s) hereby knowingly consent to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 U.S.C. @ 1681 et seq.

Signature _____ Date _____

Terms and Conditions of Sale

Delivery:

American Pool Supply will charge a \$10 delivery fee on all orders that are less than \$250 and within our normal delivery area. There is no charge on orders greater than \$250. Orders delivered outside our delivery area are subject to a \$25 fee regardless of the amount of sale.

Transportation Claims:

American Pool Supply's responsibility for condition of merchandise ceases when such merchandise is turned over to a common carrier or when delivered by an American Pool Supply truck to purchasers' requested delivery address. Damages or shortages must be reported to the delivering carrier or truck driver immediately upon receipt and so noted on the Bill of Lading before acceptance of the shipment is made. Deviating from this procedure will result in an unenforceable claim against the delivering carrier of American Pool Supply.

Returned Merchandise:

Returned merchandise is subject to restocking charge of 25%. No refunds or cash pay outs will be allowed and instead a credit will be issued to the customer's account. The original sales invoice must accompany returned merchandise. Returned merchandise must be in the original carton and be resalable. Special ordered non-stocked merchandise and chemicals are not returnable.

Warranty:

American Pool Supply does not express or imply any warranty. All warranties are the responsibility of the manufacturer. American Pool Supply expressly disclaims ability for any injury, loss, or damage arising from the use or inability to use an item sold by us. Our only obligation in lieu of all warranties expressed or implied is to replace any item proved to be defective.

Subject to Change:

All information, merchandise, and pricing are subject to change without notice.

New Account Terms:

All new accounts must fill out an appropriate application whether for cash or credit. American Pool Supply reserves the right to determine final judgment on credit terms worthiness at its sole discretion.

Charge Accounts:

Payment for all purchases made on charge accounts are due NET 30, unless otherwise specified. If the account holder qualifies for discounts, the invoices are due as follows: Invoices dated the through the 15th may take a 10% discount if paid by the last day of the month. Invoices dated the 16th through the 31st are due by the 15th of the following month to receive the 10% discount. It is expressly understood that all merchandise sold shall remain the property of American Pool Supply until such time that payment in full for such merchandise is received by American Pool Supply. Only after payment in full is received shall title pass to the customer. In the event of default in payment by the customer it is expressly understood and agreed that American Pool Supply shall reserve the right to retake possession of all unpaid merchandise by entering upon the premise of the customer through replevin or through any other means provided by law. It is expressly understood and agreed that all costs, including legal and collection costs incurred by American Pool Supply for the collection of debt or repossession of merchandise will be paid by the customer.

Past Due Accounts:

All past due accounts may be placed on C.O.D. until balance in paid in full. Interest of 1.5% per month will be charged on any unpaid balance greater than 30 days past due.

NSF Checks:

Accounts will be charged a \$25.00 service charge for each check returned from the bank and placed on C.O.D. until balance is paid in full.

Order Acceptance:

American Pool Supply sells wholesale to the trade and commercial accounts. American Pool Supply reserves the right to refuse sales to anyone and refuse any order that is the result of a clerical error or error in quote.

Phone Orders:

When ordering by phone, please be prepared with the item number (manufacturer's number). Without a written purchase order customer resumes all responsibility for accuracy of the order.

Purchase orders:

Purchase orders may be faxed or delivered. American Pool Supply is not obligated by any terms, conditions, stipulations, or prices contained on the purchase order. All orders will be governed by the standard terms and conditions of sale set forth by American Pool Supply.

Back Orders:

Unless requested by the customer, American Pool Supply does not back order items that are not currently in stock. American Pool Supply will make every possible effort to contact the customer when merchandise is in stock.

Special Orders:

Special orders require a nonrefundable deposit of 50% prior to the order being placed. The order must be in writing and include the manufacturer's name and part number. Special order forms are final and cannot be returned. The customer should allow up to four weeks for delivery.

Signature _____ Date _____

Job Site Delivery Release of Responsibility

In order to service your account in a more effective manor, American Pool Supply will deliver materials and supplies to your job site(s). The Company's policy is to require an authorized signature at the time of delivery to indicate the receipt of the materials and supplies at the job site. However, in the event you wish the materials and supplies to be delivered to a job site without a delivery acceptance signature, by your signature below, American Pool Supply will make "drop deliveries" at your specified job site(s). In the case of "drop deliveries", you accept full responsibility for the receipt and payment of the materials delivered per your order. American Pool Supply delivery personnel will in any event continue to solicit acceptance signatures

I (We) _____ hereby accept full responsibility for payment of such charges in accordance with the terms extended by American Pool Supply. This release of responsibility may be revoked only after American Pool Supply has received a written cancellation.

Signature _____ Title _____ Date _____

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American Pool Supply](#)

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Your Computer](#)

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For your Records](#)

Delivery Service

In order for us to ensure proper delivery in a timely manor, we ask that you please provide us with the following information each time your request our delivery service:

- Complete Address (Including Zip Code)
- Cross Streets
- A Map (If possible)

Deliveries made to gated homes will need:

- Gate Code
- Lot Number
- Contact Person
- Phone Number

Delivery Fees:

\$10 — all orders under \$250

\$25 — orders outside of our delivery area

There is no fee for deliveries within range and over \$250

Standard drop

Re-delivery Charge = \$50.00