

**APPLICATION DATE:** \_\_\_\_\_

The below identified business entity (hereinafter "Customer" or "Buyer") is applying to do business with and/or for business credit from Pool Corporation and its subsidiary entities, and d/b/a(s) as may exist from time to time, including, without limitation, SCP Distributors, LLC, Superior Pool Products, LLC, Horizon Distributors, Inc., NPT, Lincoln Aquatics, Metro Irrigation Supply, POOLFX Supply LLC and Jet Line (hereinafter collectively "POOL" or "Seller").

LEGAL NAME OF BUSINESS ("Customer"):		EMAIL ADDRESS:	
PHYSICAL ADDRESS:	CITY	STATE	ZIP
MAILING ADDRESS:	CITY	STATE	ZIP
COUNTY	BUSINESS PHONE:	BUSINESS FAX:	
BUSINESS OWNERSHIP: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Lim. Liab. Co.    Business / Contractor's License #			
ARE YOU SALES TAX EXEMPT? (AN EXEMPTION CERTIFICATION MUST BE ATTACHED) <input type="checkbox"/> YES <input type="checkbox"/> NO	ESTIMATED ANNUAL PURCHASES \$	TYPE OF BUSINESS: <input type="checkbox"/> RETAIL <input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> SERVICE <input type="checkbox"/> OTHER _____	BUSINESS START DATE: STATE OF INCORPORATION / FORMATION
A/P CONTACT:	PHONE:	A/P FAX:	A/P EMAIL:
PURCHASE ORDER REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO	FED. TAX. ID NO.:		BUSINESS LICENSE NO.:

**OWNERS / PARTNERS / OFFICERS**

(IF MORE THAN TWO, PLEASE PROVIDE AN ATTACHMENT TO THIS APPLICATION)

NAME / TITLE:		HOME ADDRESS:		
HOME / CELL PHONE NO.:	SOCIAL SECURITY NO.:	% OF SHARES	DRIVER'S LICENSE NO.:	STATE ISSUED:
NAME / TITLE:		HOME ADDRESS:		
HOME / CELL PHONE NO.:	SOCIAL SECURITY NO.:	% OF SHARES	DRIVER'S LICENSE NO.:	STATE ISSUED:

**TRADE / BANK REFERENCES**

NAME:	ADDRESS:	ACCT #:	PHONE / FAX:
NAME:	ADDRESS:	ACCT #:	PHONE / FAX:
NAME:	ADDRESS:	ACCT #:	PHONE / FAX:
BANK NAME:	BANK ADDRESS:	BANK ACCT #:	BANK PHONE / FAX:

**\*FOR FRAUD PREVENTION / IDENTITY THEFT PROTECTION, PLEASE ATTACH LEGIBLE COPY OF DRIVER'S LICENSE | PLEASE ATTACH COPY OF LATEST FINANCIAL STATEMENT**

**TERMS OF SALE**

Invoices are due Net 30 days from the date of the invoice to Customers with approved credit, unless otherwise specified on the invoice, and in accordance with all other terms and conditions expressed in the invoice. Any invoice not paid per its terms will be designated as a "Past Due Account", which can cause delivery or shipment to be withheld on any new or outstanding orders. Past Due Accounts may be placed on COD. All past due balances will be subject to a charge of the lesser of 1 1/2% per month (18% per annum), or the maximum allowed by law. **ALL SALES ARE SUBJECT TO THE TERMS AND CONDITIONS OF SALE SET FORTH ON PAGE 2 OF 2 OF THIS APPLICATION.** Buyer authorizes Seller to request credit related information from any source, including trade references, bank references and/or credit reporting agencies or bureaus and further hereby permits dissemination of credit information about Buyer from inquiring sources and releases Seller from any liability which may result therefrom. I have read the Terms and Conditions of Sale and specifically the WAIVER OF WARRANTIES and INDEMNITY provisions, which provisions I hereby acknowledge, understand and consent to. The undersigned is duly authorized to execute this Application on behalf of Buyer. Everything stated in the foregoing Application is true and correct.

SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

**PERSONAL GUARANTY AGREEMENT**

IN CONSIDERATION OF POOL (OR ANY OF ITS SUBSIDIARY ENTITIES, AND D/B/A(S) AS MAY EXIST FROM TIME TO TIME) (HEREINAFTER COLLECTIVELY "POOL" OR "SELLER") AGREEING TO SELL GOODS TO CUSTOMER, REGARDLESS OF WHAT INTERNAL ACCOUNT NUMBER(S) SELLER RECORDS THE SALES UNDER AND/OR ASSIGNS TO BUYER I/WE, THE UNDERSIGNED (HEREINAFTER "GUARANTORS"), JOINTLY AND SEVERALLY, HEREBY PERSONALLY GUARANTEE PAYMENT OF ANY AND ALL AMOUNTS AS MAY BE OWED TO POOL BY CUSTOMER WHETHER OR NOT SUCH AMOUNTS EXCEED STATED CREDIT LIMITS, AS WELL AS ALL LEGAL FEES AND EXPENSES INCURRED IN CONNECTION THEREWITH. THIS SHALL BE A CONTINUING UNCONDITIONAL PERSONAL GUARANTEE AND OBLIGATES ME/US WITH AND TO THE SAME EXTENT AS CUSTOMER, AND THESE OBLIGATIONS SHALL BE BINDING ON THE HEIRS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS OF THE UNDERSIGNED. IN THE EVENT POOL, FOR ANY REASON (INCLUDING BUT NOT LIMITED TO BANKRUPTCY PREFERENCES) IS REQUIRED TO REPAY OR DISGORGE ANY AMOUNTS RECEIVED BY IT FROM CUSTOMER, THEN THE LIABILITY OF GUARANTORS UNDER THIS GUARANTEE, WITH RESPECT TO SUCH AMOUNTS, SHALL BE REINSTATED. THE UNDERSIGNED GUARANTORS EXPRESSLY WAIVE NOTICE OF ACCEPTANCE OF THIS GUARANTEE AND PROMPTNESS, PRESENTMENT, DEMAND, PROTEST, AND NOTICE OF DISHONOR OF THE OBLIGATIONS HEREBY GUARANTEED. I/WE AUTHORIZE POOL TO OBTAIN ANY PERSONAL CREDIT INFORMATION ABOUT THE UNDERSIGNED FROM ANY SOURCE, INCLUDING CREDIT REPORTING AGENCIES OR BUREAUS. THIS GUARANTY SHALL CONTINUE IN EFFECT UNTIL THE UNDERSIGNED HAS NOTIFIED POOL IN WRITING OF ITS CANCELLATION BUT SUCH CANCELLATION SHALL NOT ALTER ANY OBLIGATIONS OF THE UNDERSIGNED INCURRED PRIOR TO RECEIPT BY POOL OF SUCH NOTICE. SUCH NOTICE MUST BE SENT VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED TO POOL CORPORATION, ATTN: CREDIT DEPT, 109 NORTH PARK BLVD., 4TH FLOOR, COVINGTON LA. 70433.

SIGNATURE \_\_\_\_\_, individually    PRINTED NAME \_\_\_\_\_    DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_, individually    PRINTED NAME \_\_\_\_\_    DATE \_\_\_\_\_

**INTERNAL USE ONLY:**

SALES CENTER MANAGER APPROVAL: _____ SC#: _____	CREDIT DEPT APPROVAL: _____ DATE: _____
CREDIT LIMIT REQUESTED: \$ _____ DATE: _____ ACCT # _____	TERMS CODE: _____ CREDIT LIMIT: \$ _____
COMMENTS:	COMMENTS:

# TERMS AND CONDITIONS OF SALE

**GENERAL.** The term "Pool" or "Seller" shall refer to Pool Corporation and its subsidiaries and d/b/a(s) now existing or which may exist in the future, including, without limitation, SCP Distributors LLC, Superior Pool Products, LLC, Poolfx Supply LLC, Horizon Distributors, Inc., NPT, Lincoln Aquatics and Metro Irrigation Supply, POOLFX Supply LLC and Jet Line. The term "Customer" or "Buyer" shall mean that person or entity executing this Business Application and Agreement (this "Application"). All sales made by Seller, regardless of what internal account number(s) Seller records the sales under and/or assigns to Buyer, are subject to the terms and conditions (these "Terms and Conditions") contained in this Application, which shall prevail over any inconsistent terms of Buyer's purchase order or any other documents. No terms and conditions in any way altering or modifying these Terms and Conditions shall be binding upon Seller unless they are specifically authorized in writing by Seller's authorized representative. No modification or alteration of these Terms and Conditions shall result by Seller's shipment of goods following receipt of Buyer's purchase order or other documents containing provisions, terms or conditions in addition to, in conflict with, or inconsistent with these Terms and Conditions. There are no terms, conditions, understandings or agreements between Seller and Buyer other than those stated herein, and all prior proposals and negotiations between Seller and Buyer are merged herein.

**SECURITY AGREEMENT; FINANCING STATEMENT.** In order to secure the prompt and complete payment and performance of all obligations hereunder and all other present and future obligations owed by Buyer to Seller, including, without limitation, all amounts owed for the purchase price of the Goods purchased hereunder, Buyer hereby pledges and grants to Seller a continuing security interest in all of Buyer's rights, title and interest in all inventory, equipment, accounts, assets, accounts receivable and/or depository accounts, as well as all product, equipment, inventory and other merchandise purchased by Buyer from Seller, whether any of the foregoing is now owned or hereafter acquired, all records of any kind relating to the any of the foregoing, and the products, proceeds and insurance proceeds thereof. Buyer acknowledges and agrees that this Application shall constitute a security agreement and hereby authorizes Seller to file all appropriate financing statements, which may include attachment of this Application thereto, to perfect Seller's security interest as set forth herein. Upon failure of payment hereunder, Seller may exercise any rights and privileges available under applicable law, including, without limitation, all rights and remedies under the Uniform Commercial Code, in addition to all the rights and remedies available hereunder. The Uniform Commercial Code of the State of Delaware shall govern this provision.

**PRICES.** Price quotations made by Seller are subject to change without notice, unless otherwise provided by Seller in writing, and all quotations expire and become invalid if not accepted within thirty (30) days from the date of issue. Any change in quantities or destination may result in a price adjustment by Seller. Price extensions when made are for Buyer's convenience only, and they, as well as any mathematical, stenographic or clerical errors, are subject to correction by Seller. Price quotations do not include any sales, excise or other governmental tax or charge payable by Seller to federal, state or local authorities. Any taxes now or hereafter imposed upon sales to Buyer will be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or to provide Seller with an acceptable tax exemption certificate. All payments for Goods must be made in United States currency unless otherwise specified in writing by Seller. Payments of Goods will be made by such means as Seller may specify, such as by check or wire transfer, provided that Seller may refuse, in its sole discretion, payment by any means, including without limitation, credit cards. Unless otherwise agreed to by Seller in writing, Buyer agrees that Seller shall be permitted to apply all payments to Buyer's balance at Seller's sole discretion, including without limitation to oldest invoices first.

**DELIVERY.** Seller shall not be liable for delay or default in delivery. Shipment of Goods shall be F.O.B. point of shipment. All responsibility of Seller ceases upon delivery of the Goods to a common or independent carrier, to the Buyer, or to a specified location, at which time all risk of loss is transferred to Buyer. Seller shall not be liable to Buyer for Goods that are damaged or lost while in the possession of a common carrier, and it will be Buyer's responsibility to recover any and all losses from damage directly from the carrier. In the event Seller is not using a common or independent carrier to deliver Goods, but is itself delivering said Goods, Buyer shall provide Seller the location to which delivery is to be made. Buyer hereby authorizes Seller to make delivery at such location without Buyer or a representative of Buyer being present at such location to physically receive, or sign for, said Goods, and Buyer acknowledges that upon such delivery, Seller shall be deemed to have "delivered" said Goods or to have "tendered delivery" of said Goods and Buyer shall be deemed to be in "receipt of said Goods" at which time all risk of loss transfers to Buyer. Once Seller delivers said Goods to the specified location, even if Buyer or a representative of Buyer is not present, Buyer shall assume full responsibility for the Goods, and under no circumstance shall Seller be liable to Buyer for Goods that are damaged or lost while at such location. Seller does not insure shipments beyond the point of delivery to common or independent carriers or to a specified location, as the case may be. For packing and shipping convenience, it will be necessary to ship certain items unassembled. Reassembly of such equipment is the sole responsibility of Buyer. All quotations and agreements are subject to delay caused by the happening of some event beyond Seller's reasonable control, including, but not limited to, governmental action, strikes or other labor troubles, fire, damage or destruction of goods, manufacturers' shortages, inability to obtain materials, fuels or supplies, acts of God or any other circumstance whatsoever beyond Seller's control.

**CANCELLATIONS AND RETURNS.** Orders for Goods or parts of special design, size or materials are not subject to cancellation, and any refusal to accept delivery of these products will result in forfeiture of any deposit(s) received by Seller, and all freight charges involved will be invoiced to the Buyer, in addition to all other remedies available to Seller. No credit for Goods returned by Buyer shall be given without Seller's written authorization. All returns are subject to a restocking charge. No claim for shortage of Goods or damage to Goods shall be allowed unless Buyer, within five (5) days after receipt of shipment, gives Seller written notice of the claim for shortage or damage and in such written notice fully describes the shortage and/or damage alleged. ALL SALES ARE FINAL, and any returns allowed are strictly at the discretion of Seller and pursuant to this section.

**DEFAULT.** Buyer agrees to pay Seller all costs and expenses of collections, including actual costs of a third party collector/collection agency, and suit or other legal action, including actual attorneys' fees, whether incurred pre-suit, through trial, on appeal, and all costs of execution of any judgment rendered against Buyer or in any administrative proceedings brought by Buyer or on its behalf. If the rate of applicable service charge provided for herein shall exceed the maximum allowed by applicable law, Buyer shall be liable for the maximum rate/amount allowed by applicable law. In the event either party institutes litigation related to these Terms and Conditions or the sale or use of Goods, the parties hereby designate the federal and state courts in the jurisdiction where the sale by Seller to Buyer occurred as the proper forum and venue for such litigation.

**SAFETY INFORMATION.** Buyer acknowledges that Goods sold by Seller may contain a safety information package supplied by the Manufacturer of the Goods. Buyer agrees to provide any such safety information to the person or entity to whom Buyer sells, assigns or transfers the Goods and to thoroughly review same with them. Buyer will make every effort to install any "no diving" and other safety signage as illustrated in the instructions included in the safety package.

**INDEMNITY.** Buyer agrees to defend, indemnify, and hold Seller harmless from and against any and all claims of any kind or nature (whether based in tort, contract or otherwise) resulting directly or indirectly from the purchase of Goods by Buyer from Seller or the use or consumption of such Goods by any third party, as well as all other actions or inactions of Buyer, its agents, employees and all others acting on its behalf or at its direction related thereto. For the purpose of this provision, the term "Seller" includes Seller, all parent, subsidiary and related entities, as well as their past, present and future officers, directors, agents, employees, insurers and all for whom they are responsible. This INDEMNITY provision shall survive any termination of this Application.

**RIGHT OF SET-OFF.** Seller retains a right of set-off to deduct from any amount owed by Seller to Buyer any amount or the reasonable value of any obligation (including trade credits and rebates) owed by Buyer to Seller or to become due to Seller.

**REFORMATION/SEVERABILITY.** If any provision of this Application, or its application to any person or circumstance, shall at any time or to any extent be held invalid, illegal, or unenforceable in any respect as written, Seller and Buyer intend that such provision be modified or limited so as to render it valid and enforceable to the fullest extent permitted by law. Any such provision that is not susceptible of such reformation shall be ignored so as not to affect any other provision of this Application, and the remainder of this Application shall not be affected thereby and each provision of this Application shall be valid and enforceable to the fullest extent permitted by law.

**WAIVER OF WARRANTIES.** Goods sold by Seller are warranted and guaranteed only by the original manufacturer of such Goods to the extent and in the manner warranted and guaranteed by the manufacturer. ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF REDHIBITION, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR OR ORDINARY PURPOSE. SELLER'S LIABILITY HEREUNDER, AND BUYER'S EXCLUSIVE REMEDIES HEREUNDER, EITHER IN CONTRACT OR IN TORT, INCLUDING BUT NOT LIMITED TO FOR BREACH OF WARRANTY OR FOR NEGLIGENCE, ARE EXPRESSLY LIMITED TO THE COST OF THE GOODS SOLD BY GIVING CREDIT OR REPLACEMENT. SELLER MUST BE GIVEN WRITTEN NOTICE IDENTIFYING THE DEFECTIVE GOODS AND SPECIFYING THE DEFECT WITHIN TEN (10) DAYS AFTER RECEIPT OF THE GOODS BY BUYER. SELLER MUST ALSO BE GIVEN THE OPPORTUNITY TO INSPECT THE DEFECTIVE GOODS, AND IF REQUESTED BY SELLER, THE GOODS MUST BE RETURNED TO SELLER. FAILURE TO GIVE REQUIRED NOTICE WITHIN THE TIME PROVIDED, OR FAILURE TO RETURN DEFECTIVE GOODS TO SELLER FOLLOWING SELLER'S REQUEST, CONSTITUTES A WAIVER OF ALL CLAIMS AGAINST SELLER. SELLER'S RESPONSIBILITY TO GIVE CREDIT OR REPLACEMENT IS LIMITED TO THE EXTENT THAT SELLER IS ABLE TO OBTAIN EQUIVALENT CREDIT OR REPLACEMENT FROM THE ORIGINAL MANUFACTURER OF SUCH GOODS. BUYER AND SELLER AGREE THAT SELLER SHALL NOT BE LIABLE DIRECTLY OR INDIRECTLY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES IN ANY WAY ARISING FROM THE SALE, HANDLING, INSTALLATION OR USE OF THE GOODS SOLD OR FROM ANY OTHER BREACH OF THIS AGREEMENT. It is Buyer's responsibility to ensure that the Goods are the ones that it has requested and that all specifications and quantities are correct. SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY AND WARRANTIES THAT GOODS CONFORM TO ANY SPECIFICATIONS, DRAWINGS, DESIGNS, OR SAMPLES.

Receipt or acceptance of the Application by Seller does not guaranty that credit will be extended. Seller reserves the right to refuse to extend credit and to modify or terminate credit within its sole discretion. If Buyer fails to comply with these Terms and Conditions, or if Buyer's credit becomes unsatisfactory in Seller's sole discretion, Seller reserves the right to terminate or restrict any order upon notice to Buyer. Buyer certifies that it is solvent and that it will immediately advise Seller if it becomes insolvent. Buyer agrees to send Seller written notice of any changes in the name, address, form of ownership, state of organization or tax identification number of Buyer within five (5) days of such changes. Such changes may require Buyer to submit an updated Application. Buyer and Seller agree and intend that there are no third party beneficiaries to this Agreement and that Buyer and Seller are the sole intended beneficiaries of this Agreement.