

# Account Application Form

## Business Information:

Full Business Name: \_\_\_\_\_

Trading Name: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Website: \_\_\_\_\_

Business Structure:  Limited Company  Partnership  Sole Trader Other: \_\_\_\_\_

Business Activity: (e.g. Pharmacy, Physiotherapist) \_\_\_\_\_

## Ownership Information: Please list the full name and address of the owner, partners or directors

First Name	Surname	Residential Address
_____	_____	_____
_____	_____	_____

## Contact Information:

First Name	Surname	Job Title	Email Address
_____	_____	_____	_____
_____	_____	_____	_____

## Trade References:

Company	Contact Name	Customer #	Phone Number	Account Open Since
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

## Confirmation of information accuracy and release of authority to verify

I hereby certify that the information in this credit application is correct. The information included in this credit application is for use by Allied Medical Limited in determining the amount and conditions of credit to be extended. Further I hereby authorise the trade references listed in this credit application to release the information necessary to assist Allied Medical Limited in establishing this line of credit. By signing my name, I agree to the terms and conditions on the back of this form.

Signature	Name	Position	Date
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Please fax to 09 415 1686 or email to [accounts@alliedmedical.co.nz](mailto:accounts@alliedmedical.co.nz)

Thank you for completing this form - we'll let you know quick smart when your account is open!

## FOR OFFICE USE ONLY:

<input type="checkbox"/> Introduction Letter	<input type="checkbox"/> Opt In Marketing	<input type="checkbox"/> Email Salesperson
<input type="checkbox"/> Identifier Confirmed	<input type="checkbox"/> Website Login ( Y / N )	
Type of Account:	<input type="checkbox"/> 7 Day A/C	<input type="checkbox"/> 20th Month A/C

## ALLIED MEDICAL TERMS AND CONDITIONS

### DEFINITIONS

- 1.1. "AML" shall mean Allied Medical Limited its successors and assigns.
- 1.2. "Customer" shall mean the Customer (or any person acting on behalf of and with the authority of the Customer) as described on any quotation, invoice or other form as provided by AML to the Customer.
- 1.3. "Goods" shall mean Goods supplied by AML to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and includes Goods described on any invoices, quotation, or any other forms as provided by AML to the Customer.
- 1.4. "Services" shall mean all services supplied by AML to the Customer (and where the context so permits shall include any supply of Goods as defined above).
- 1.5. "Price" shall mean the price payable for the Goods as agreed between AML and the Customer in accordance with clause 3 of this contract.

### ACCEPTANCE

- 2.1. Any instructions received by AML from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by AML shall constitute acceptance of the terms and conditions contained herein.
- 2.2. Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.
- 2.3. Upon acceptance of these terms and conditions by the Customer the terms and conditions are binding and can only be amended with the written consent of AML.
- 2.4. The Customer shall give AML not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer or any change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number, or business practice). The Customer shall be liable for any loss incurred by AML as a result of the Customer's failure to comply with this clause.

### PRICE AND PAYMENT

- 3.1. At AML's sole discretion the Price shall be either:
  - (a) as indicated on invoices provided by AML to the Customer in respect of Goods supplied; or
  - (c) AML's quoted Price (subject to clause 3.2) which shall be binding upon AML provided that the Customer shall accept AML's quotation in writing within 30 days. The Customer shall be liable for any order placed by AML with AML's suppliers due to the Customer's acceptance of the quotation.
- 3.2. AML reserves the right to change the Price in the event of a variation to AML's quotation.
- 3.3. At AML's sole discretion a deposit may be required.
- 3.4. At AML's sole discretion:
  - (a) payment shall be due on delivery of the Goods, or
  - (b) payment shall be due before delivery of the Goods, or
  - (d) payment for approved Customer's shall be due twenty (20) days following the end of the month in which a invoice is issued to the Customer.
- 3.5. Payment will be made by cash, or by cheque, or by bank cheque, or by Visa or MasterCard, or by direct credit, or by EFTPOS, or by any other method as agreed to between the Customer and AML. All credit card payments will incur a 3% surcharge.
- 3.6. GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

### DELIVERY OF GOODS

- 4.1. At AML's sole discretion delivery of the Goods shall take place when:
  - (a) the Customer takes possession of the Goods at AML's address; or
  - (b) the Customer takes possession of the Goods at the Customer's nominated address (in the event that the Goods are delivered by AML or AML's nominated carrier); or
  - (d) the Customer's nominated carrier takes possession of the Goods in which event the carrier shall be deemed to be the Customer's agent.
- 4.2. At AML's sole discretion the costs of delivery and any call out fees are:
  - (a) in addition to the Price, or
  - (b) for the Customer's account.
- 4.3. The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then AML shall be entitled to charge a reasonable fee for redelivery.
- 4.4. Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.
- 4.5. AML may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
- 4.6. The failure of AML to deliver shall not entitle either party to treat this contract as repudiated.
- 4.7. AML shall not be liable for any loss or damage whatever due to failure by AML to deliver the Goods (or any of them) promptly or at all.

### RISK

- 5.1. If AML retains ownership of the Goods nonetheless, all risk for the Goods passes to the Customer on delivery.
- 5.2. If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, AML is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by AML is sufficient evidence of AML's rights to receive the insurance proceeds without the need for any person dealing with AML to make further enquiries.

### TITLE

- 6.1. AML and Customer agree that ownership of the Goods shall not pass until:
  - (a) the Customer has paid AML all amounts owing for the particular Goods, and
  - (b) the Customer has met all other obligations due by the Customer to AML in respect of all contracts between AML and the Customer.
- 6.2. Receipt by AML of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then AML's ownership or rights in respect of the Goods shall continue.
- 6.3. It is further agreed that:
  - (a) where practicable the Goods shall be kept separate and identifiable until AML shall have received payment and all other obligations of the Customer are met; and
  - (b) until such time as ownership of the Goods shall pass from AML to the Customer AML may give notice in writing to the Customer to return the Goods or any of them to AML. Upon such notice being given the rights of the Customer to obtain ownership or any other interest in the Goods shall cease; and
  - (c) the Customer is only a bailee of the Goods and until such time as AML has received payment in full for the Goods then the Customer shall hold any proceeds from the sale or disposal of the Goods on trust for AML; and
  - (d) until such time that ownership in the Goods passes to the Customer, if the Goods are converted into other products, the parties agree that AML will be the owner of the end products; and
  - (e) if the Customer fails to return the Goods to AML then AML or AML's agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises where the Goods are situated as the invitee of the Customer and take possession of the Goods, and AML will not be liable for any reasonable loss or damage suffered as a result of any action by AML under this clause.

### PERSONAL PROPERTY SECURITIES ACT 1999 ("PPSA")

- 7.1. Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:
  - (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
  - (b) a security interest is taken in all Goods previously supplied by AML to the Customer (if any) and all Goods that will be supplied in the future by AML to the Customer.
- 7.2. The Customer undertakes to:
  - (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which AML may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
  - (b) indemnify, and upon demand reimburse, AML for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;
  - (c) not register a financing change statement or a change demand without the prior written consent of AML; and
  - (d) immediately advise AML of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 7.3. AML and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 7.4. The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 7.5. Unless otherwise agreed to in writing by AML, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.8.6. The Customer shall unconditionally ratify any actions taken by AML under clauses 7.1 to 7.4.

### CUSTOMER'S DISCLAIMER

- 8.1. The Customer hereby disclaims any right to rescind, or cancel any contract with AML or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Customer by AML and the Customer acknowledges that the Goods are bought relying solely upon the Customer's skill and judgement.

### DEFECTS

- 9.1. The Customer shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify AML of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford AML an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which AML has agreed in writing that the Customer is entitled to reject, AML's liability is limited to either (at AML's discretion) replacing the Goods or repairing the Goods.
- 9.2. Goods will not be accepted for return other than in accordance with 10.1 above.

### WARRANTY

- 10.1. Subject to the conditions of warranty set out in Clause 10.2 AML warrants that if any defect in any workmanship of AML becomes apparent and is reported to AML within seven (7) days of the date of delivery (time being of the essence) then AML will either (at AML's sole discretion) replace or remedy the workmanship.
- 10.2. The conditions applicable to the warranty given by Clause 10.1 are:
  - (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
    - (iii) failure on the part of the Customer to properly maintain any Goods; or
    - (iv) failure on the part of the Customer to follow any instructions or guidelines provided by AML; or
    - (v) any use of any Goods otherwise than for any application specified on a quote or order form; or
    - (vi) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
    - (vii) fair wear and tear, any accident or act of God.
  - (b) the warranty shall cease and AML shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without AML's consent.
  - (c) in respect of all claims AML shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim.
- 10.3. For Goods not manufactured by AML, the warranty shall be the current warranty provided by the manufacturer of the Goods. AML shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.
- 10.4. AML shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.

### CONSUMER GUARANTEES ACT 1993

- 11.1. If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by AML to the Customer.

### INTELLECTUAL PROPERTY

- 12.1. Where AML has designed, drawn or written Goods for the Customer, then the copyright in those designs and drawings and documents shall remain vested in AML, and shall only be used by the Customer at AML's discretion.
- 12.2. The Customer warrants that all designs or instructions to AML, including any software supplied by the Customer, will not cause AML to infringe any patent, registered design, trademark or copyright in the execution of the Customer's order and the Client agrees to indemnify AML against any action taken by a third party against AML in respect of any such infringement.
- 12.3. All information prepared by AML including, without limitation, customised pricing, proposals, catalogues, and images, are the intellectual property of AML and cannot be copied, altered or distributed without AML's prior written consent.

### DEFAULT

- 13.1. Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgement.
- 13.2. If the Customer defaults in payment of any invoice when due, the Customer shall indemnify AML from and against all costs and disbursements incurred by AML in pursuing the debt including legal costs on a solicitor and own client basis and AML's collection agency costs.
- 13.3. Without prejudice to any other remedies AML may have, if at any time the Customer is in breach of any obligation (including those relating to payment), AML may suspend or terminate the supply of Goods or Services to the Customer. AML will not be liable to the Customer for any loss or damage the Customer suffers because AML has exercised its rights under this clause.
- 13.4. Without prejudice to AML's other remedies at law AML shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to AML shall, whether or not due for payment, become immediately payable in the event that:
  - (a) any money payable to AML becomes overdue, or in AML's opinion the Customer will be unable to meet its payments as they fall due; or
  - (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

### CANCELLATION

- 14.1. AML may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice AML shall repay to the Customer any sums paid in respect of the Price. AML shall not be liable for any loss or damage whatever arising from such cancellation.
- 14.2. In the event that the Customer cancels delivery of Goods the Customer shall be liable for any loss incurred by AML (including, but not limited to, any loss of profits) up to the time of cancellation.

### PRIVACY ACT 1993

- 15.1. The Customer and the Guarantor/s (if separate to the Customer) authorises AML to:
  - (a) collect, retain and use any information about the Customer, for the purpose of assessing the Customer's creditworthiness or marketing products and services (or third party products and services) to the Customer; and
  - (b) disclose information about the Customer, whether collected by AML from the Customer directly or obtained by AML from any other source to:
    - (i) any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer; or
    - (ii) any third party for the purposes of marketing of products and services. AML agrees that the supply of such data to third parties shall cease immediately upon request by the Customer.
- 15.2. Where the Customer and/or Guarantors are an individual the authorities under clause 15.1 are authorities or consents for the purposes of the Privacy Act 1993.
- 15.3. The Customer and/or Guarantors shall have the right to request AML for a copy of the information about the Customer and/or Guarantors retained by AML and the right to request AML to correct any incorrect information about the Customer and/or Guarantors held by AML.
- 15.4. The Customer authorises AML to receive notification via the Customer's computer system (or server) of any issues with, or renewals required for, the operation the computer system.

### GENERAL

- 16.1. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 16.2. These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
- 16.3. AML shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by AML of these terms and conditions.
- 16.4. In the event of any breach of this contract by AML the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Price of the Goods.
- 16.5. The Customer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Customer by AML.
- 16.6. AML may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 16.7. AML reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which AML notifies the Customer of such change.
- 16.8. The provisions of the Contractual Remedies Act 1979 shall apply to this contract as if section 15(d) were omitted from the Contractual Remedies Act 1979.
- 16.9. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- 16.10. The failure by AML to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect AML's right to subsequently enforce that provision.