

MEDIESSENCE LIMITED

CREDIT ACCOUNT APPLICATION FORM

ACCOUNT TITLE:		ACCOUNT PERSON:	
STREET ADDRESS:		TELEPHONE NO:	
POSTAL ADDRESS:		FAX NO:	
EMAIL ADDRESS:			

Please provide an email for future PPSA correspondence.

REGISTERED COMPANY		INCORPORATED SOCIETY		SOLE TRADER		PARTNERSHIP*		TRUST*	
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Tick which is applicable

* PLEASE PROVIDE CERTIFIED PARTNERSHIP DEED/TRUST DEED

OTHER (Please State)					
TRADE NAME (If any)					
REGISTERED NAME					
DATE OF INCORPORATION		COMPANY NO.			
SOLE TRADER(S) NAME AND HOME ADDRESS					
PREVIOUS ADDRESS IF LESS THAN THREE YEARS					
NATURE OF BUSINESS					
PRINCIPAL OFFICERS (Of Company, Partnership, Society, Trustee(s))					
NAME:		POSITION:		DATE OF BIRTH:	
NAME:		POSITION:		DATE OF BIRTH:	
NAME:		POSITION:		DATE OF BIRTH:	
* (Only required if not a registered company) PLEASE PROVIDE CERTIFIED VERIFICATION eg Birth/Marriage Certificate, Passport or Drivers Licence					
PLEASE SHOW 3 CREDIT REFERENCES (Full Company Name, NOT Bankers, Bankcards or Government Departments):					
(1)		BRANCH:		PHONE:	
(2)		BRANCH:		PHONE:	
(3)		BRANCH:		PHONE:	

I/WE HAVE READ MEDIESSENCE LIMITED TERMS AND CONDITIONS AND AGREE TO ABIDE BY THEM.					
I/WE HAVE THE AUTHORITY TO SIGN THIS APPLICATION ON BEHALF OF THE ABOVE APPLICANT.					
SIGNATOR'S NAME:			POSITION:		
APPLICANT'S SIGNATURE:			DATE:		

MEDIESSENCE LIMITED TERMS OF TRADE ATTACHED.

Mediessence Limited ("The Company") – Standard Terms and Conditions of Trade

1. **Price.** Unless expressly quoted, the prices are based on The Company price list and are subject to change without notice. Every effort will be made to advise Customers in advance. All prices are stated inclusive of Goods and Services Tax and exclusive of freight charges unless otherwise stated.

2. **Payment.** For approved credit account customers, payment in full is required for all goods and services provided by the 20th of the month following. For all other customers, payment in full is required before the goods will be despatched. The receipt of a cheque or other negotiable instrument by The Company shall not constitute payment and the Customer shall remain liable for the price of the goods until such cheque or negotiable instrument is paid in full. The purchase price shall be paid without deduction.

3. **Default interest.** Interest at 2% above the base-lending rate from time to time charged to the Company by its principal banker calculated on a monthly basis shall be payable on any moneys outstanding under this agreement. This will not prejudice any other rights available to the Company and in particular the Customer shall be liable for any legal or other collection costs on overdue accounts. The imposition of the default interest does not imply the granting of any extension of credit.

4. **Delivery.** Deliveries will only be despatched to a street address and not to a post office box address. Orders of \$250 or more inclusive of GST, will be delivered freight free. Freight will be subject to the prices applying from our freight company at the time. Deliveries to rural areas may take longer for delivery.

5. **Delay.** The Company will use its best endeavours to make delivery at the time specified in the Customer's order (if specified) but shall not be responsible for delays or defaults in delivery of goods and services or any part of them nor for any resulting direct or consequential loss or damage where this arises for reasons beyond the Company's control. The Customer's payment obligations shall not be affected by such delay.

6. **Risk.** Risk of any loss, damage or deterioration of or to goods shall be borne by the Customer from delivery of the goods.

7. **Claims and Returns.** Products sold by the Company are on the basis of firm sale only. Care must be taken to ensure required quantities and goods description is correct, when ordering. The Company policy on the issue of credit notes against claims provides that credit notes will only be issued for the following reasons:

- (a) faulty goods
- (b) incorrect pricing
- (c) delivery shortages
- (d) supply of incorrect goods

Claims must be made within 2 days of the receipt of the order. Goods not notify after this time period will not qualify for any credit or refund. Credit notes will not be issued unless the Customer provides appropriate invoice number(s). Permission to return any goods by the Customer must be obtained from the Company in advance. Only goods in good order and condition will be accepted.

8. **Security.** The Customer:

8.1 Grants the Company a security interest in the goods supplied by the Company to the Customer pursuant to this Contract, and all of the Customer's present and future rights in relation to the goods, which interest shall be a continuing security interest securing the contract price payable by the Customer, and the performance of all the Customer's obligations, under this Contract.

8.2 The Customer acknowledges that the Company may register the Company's security interest in all the goods supplied by the Company to the Customer pursuant to this Contract, and all of the Customer's present and future rights in relation to the goods, on the Personal Property Securities Register.

8.3 Shall do all things and provide all information as required by the Company to ensure the Company has a perfected first ranking security interest in the goods and any proceeds.

8.4 Ensure that all information provided by it and on its behalf is true and accurate.

8.5 Shall ensure that all the goods are kept separate and identifiable at all times and shall exercise all reasonable care in the storage and handling of the goods.

8.6 Shall not permit goods supplied under this Contract to become accession to any property; to be affixed to any land or premises; any lien to be created on the goods or any part for whatever reason; any charge, assignment, mortgage, encumbrance or security interest to attach to this Contract; any charge, assignment, mortgage, encumbrance or security interest (other than our security interest) to attach to, nor shall the Customer sell, offer for sale, pledge, lend or otherwise deal with or part with possession or control of, the goods supplied under this Contract or any part of them.

8.7 The Company may allocate amounts received from the Customer in any manner it determines, including in any manner required to preserve any purchase money security it has in the goods.

9. **Personal Property Securities Act 1999 ("PPSA").** The Customer:

9.1 Agrees that if at any relevant time, the Company does not have priority over all the other secured parties in respect of the goods supplied under this Contract, the parties will have contracted out of section 109(1) of the PPSA specifically on the basis that section 109(1) (amended however by the deletion of the words "with priority over all other secured parties") is reinstated and contracted back into;

9.2 Agrees that nothing in sections 114(1)(a), 116, 117(1)(c), 119, 120(2), 133 and 134 of the PPSA will apply to this Contract or the security under this Contract;

9.3 Waives all rights under sections 121, 125, 129, 131, 132 of the PPSA;

9.4 Waives its right to receive a copy of the verification statement relating to the security interest under this Contract;

9.5 "accession", "attach", "verification statement", and "security interest" have the meanings given to them under the PPSA law.

10. **Property.** Property (being both legal and equitable title) in the goods shall be retained by the Company until the purchase price of the goods has been paid in full.

11. **Consumer Guarantees Act 1993.** The Customer shall not do any act or make any omission, which gives rise or might give rise to any liability on the part of the Customer and/ or the Company under the Consumer Guarantees Act 1993.

12. **Holding Out.** The Customer shall not hold itself out as a servant or agent of the Company to any third party and will not do any act or make any omission which has or is likely to have that effect.

13. **Indemnity.** The Customer shall indemnify the Company in respect of any liability (including legal costs and expenses on a solicitor own client basis) incurred as a result of the Customer's breach of any clauses 11 or 12.

14. **Default.** If the Customer is in default through non payment for goods and services supplied, or commits any act of bankruptcy, or enters into any composition or arrangement with its creditors (in the case of a company), or enters into liquidation or receivership, then the Company without prejudice to any other rights it has may suspend trading with the Customer and repossess any goods. In repossessing any goods the Company's employees or agents may enter the premises of the Customer and the Customer shall indemnify the Company for any liability in respect of damage caused in doing so.

15. **Standard Conditions Prevail.** In the case of any conflict between any order submitted by the Customer and these Standard Terms and Conditions of Trade, these standard conditions shall prevail.

16. **Customer Representations.** The Customer acknowledges that any representations made by it have been made to the Company to enable it to determine whether or not to supply any goods or services to the Customer and confirms that these representations are true and complete.

17. **Enquiries and Disclosures.** The Customer irrevocably authorises the Company to make enquiries to various institutions and parties relative to the Customer's credit or trading history, or that of any officers, shareholders or principals of the Customer, which it considers necessary. The Customer requests and authorises the various institutions and parties to supply such information to the Company.

18. **Privacy Act Information.** The Customer acknowledges that all information provided by it or obtained by the Company will be held by the Company subject to the Customer's right (if any) of access to and correction of such information provided by the Privacy Act 1993.

19. **Liability.** In any case, where the goods or services are being purchased for use in business or resupply in trade or where the Customer is not a consumer within the meaning of the Consumer Guarantees Act 1993, the liability of the Company in respect of all claims for loss, damage or injury arising from breach of any of the Company's obligations, or from any negligence on the part of the Company, its servants, agents or contractors shall not in aggregate exceed the price of the goods or services in respect of which the liability is claimed.

20. **No Assignment.** The Customer may not assign all or any part of its rights or obligations under any contract without the prior written consent of the Company. A change in ownership or control whether direct or indirect is an assignment for the purposes of this clause.

21. **General Terms.**

21.1 The Company will not accept any liability of any nature for product complaints or losses that may occur as a result of further processing of the goods except in accordance with the Company's written instructions. Liability in such case will be limited to that as per clause 19 above.

21.2 All goods and services supplied by the Company are subject to the laws of New Zealand and the Company takes no responsibility for changes in the law, which affect the goods and services supplied.

21.3 The Company reserves the right to review these Standard Terms and Conditions of Trade at any time and from time to time. If following any such review, there is to be change in such Standard Terms and Conditions of Trade, that change will take effect from the date on which the Company notifies the Customer of such change.

21.4 In the event of any breach of this contract by the Company, the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of the Company exceed the price of the goods.

21.5 If any provision of these terms of trade shall be invalid, void or illegal or unenforceable, the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

21.6 The Company shall be under no liability whatever to the Customer for any indirect loss and/ or expense (including loss of profit).