

APPLICATION FOR SUPPLY OF PRODUCT AT WHOLESALE PRICE

Please **PRINT** clearly. Please note this is **not** a credit application.

(If you do not wish to pay by credit card at the time each order is placed, please complete our separate credit application.)

Given Name: _____ Surname: _____

Home Address: _____ Suburb: _____ State: _____ PostCode: _____

Phone (Bus): _____ (Home): _____

Mobile: _____ Fax: _____

Email (**Accounts**): _____

Email (**eNews/Monthly Specials**): _____

Business Details

Trading Name: _____

Nature of Business: (e.g. Health Food Store, Private Clinic, Online Retail) _____

ABN: _____ / _____ / _____ / _____

Mailing Address

_____ State: _____ PostCode: _____

Delivery Address (If different from above)

_____ State: _____ PostCode: _____

Special Delivery Instructions: (e.g. "OK to leave delivery at back door if not at home")

Health Practitioner 'Type' (if applicable, e.g. Naturopath): _____

Professional Association Membership Details

Association Name _____ Membership Number _____ TGA Number _____

Please Include a Copy of your Association Membership, TGA Certificate and Photocopy of Your Qualification with this Application.

Osborne Health Supplies keep clients fully informed via a free monthly newsletter which contains information on special monthly deals, new products, seminars and issues of relevance to our industry. Unless advised otherwise, we will post our newsletter to your mailing address.

Please tick here if you agree to receive our Monthly Specials and Newsletter via email.

Please tick here if you agree to receive all other marketing information via email.

I certify that the information given above is true and correct.

Signature _____ **Date** _____

TERMS AND CONDITIONS OF TRADE & CREDIT

Updated June 2018

To the fullest extent legally possible all dealings between the Supplier and any Customer relating to the supply of any Goods are subject to the following Terms and Conditions of Trade and Credit ("**these Terms**") unless otherwise agreed in writing:-

1) ORDERS: The Customer agrees that:

- (a) Each order placed shall be deemed to include a representation that the Customer is solvent and able to pay all of its debts as and when they fall due.
- (b) Receipt by the Supplier of any Customer order will be deemed to be acceptance by the Customer of these terms of trade, despite anything to the contrary in the Customer's order.
- (c) The prices for Goods are those shown on the invoice at the time of the order, less any discounts negotiated and agreed in writing by the Supplier. The Customer must also pay any freight, taxes, duties or fees which may be applicable, including GST.
- (d) Where prices are specified on a Supplier price list, such prices are subject to variation without notice and the price charged to the Customer will be that advised on the invoice.
- (e) Out of stock items on an order will be back-ordered by the Supplier and supplied when available unless requested otherwise. Additional freight charges, if applicable, will generally apply unless the out of stock item was available but not in stock at the time of the order.
- (f) Goods are not sold on a sale or return basis.

2) PRACTITIONER ONLY PRODUCTS

Where Practitioner-Only goods are supplied, they must only be prescribed and sold by the Customer to a patient in the context of a consultation. The Customer here represents that he or she is a qualified practitioner. If the Customer is a company the Customer represents that the company engages a practitioner prescribing these products on its behalf. The Supplier may decline to supply Practitioner Only products where required to do so by the brand owner.

3) DELIVERY:

- (a) The Supplier will deliver, or arrange delivery of the Goods, to the delivery address specified on the Customer's wholesale account application form or customer record, unless otherwise specified in the Customer's order.
- (b) The Supplier will use its best endeavours to fulfil orders which have been placed with the Supplier, but will not be liable for any failure to deliver or delay in delivery.
- (c) The Supplier will pay the costs of delivery only under the conditions outlined in its general Terms of Trading and as revised from time to time (refer Product Catalogue).
- (d) Authority to Leave Goods. Where the Customer requests that the goods be left without a delivery acceptance signature being provided for the courier, the Customer assumes full responsibility for the welfare of the goods and accepts that they have been properly delivered on presentation of a written delivery confirmation from the courier.
- (d) The Customer must inspect the Goods provided by the Supplier immediately upon delivery and must, within 3 business days after the date of delivery, give written notice to the Supplier with full particulars of any claim. If the Customer fails to give notice to the Supplier in accordance with this clause then the Goods are deemed to be accepted "as is" by the customer.

4) CREDITS and RETURNS:

- (a) Any invoicing price variances must be reported by the Customer to the Supplier within 7 calendar days of the date of the invoice. Details, including invoice number should be provided in writing.
- (b) The Customer may cancel the order at any time until the order is despatched after which time the returns process must be followed.

5) RETURNS

- (a) The Customer shall not return products without the Suppliers' prior written approval. If approval is given, products received must be in new and unused condition with undamaged packaging and be returned immediately upon return approval being granted.
- (b) Short, incorrect or damaged deliveries must be reported within 7 business days from delivery of order to the Supplier's sales representative or Customer Services staff. When reporting this, please quote packing slip or invoice number and advise condition of packaging on arrival.
- (c) Any Goods which show obvious manufacturing defects must be notified in writing to the Supplier within 5 business days from receipt of the Goods.
- (d) The Customer will provide appropriate Supplier authorised documentation to accompany all returned Goods.

6) PAYMENTS

- (a) Unless otherwise agreed, payment is due from the Customer prior to dispatch of Goods.
- (b) Payments may be made by Visa, Master Card, cheque or direct bank transfer without deduction unless otherwise agreed. Amex is accepted with a 2% + gst transaction fee. (Amex only accepted if payment is made at the time of order.)
- (c) If the Supplier agrees to extend credit to the Customer, payment must be received in full by the Supplier in cleared funds by the last working day of the month following the month of invoice.
- (d) Where a Customer invoice is unpaid on the due date, the Supplier will suspend supply of goods to the Customer until all overdue amounts have been paid for in full.
- (e) Where a Customer invoice remains unpaid for more than 75 days, the Supplier reserves the right to charge interest of 0.5% per week on these outstanding balances.

(f) The Supplier may also require the Customer to pay any costs incurred by the Supplier in recovering any amounts owed to the Supplier including any amount in dispute that is subsequently required to be paid by the Customer or due to a Customer breach under these Terms.

(g) The Supplier may at its discretion demand immediate settlement of credit accounts, should the balance of the account exceed the Customer's normal trading terms.

(h) If the Supplier extends credit terms to the Customer, those credit terms may be cancelled at any time at the Supplier's sole discretion in respect of any further supply of Goods.

7) PROPERTY: Even if the Supplier grants a credit facility and/or time to pay, the Supplier supplies the Goods on the following conditions:-

- (a) Title in the goods shall not pass to the Customer until the Customer has paid in full all monies owed to the Supplier. The Supplier reserves the right to take possession and dispose of any of its Goods as it sees fit at any time until full payment is made.
- (b) The Customer grants permission to the Supplier to enter the Customer's property during normal trading hours to recover the Goods where the Customer has failed to pay any invoice 90 days after the invoice date.

8) LIMITATION OF LIABILITY: The Customer agrees to the extent permitted by law:-

- (a) The liability of the Supplier for the provision of any Goods under these Terms is limited to the replacement of the Goods.
- (b) The Supplier shall not be liable for any contingent, consequential, direct, indirect, special or punitive damages whether due to breach of contract, tort (including negligence) or otherwise and the Customer acknowledges this limit of liability and agrees to limit any claim accordingly.
- (c) No other term, condition, agreement, warranty, representation and/or understanding whether express or implied, in any way extending to, otherwise relating to or binding upon the Supplier, other than these Terms is made or given by or on behalf of the Supplier.

9) EXCLUSION: The Customer agrees that:

- (a) The Customer shall rely on its own knowledge and expertise in selecting products for any purpose, and any advice or assistance given on behalf of the Supplier shall be accepted at the Customer's risk and shall not be deemed to have been given as expert advice nor to have been relied upon.
- (c) Goods are sold subject to each and every manufacturer's trading terms and conditions and are protected by each and every manufacturer's warranty.

10) OTHER TERMS AND CONDITIONS: No terms and conditions sought to be imposed by the Customer upon the Supplier shall apply.

11) CUSTOMER RESTRUCTURE: The Customer shall notify the Supplier in writing of any change in its structure and/or management including any change in director, shareholder and/or management and/or any change in partnership or trusteeship within seven days of the date of any such change.

12) JURISDICTION: - The Customer agrees that all contracts made with the Supplier shall be deemed to be made in Victoria and the parties further agree that the contract is to be governed by the laws of Victoria.

13) CREDIT: The granting of any credit facility or nomination of any credit limit is an indication only of the Supplier's intention at the time. The Supplier may vary and/or withdraw any credit facility at any time at its discretion and without any liability to the Customer or any other party.

Corp Entity: Any customer that is a corporate entity is required to have the directors sign a guarantee and indemnity in their personal capacity. (Refer separate form.)

14) CREDIT INFORMATION: The Customer irrevocably authorises the Supplier and its servants and agents to make such enquiries as may be deemed necessary to investigate the creditworthiness of the Customer at any time, including enquiries with persons nominated as trade references. The Customer by this clause authorises the referees to disclose to the Supplier all relevant information concerning the Customer which is in the referees' possession. The Customer agrees that all relevant trading information arising from any dealings between the Customer and the Supplier may be disclosed to any interested person.

15) TRADE SAMPLES: Products provided by the Supplier to the Customer as trade samples are not for resale by the Customer.

16) DEFAULTS: Upon any default or breach of these Terms by the Customer, the Supplier may retain all monies paid, cease further deliveries, review discounting arrangements and take immediate possession of products not paid for without prejudice to any other rights the Supplier may have and without the Supplier being liable in any way to any person.

In the event that an Event of Default occurs, all amounts owing by the Customer to the Supplier will immediately become due and payable, notwithstanding the due date has not arisen.

17) SEVERABILITY: Any part of these Terms being a whole or part of a clause shall be capable of severance without affecting any other part of these Terms.

18) GOODS AND SERVICES TAX (GST): Except where any invoice of the Supplier states that any charges include an amount for GST, all charges by the Supplier will be increased by the amount of any GST that is payable on the supply of the Goods.

19) DEFINED TERMS

Customer - means the entity or its representative acquiring the Goods under these Terms.

Event of Default - A breach of these Terms by the Customer
Goods - means any goods or products of the Supplier supplied under these Terms.

GST - means any tax including any additional tax imposed on the supply of or payment for goods and services imposed or assessed under any GST law.

Supplier - Osborne Health Supplies.

Written - means letter, email or facsimile.