

New Client - Account Application

Client	<input type="text"/>		
Address	<input type="text"/>	Suburb	<input type="text"/>
Region	<input type="text"/>	Post code	<input type="text"/>
Generic Email	<input type="text"/>	Phone	<input type="text"/>

Accounts Contact

Contact Name	<input type="text"/>	Phone	<input type="text"/>
Invoice Email	<input type="text"/>		
Statement Email	<input type="text"/>		

Equipment Maintenance Contact

Contact Name	<input type="text"/>	Phone	<input type="text"/>
Email	<input type="text"/>		

Purchasing Contact

Contact Name	<input type="text"/>	Phone	<input type="text"/>
Email	<input type="text"/>		

Website Login

Please tick and complete - if you would like us to setup a website login

Contact Name	<input type="text"/>
Email	<input type="text"/>

How we can help you...

Please tick the following services you are interested in knowing more about from our team

Onsite visit for equipment maintenance	<input type="checkbox"/>	Vaporiser maintenance	<input type="checkbox"/>
Equipment maintenance reminders	<input type="checkbox"/>	Equipment maintenance repair info	<input type="checkbox"/>
Educational Mailers & Maintenance Instruction	<input type="checkbox"/>	New equipment deals & Isoflurane pricing	<input type="checkbox"/>

Please read the following pages and sign the last page of this document, Thank you

MEDSOURCE LIMITED -TERMS AND CONDITIONS OF TRADE

1. DEFINITIONS

- a) "Contract" means any contract entered into (written or verbal), between the Customer and the Company, for the supply of goods or services.
- b) "Customer" means the Customer or any person acting on behalf of and with the authority of the Customer. All references to Customer include the Guarantor (s), if any.
- c) "Company" means Medsource NZ Limited and its successors and assigns, authorised employees or agents. Employees and agents of the Company are authorised to contract only on these Terms and Conditions.
- d) "Goods" means all goods, including goods invoiced to the Customer by the Company from time to time as outlined in any estimate, invoice or any evidence of any supply of goods or services whatsoever. Goods includes goods loaned or hired by the Company to the Customer, and Trial Goods.
- e) "Price" means the cost of the goods and/ or services, as agreed between the Company and the Customer, and is exclusive of GST and in NZ\$ unless stated otherwise in writing.
- f) "Services" means all services supplied to the Customer by the Company.
- g) "Terms and Conditions" means these Terms and Conditions or as amended pursuant to Clause 16(l), and will apply to all contracts.

2. ACCEPTANCE

- a) The Terms and Conditions constitute the entire contract, including all future contracts, between the Company and the Customer. Any instructions received by the Company from the Customer for the supply of goods or services shall constitute acceptance of the Terms and Conditions. No conditions or stipulations, proposed by the Customer, containing writing which is inconsistent with the Terms and Conditions, or which purports to add to or modify them, shall have any effect unless accepted by the Company in writing.
- b) Where more than one Customer has entered into a contract, the Customers shall be jointly and severally liable for all payments of the Price.

3.PRICE

- a)The Company will invoice the Customer for the goods at the price shown on the price list which is current at the date of the invoice. Where an estimate is provided for goods and/or services, all estimates are based on rates and costs at the date of estimate and are valid for 30 days from the date of issue. The Company reserves the right to adjust any estimate prior to the date of dispatch of goods or prior to or following the performance of services for any reason. If additions or modifications to goods or services are requested by the Customer after the acceptance of the estimate, the estimate shall be adjusted to reflect the additions or modifications.
- b)Where no price is stated in writing or agreed to orally, the price shall be indicated on invoices provided by the Company in respect of goods or services supplied.
- c)If a Customer requires delivery of the goods, unless otherwise agreed, all freight costs are payable by the Customer.
- d)If there is money outstanding under two or more invoices, the Company may apply a payment made by the Customer in such a manner as the Company thinks fit.
- e)Any special prices will apply to specific goods or services only for as long as the goods last or the duration of the special price advertised in the newsletter, whichever comes first.
- f)The Company shall not be bound by any typographical errors or omissions in any price list, newsletter, invoice, statements or any other documents used by the Company.
- g)Orders may be placed by the Customer by telephone or in writing by facsimile, letter or by electronic means. The Company reserves the right to insist upon written confirmation prior to progressing any order.
- h)If loan, trial or hire equipment is returned damaged or incomplete, or if manuals or other instructions are not returned, the Customer shall be liable for the repair of or replacement of the damaged or missing item.All loan, trial or hire items must be returned in th original packaging as supplied by the Company upon delivery.
- (i) If any loaned, trial or hired equipment is not returned upon the expiry of any contract or within seven (7) days of demand by the Company, the Company may, at its sole discretion, invoice the Customer for the full replacement cost of the loan or hire equipment plus freight, travel and accommodation expenses (where applicable) and the provisions of clause 7 shall apply.
- (j) If the Company is required to import overseas goods for a Customer, the Company may, at its sole discretion, require the Customer to pay upon placing any order, a deposit of 50% of the full purchase and estimated freight price.

4. PAYMENT

- a. All invoices relating to services and goods are payable in full by the 20th day of the month following the invoice being rendered. Payment shall be by cash, cheque, direct debit or internet banking.
- b. Failure to maintain a current account to the satisfaction of the Company will automatically void all discounts and special pricing allowances. The Company is entitled at any time to refuse to supply goods and services on credit terms, despite any prior agreement or understanding to the contrary.
- c. In certain circumstances, at the sole discretion of the Company, a split repayment arrangement may be entered into with a Customer. The exact repayment terms will be determined on a case by case basis by the Company. Failure by the Customer to pay the full amount required on any split payment rate or to adhere to any of the other terms of the split payment arrangement shall constitute a breach of these terms and conditions and the default provisions shall apply.

5. SUITABILITY FOR CUSTOMER'S PURPOSE

- 5.1 The Customer must satisfy himself that the goods and services are fit and suitable for the purposes for which they are required and the Company gives no warranty nor will it accept any liability in respect of the fitness or suitability for the Customer's purposes.
- 5.2 Indent items which are specifically ordered for a customer and/or are not normally in stock cannot be returned (subject to Clause 10).

6. RISK

- a) The risk in any goods provided by the Company shall pass to the Customer when the goods are picked up by the Customer from the Company's premises or some other agreed location, or, where agreed, when the goods have been delivered to the Customer's premises by the Company itself or to any carrier, courier or other bailee, by the Company, for the purposes of transmission to the Customer. For the provision of services, (including repairs and maintenance), the risk will always lie with the Customer.
- b) Any dates quoted by the Company for the delivery of goods or commencement or completion of any services are approximate only and shall not form part of the contract. The Company will not, under any circumstances, be liable for any costs, expenses, damages or loss of profits incurred by the Customer as a result of delay.

7. DEFAULT

- a) If the Customer defaults upon any contract the Customer authorises the Company to enter upon any premises or property occupied by the Customer or any property where the goods are stored, without notice, in order to inspect, search for and remove the goods supplied and the Customer agrees to procure all consents necessary and to indemnify the Company against any liability incurred in connection with such entry and removal. The Company may recover and resell the goods and apply the proceeds derived to all or part of the debt and all costs incurred in 7 (c). The Customer is liable to the Company for any shortfall and amounts due under Clauses 7(b) and 7(c).
- b) Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at the rate of 2.5% per calendar month on the total amount owing.
- c) Should the Company commence any action to recover the debt and interest or for any other breach of the contract, the Customer will reimburse the Company for all legal costs, debt collection and other costs (directly or indirectly) incurred by it enforcing the terms of the contract, whether or not Court proceedings are filed.
- d) In the event that:
 - i. Any money payable to the Company becomes overdue or if at any time the Customer is in breach of any obligation under a contract or if the Customer jeopardises the Company's security interest in any goods, or in the Company's sole opinion the Customer will be unable to meet its payments as they fall due, or;
 - ii. The Customer becomes insolvent, has a receiver appointed in respect of all or some of its assets, makes or is likely to make an arrangement with its creditors or has a liquidator (provisional or otherwise) appointed or is placed under statutory or official management;then without prejudice to the Company's other remedies at law:
 - The Company shall be entitled to cancel or suspend the provision of any goods or services to the Customer which remain unperformed or unprovided and any of its other obligations under the contract and will not be liable to the Customer for any loss or damage the Customer suffers pursuant to this clause;
 - All amounts owing to the Company shall, whether or not due for payment, immediately become due and payable and all credit facilities cancelled;
 - The Company may enforce any security interest granted to it by the Customer; and
 - The Company may require payment in advance for all orders, including existing orders.
- e. The Customer will be in breach of the contract if, within seven (7) days of being notified by the Company that the goods are ready for collection or delivery, the Customer refuses or fails to take delivery of the goods.

f) In the event that:

iii. Any money payable to the Company becomes overdue or if at any time the Customer is in breach of any obligation under a contract or if the Customer jeopardises the Company's security interest in any goods, or in the Company's sole opinion the Customer will be unable to meet its payments as they fall due, or;

iv. The Customer becomes insolvent, has a receiver appointed in respect of all or some of its assets, makes or is likely to make an arrangement with its creditors or has a liquidator (provisional or otherwise) appointed or is placed under statutory or official management;

then without prejudice to the Company's other remedies at law:

- The Company shall be entitled to cancel or suspend the provision of any goods or services to the Customer which remain unperformed or un-provided and any of its other obligations under the contract and will not be liable to the Customer for any loss or damage the Customer suffers pursuant to this clause;
- All amounts owing to the Company shall, whether or not due for payment, immediately become due and payable and all credit facilities cancelled;
- The Company may enforce any security interest granted to it by the Customer; and
- The Company may require payment in advance for all orders, including existing orders.

e. The Customer will be in breach of the contract if, within seven (7) days of being notified by the Company that the goods are ready for collection or delivery, the Customer refuses or fails to take delivery of the goods.

a) Unless otherwise agreed in writing, no warranty, manufacturer's or otherwise, is given for used or second hand goods purchased by the Customer "as is where is".

b) All non-defective goods are supplied on a "no return for credit" basis. However, at the absolute discretion of the Company, the Company may offer a credit if goods are supplied in an incorrect quantity, if incorrect goods are supplied, or in other circumstances as approved by the Company. Any such claims for credit must be made within 48 hours of the receipt of the goods, failing which any such claims are deemed to be waived. Any arrangements for the return of the goods for credit shall be specified by the Company if the Company agrees to any goods being returned.

c) The Customer must follow any manufacturer's services, storage, maintenance and use recommendations. Failure to do so may result in any warranty being voided. Annual maintenance of all equipment is recommended. This can be carried out at the Company's service centre or on site.

8. CANCELLATION

(a) The Company may cancel any contract or cancel delivery or purchase of goods and services at any time before the goods are delivered or services carried out by giving written notice at the Company's absolute discretion. On giving such notice the Company shall promptly refund to the Customer the price paid for those goods or services. If the Customer cancels delivery of goods or services and the Company consents to the cancellation, the Customer remains liable for any costs incurred by the Company up to the time of cancellation. The Company shall not be liable for any loss or damage to the Customer whatsoever arising from such cancellation or from unavailability of goods.

(b) The Company may discontinue the provision of any goods or services at any time without notice.

9. PRIVACY

The Customer authorises the Company to collect, retain and use personal information about the Customer in order to assess the Customer's credit worthiness, disclose to a 3rd party details of the Terms and Conditions or contract for the purposes of debt collection and providing credit references and credit checks.

10. COPYRIGHT & PATENT

a) Copyright in all drawings, specifications, documents and other technical information provided by the Company is vested in the Company. When the Company imports goods with a particular brand name for a Customer, the Company does not guarantee that the goods received will be a genuine product made by the brandname, as opposed to copies made under the same brand name, and the Customer must bear this risk.

b) If goods are to be manufactured to the Customer's design, the Customer warrants that the manufacture and supply of the goods by the Company will not infringe any patent, copyright, registered design or other rights. The Customer indemnifies the Company against any liability it incurs (including any costs, fines and expenses) as a result of any claim that the manufacture or supply of the goods or services by the Company infringes any patent, copyright, registered design or other rights.

11. DIMENSIONS & SPECIFICATIONS

Dimensions and specifications referred to in a contract or catalogue or any other publication maintained or issued by the Company are estimates only. Unless the Company agrees in writing, it is not a condition of the contract that the goods will correspond precisely with the dimensions, specifications or customary tolerances.

12. DISPUTES

- 1) If any dispute arises out of a contract then the party claiming that a dispute has arisen must give written notice to the other party specifying the matter in dispute. The parties must then try to resolve the dispute in good faith within 10 working days of the date the Notice is served upon the other party, or Clause 15.2 will apply.
- 2) The Customer hereby agrees that if the total amount in dispute is less than \$20,000.00 the matter shall be heard in the Disputes Tribunal if it cannot be resolved directly between the parties pursuant to Clause 15.1. If the amount in dispute exceeds \$20,000.00 or cannot be heard at the Disputes Tribunal then the parties shall refer the matter to Arbitration as per Clause 15.3.
- 3) The dispute will be referred to arbitration by a sole arbitrator in accordance with the Arbitration Act 1996. If the parties cannot agree on the identity of the arbitrator within 10 working days from the date on which the dispute is referred to arbitration by either party, then the arbitrator will be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc, upon the application of any party. The Arbitration will take place in New Zealand. The award in the arbitration will be final and binding on the parties. The parties will bare their own costs in the arbitration and will share equally the arbitrator's costs.

1. GENERAL

- a) If any provisions of these Terms and Conditions shall be invalid or unenforceable the validity and enforceability of the remaining provisions shall not be affected.
- b) The Company shall be under no liability whatsoever to the Customer for any direct or indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Company of these Terms and Conditions, including a defect in the goods or services provided.
- c) The Customer shall indemnify the Company against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of the Company or otherwise, brought by any person or company in connection with any matter, act, omission, or error by the Company in connection with goods and services provided.
- d) The Consumer Guarantees Act 1993, the Fair Trading Act 1986, Sale of Goods Act 1908 and other statutes may imply warranties or conditions or impose obligations upon the Company which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of such implied warranties, conditions or terms imposed on the Company, the Company's liability shall, where it is allowed, be excluded, or if not able to be excluded, only apply to the minimum extent required by the relevant statute. In particular, the guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires goods or services from the Company for the purposes of a business in terms of sections 2 and 43 of that Act. In addition, the following provisions of the Sale of Goods Act 1908 are excluded as far as possible by law; Sections 15, 16, 17, 36, 37, 38, 54 and 55.
- e) Failure by the Company to enforce any of these Terms and Conditions is not a waiver of any of the rights and obligations of the Company.
- f) Neither party shall be liable for any default due to any act of God, terrorism, war, strike, lock out, industrial action, flood, storm or other event beyond the reasonable control of either party.
- g) The Customer shall not set off against the price amounts due from the Company.
- h) The Company may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- i) The Company reserves the right to review these Terms and Conditions at any time and if changes are made, that change will take effect from the date the Customer is notified of such change. All new contracts made after the amended Terms and Conditions made after the new Terms and Conditions have been provided or made available to the Customer or been posted upon the Company's website, will be deemed to have been made in acceptance of the new Terms and Conditions.
- j) The laws of New Zealand shall apply to these Terms and Conditions and all contracts between the Customer and the Company.
- k) If the Customer is a company or trust, the director(s) or trustee(s) signing any contract, in consideration for the Company agreeing to supply goods and services to the Customer, sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to the Company the payment of any and all monies now or hereafter owed by the Customer and indemnify the Company against non-payment by the Customer. The signatories and the Customer shall be jointly and severally liable under these Terms and Conditions and for payment of all sums due hereunder.

Date:

Signed by:

Signature