APPLICATION FOR SUPPLY WITH RSDL MEDICAL LTD TRADING AS MEDENT MEDICAL

COMPANY / ACCOUNT NAME _____

TRADING AS _____

TRADING ADDRESS: Street _____
Suburb _____
City _____
Postcode _____

DELIVERY ADDRESS: Street _____
(if different from above) Suburb _____
City _____
Postcode _____

POSTAL ADDRESS _____

PHONE NO _____

FAX _____

EMAIL ADDRESS FOR SENDING COPIES OF INVOICES AND MONTHLY STATEMENTS (Required) _____

CONTACT PERSON (For delivery & orders) _____

LIST OF STAFF REQUIRING WEBSITE LOGINS FOR ONLINE ORDERING:

FIRST NAME	SURNAME	PHONE NO	EMAIL ADDRESS

LIST OF CONTACT PERSONS (For notifications, new releases & or product recalls etc)

FIRST NAME	SURNAME	PHONE NO	EMAIL ADDRESS

If you are trading as a Limited Liability Company or partnership complete the details below of directors, partners etc.

FULL NAME	RESIDENTIAL ADDRESS	PHONE NO

CREDIT REFERENCES (required)

COMPANY NAME	EMAIL ADDRESS	PHONE NUMBER
1)		
2)		
3)		
4)		

COMPLETE THIS SECTION ONLY IF YOU ARE ELIGIBLE TO PURCHASE RESTRICTED MEDICINES

SERVICE PROVIDER TYPE	TICK BOX	REGISTRATION / LICENCE NUMBER
Registered Medical Practitioner		
Hospital / Rest home		
Wholesaler		
Pharmacist		
Please attach or email through copies of relevant certification, licences and/or Medical Practitioners Annual Practising Certificates with this application		

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DEFINITIONS
Unless otherwise agreed in writing:
RSDL means RSDL Medical Limited
All transactions between RSDL and the Buyer will be subject to these Terms and Conditions, and the terms and conditions under which the Buyer's account with RSDL operates and, in the case of transactions through a RSDL website, the terms and conditions specified on that site. If there is any conflict, these Terms and Conditions will prevail. Goods will be invoiced on dispatch. Payment is to be made on 20th of the month following invoice.

OPERATION

1) Goods will be invoiced on dispatch. Payment is to be made on 20th of the month following invoice.
2) Payment of all invoices will be made without set-off or deduction of any kind.
3) The Buyer's terms and conditions, including without limitation all standard conditions of purchase or trade, are excluded.
4) To ensure safe handling and minimise breakages in transit some items are only supplied in "minimum order" packaging. Orders for less than the "minimum order" quantity will be rounded to the nearest "minimum order" quantity, and Buyer will be required to pay for all goods supplied.
5) RSDL is not required to continue to supply its products to any Buyer.
6) The Buyer acknowledges there are safety and regulatory requirements in relation to medical products and to keep within current safety and regulatory requirements, the buyer warrants it will only purchase those items to which it is legally entitled.
7) The Buyer indemnifies RSDL against any cost, expense, damage, judgment or loss (including consequential loss, loss of profit and loss of expected profit) incurred directly or indirectly as a result of or in connection with any claim, demand or cause of action asserted or brought by a third party in relation to or arising from: (a) a breach by the Buyer of its warranty to only purchase products it is legally entitled to do.
8) RSDL may cancel the acceptance of any order for goods.
9) RSDL may withhold delivery of any goods (whether or not an order has been accepted) for non-payment or a material breach of any of these conditions of sale. If RSDL elects not to deliver the goods until all sums due are paid in full, then the delivery date for all outstanding orders will be as soon as practically possible from the date of payment by the Buyer of all sums due to RSDL.

PASSING OF RISK AND TITLE

1) The goods remain at RSDL risk until delivered to the Buyer when risk in the goods passes to the Buyer. Delivery occurs when possession or control of the goods passes to the Buyer, its agent or carrier. A receipt for the goods signed on behalf of the Buyer will be conclusive evidence of delivery. The title in the goods passes to the Buyer when the Buyer has paid the price together with any additional charges as set out in the invoice and any interest due,
2) Where payment is overdue in whole or in part for any of the goods, RSDL may (without prejudice to any of its other rights) recover and / or resell the goods (despite section 109 of the New Zealand law Personal Property Securities Act 1999 ("PPSA") and may enter on the Buyer's premises or any other place where goods are stored by the Buyer for that purpose without being liable for any loss or damage caused.
3) The Buyer grants to RSDL an irrevocable license and authority to enter the Buyer's premises to recover goods, provided that RSDL may only recover and resell for its own account sufficient of the goods to satisfy all the Buyer's unpaid liabilities in respect of the goods and cost of resale.
4) Until payment is made in full by the Buyer for the goods, the Buyer will hold the goods separately as identifiable property of RSDL and will keep separate records for those goods.
5) If any goods or part of the goods, are sold or otherwise disposed of by the Buyer before property and title passes, the Buyer will hold proceeds of that sale or disposition separately on trust for RSDL and will account to RSDL for those proceeds.
6) RSDL may appoint a receiver in respect of the goods (including the proceeds of the same) supplied to the Buyer. Any receiver so appointed may take possession of the goods and resell them and otherwise exercise all rights and powers conferred on a receiver by law.

1) **RETURNS POLICY**
All returns must have a Return Authority Number (RAN.) clearly shown on external return

packaging. An RAN is available by telephone or fax through Customer Service. The issue of an RAN does not mean the returned goods will be accepted or a credit will be granted.

2) Packs of returned goods must be original, unopened, unmarked and in saleable condition and in their original unbroken shipping units. RSDL may reject returned goods that do not comply with this condition unless RSDL has requested their return or the goods were defective at the time of supply and compliance is not possible.
3) Items not standard stock lines, that were specifically ordered by RSDL at a Buyer's request will not be accepted for credit under any circumstance unless defective at the time of supply.
4) All goods must be returned and any claims must be communicated to RSDL within seven (7) days of delivery, request for return by RSDL or discovery of a defect in the goods.
5) Goods returned for credit must also be accompanied by a copy of a RSDL packing slip or invoice, or documentation showing the Buyer's name and date of purchase and a notation clearly stating the reason for return and RAN.

DEFAULT

1) The Buyer agrees to reimburse on demand all costs involved in instructing a Solicitor and/or Debt Collecting Agency to recover any amount overdue for payment.
2) If the Buyer fails to pay an amount on the due date, all amounts then owing to RSDL immediately and automatically will become due and payable. The Buyer will pay RSDL interest on all overdue amounts calculated daily from the due date for payment at the rate of 17% per annum.

CHANGE OF OWNERSHIP

The Buyer agrees that it will notify RSDL of any changes in the ownership, effective management or control of the Buyer's business no later than fourteen (14) days before that change comes into effect.

PRODUCT ENHANCEMENT REPLACEMENT AND PRICING

RSDL reserves the right to upgrade, modify, or replace any product or its specifications and to alter the price accordingly. Offers of special terms that encompass a range of products include only the products in the range that were available to market at the time of the original offer start date. Products that are subsequently added to the range will be subject to the special terms only at the sole discretion of RSDL. Fixed product pricing only applies to products listed as attached.

GST

All prices quoted or listed are exclusive of goods and services tax. The Buyer must without deduction or set off, at the same time, as payment is due on the invoice for the goods, pay to RSDL all goods and services tax in respect of supply of those goods.

ORDERS

Orders are subject to availability of goods and items will be invoiced at the prices ruling at date of acceptance of the order.

WARRANTIES

All implied warranties are excluded to the full extent permitted by law including but not limited to Sale of Goods Act NZ Consumer Guarantees Act 1993 And the NZ Personal Property Securities Act 1999

LIMITATION OF LIABILITY

To the extent permitted by law, the liability of RSDL for a breach of a warranty or condition implied by law about goods sold, is at the option of RSDL, limited to the replacement of the goods, the supply of equivalent goods, repair of the goods, payment of the cost of replacing the goods or payment of the cost of acquiring equivalent goods or payment of the cost of having the goods repaired.

NZ CONSUMER GUARANTEES ACT 1993 and the NZ PERSONAL PROPERTY SECURITIES ACT 1999 (PPSA)

1) The Buyer warrants that all supplies of goods and services from RSDL will be acquired for the Buyer's business purposes and accordingly the provisions of the Consumer Guarantees Act 1993 will not apply as between the Buyer and RSDL.
2) The Buyer grants a security interest to RSDL in all goods sold under these Terms and Conditions. For the purposes of the PPSA, all those goods are inventory supplied by RSDL to the Buyer under these Terms and Conditions.
3) The Buyer shall: promptly execute any documents and do anything else required by RSDL to ensure that the security interest created under these Terms and Conditions constitutes a first

ranking perfected security interest over the goods; provide RSDL with any information RSDL may reasonably require to complete a financing statement; Immediately notify RSDL in writing of any: change in the Buyer's name; and Other information RSDL may need in order to complete a financing change statement.

4) The Buyer waives any right to receive a copy of a verification statement under the PPSA.
5) The Buyer will pay all costs, expenses and other charges incurred, expended or payable by RSDL in relation to the filing of a financing statement or financing change statement.
6) The Buyer acknowledges and agrees that:
7) nothing in sections 114(1)(a), 117(1)(c), 133 and 134 of the PPSA shall apply to these Terms and Conditions;
8) its rights as debtor in sections 116, 119, 120(2), 121, 125, 126, 127, 129 131 and 132 of the PPSA shall not apply to these Terms and Conditions; and it has received a copy of these Terms and Conditions and in particular that these Terms and Conditions constitute a "security agreement" for the purposes of the PPSA and that RSDL may register a financing statement in respect of these Terms and Conditions.
9) The Buyer will not allow a security interest to be created or registered over the goods in priority to the security interest held by RSDL.

Force Majeure
RSDL shall not be liable for any delay or failure to perform any obligation in whole or in part under the Trade Terms or for any loss or damage (including indirect or consequential loss or damage) if such delay or failure is due to Force Majeure (as that term is commonly understood). Nothing in this clause shall excuse payment of any amount owing as it becomes due under the Trade Terms.

CONTACT DETAILS
Medent Medical
Peterkin Street, Taita,
Lower Hutt 5019
Phone: 04 527 7702
Fax: 04 527 7499

COMPANY / ENTITY LEGAL NAME _____

TRADING NAME (If different from above) _____

Note only directors/partners or company offices who have authority to legally bind the entity named above can sign this form
I/We have authority to enter the above company / entity into legally binding agreement and have read and agreed to the above terms and conditions and hereby make application for a credit account to be opened in the name of the above

DATED_____ SIGNED _____

POSITION HELD _____

Email completed form to accounts@medent.co.nz

OFFICE USE ONLY

Ref Checked	☐	Customer Services Notified	☐
Customer Type Entered	☐	Rep Notified	☐
Territory Entered	☐	Pricing Profile entered Table A	☐
Rep Number Entered	☐	Certificates/Licences attached	☐