



**GLOBAL MEDICS LIMITED  
MEDICAL AND HYGIENE SUPPLIES  
ACCOUNT APPLICATION FORM**

Please answer all questions for your type of business

Legal Name \_\_\_\_\_ (“Customer”)

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

Phone \_\_\_\_\_ Mobile \_\_\_\_\_

Facsimile \_\_\_\_\_ Email \_\_\_\_\_

**Address:**

Street Address \_\_\_\_\_

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

**Accounts Department** Contact Name \_\_\_\_\_

Email address \_\_\_\_\_

Phone \_\_\_\_\_

Indicate Type of Entity       Partnership       Company  
    Sole Trader       Organisation

**Directors/Proprietors Details (“Principals”)**

1. Full Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Street Address \_\_\_\_\_

2. Full Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Street Address \_\_\_\_\_

Unless otherwise agreed in writing Global Medics Limited (“GML”), all Principals must guarantee the obligations of the Customer to GML

**Credit References**

Businesses that can tell us about your trading history (not utilities, lawyers, credit card companies or banks)

1. \_\_\_\_\_ Phone \_\_\_\_\_

2. \_\_\_\_\_ Phone \_\_\_\_\_

3. \_\_\_\_\_ Phone \_\_\_\_\_

**Privacy Act 1993**

**The Customer and all Principals authorise GML:**

- a) to collect, retain and use personal information about the Customer and such Principals and any information contained in this Application (“the information”) for the following purposes:
  - i. credit approval, establishing credit worthiness and credit limits and administering the Customer’s account
  - ii. meeting GML’s obligations to the Customer and enforcing GML’s rights against the Customer and such Principals; and
  - iii. marketing products and services provided by GML; and



b) to provide the Information to:

any employees and agents of GML and any other person, in the ordinary course of business, for any of the foregoing purposes;

- i. any credit agencies for the purpose of maintaining effective credit records; and
- ii. GML's solicitors and/or external debt collection agencies in the event of any default by the Customer or any Principal

**The Customer and Principal acknowledge that:**

- a) where information can be easily retrieved the Customer and/or Principals shall have right to access it, the right to request correction of it and the right to be notified of action taken in response to any such request, subject to payment of any reasonable charge; and
- b) the authorisations in this Application are irrevocable.

**Terms and Conditions**

Under this Application the Customer is applying for a credit account to be extended to it with GML in the name of the Customer. The Customer acknowledges and agrees that GML's Standard Terms and Conditions attached, or such varied or replacement term of trade as GML shall notify to the Customer in writing, ("Conditions") shall apply to the supply of all products by GML to the Customer.

The Customer warrants that all information provided by the Customer under this application is true and correct.

The Customer acknowledges that the granting, continuance or alteration of the terms of any credit account is at the sole discretion of GML. Where this application is executed for and on behalf of a company, the signatory undertakes that he/she has the authority to bind the company.

Authorised Signature(s) \_\_\_\_\_ Dated \_\_\_\_\_

Authorised Signature(s) \_\_\_\_\_ Dated \_\_\_\_\_

**Guarantee**

In consideration of GML agreeing at the request of the Principal(s) to supply goods and services on credit from time to time to the Customer, the Principals(s) unconditionally and irrevocably guarantee to GML the due and punctual payment by the Customer to GML of all moneys owing by the Customer to GML. If the Customer fails to pay punctually any amount owing to GML the Principal(s) shall, immediately after receiving written notice from GML to do so, pay to GML in full and without set off or deduction the amount due.

This guarantee is a continuing guarantee and will remain in force and effect until all amounts which the Customer is required to pay to GML have been punctually and properly paid.

The obligations of the Principal(s) under this guarantee are in addition to and not in substitution form any other security or right which GML may have in respect of any amount payable or obligation to be performed, by the Customer, and may be enforced against the Principal(s) without first having recourse to any securities or rights and without first taking any action against the Customer.

Although as between the Principal(s) and the Customer the Principal(s) may be surety only, as between the Principal(s) and GML the Principal(s) shall be liable as principal debtor, and the liability of the Principal(s) will not be released or in any way affected in a manner prejudicial to GML by any granting of time, waiver or forbearance to sue by GML or by any other act, omission, matter circumstance, or law under which the Principal(s) would, but for the provisions for this clause have been released from liability under this guarantee.

In addition to its obligations above, the Principal(s) indemnify GML against all losses damages and costs suffered or incurred by GML arising out of the Customer's non payment of any amount due to GML. Without limiting the preceding sentence, the Principal(s) will indemnify GML for all costs (including costs on a solicitor and own client basis and debt collection fees) and expenses incurred by GML in enforcing any of the provisions of this guarantee

Where there is more than one Principal, each Principal shall be jointly and severally liable under this guarantee.

Full Legal Name of Principal \_\_\_\_\_

Signature of Principal \_\_\_\_\_ Dated \_\_\_\_\_

Full Legal Name of Principal \_\_\_\_\_

Signature of Principal \_\_\_\_\_ Dated \_\_\_\_\_

**GLOBAL MEDICS LIMITED  
STANDARD TERMS AND CONDITIONS**

- 1 Acknowledgement:** The Customer acknowledges that:
  - (a) all Products supplied by Global Medics Limited ("GML") to the Customer are provided subject to, and shall be governed by, these Standard Terms and Conditions (Conditions"); and
  - (b) these Conditions shall apply to the exclusion of any other terms and conditions which may appear on any purchase order of the Customer from time to time.
  
- 2 Definitions:** In these Conditions:

"PPSA" means the Personal Properties Securities Act 1999 (including any amendments to that legislation); and

"Products" means any and all products supplied by GML in relation to continence care.
  
- 3 Price:** No quotation for Products given by GML shall be valid unless it is accepted within 30 days from the date it is given, unless otherwise agreed in writing by GML. Any quotation given by GML may be withdrawn by GML at any time prior to being accepted. The price for the Products shall be as set out in the Schedule. All prices are in New Zealand dollars. GML reserves the right to vary the price for the Products at any time by giving written notice to the Customer, to reflect changes in exchange rates, materials, delivery, freight costs, costs of labour, or other costs incurred by GML which are outside of its control. Pricing errors may be corrected at any time. GML shall provide written notice to the Customer of any such price variation. GST shall be payable by the Customer in addition to the price unless otherwise stipulated.
  
- 4 Orders:** No order for Products received by GML may be withdrawn by the Customer without the consent of GML, which consent (if any) shall be given on such terms as GML may determine (including, without limitation, immediate payment of all costs and expenses incurred by GML arising from such withdrawal of order). GML is not obliged to accept any order received from the customer and may refuse to do so without being obliged to state a reason. GML may, without any liability on GML's part, cancel any order for Products prior to delivery of the Products. GML shall use reasonable endeavours to meet all orders for Products submitted in accordance with these Conditions, but shall not be liable for any failure to accept any order.
  
- 5 Delivery:** GML shall deliver the Products to the address of the Customer specified in the Schedule. The Customer shall pay all costs associated with such delivery, unless it is expressly specified in the Schedule that GML shall pay such costs. In the event of any delay by the Customer in taking delivery of the Products, GML shall be entitled to charge the Customer for its reasonable costs incurred in storing the Products. The Customer shall be deemed to have received and accepted delivery of all Products signed for by the Customer. If any Product is delivered in a damaged state, the Customer shall advise GML of this in writing within 24 hours from the date of delivery of the damaged product, failing which GML will have no responsibility or liability with respect to such damaged product. GML will replace any damaged product in respect of which it has received notice in accordance with this clause as soon as is practicable after its receipt of such notice, and GML's liability in relation to the same shall be limited as set out in clauses 13, 15 and 16.
  
- 6 Time for Delivery:** Delivery times given by GML shall be estimates only, and GML shall not be liable to the Customer for any delay in the delivery of the Products. For the avoidance of doubt, time for delivery of the Products shall not be of the essence.
  
- 7 Shortfalls:** The Customer shall communicate to GML any shortfall of Products in a consignment within seven days of delivery of such consignment. Failure to do so shall be deemed an acceptance of the Products.
  
- 8 Terms of payment:** Unless otherwise agreed in writing, the Customer shall pay all sums due to GML under these Conditions as follows:
  - (a) an invoice for the Products and associated delivery costs (if any) shall be issued to the Customer on despatch of the Products, and payment shall be due 20 days following the month of issue of the invoice; and
  - (b) all payments by the Customer shall be made without deduction or setoff of any kind. Interest may be charged at GML's discretion on a daily basis on account balances remaining unpaid after the due date. Interest shall be charged at the higher of GML's bank overdraft rate or 1.00% per month.
  
- 9 Force Majeure:** GML shall not be liable for any failure to perform the contract or any part of it due to inability to obtain supplies or labour, industrial disputes, delays, act of God, fire, flood, storm, adverse weather conditions, or other matters beyond its control ("Force Majeure"). GML may cancel an order if the cost to GML of supplying any Products is increased materially as a result of such Force Majeure and the parties cannot agree on how the additional cost is to be borne.
  
- 10 Risk and title:** Risk in the Products shall pass to the Customer once they are delivered to the address of the Customer set out at the top of these Conditions. However, title in the Products shall not pass to the Customer until such time as all Products supplied to the Customer by GML have been paid for in full. Until such payment has been made the Customer shall not sell or dispose of the Products except in the ordinary course of the Customer's business and the Customer shall hold the proceeds of such sale or disposal in a separate trust account for GML. GML may at any time require the Products to be returned to it, and GML shall be entitled to enter any place where the Products are situated at any time in order to take possession of them. The Customer shall fully indemnify GML in respect of any claim or demand which may be brought in respect of such entry and taking of possession.
  
- 11 PPSA:**
  - (a) The Customer acknowledges that clause 10 is a Security Agreement that creates a Security Interest in the Products. The Customer agrees that such Security Interest is taken in all present and after-acquired Products supplied by GML to the Customer from time to time and in the Proceeds, as security for all amounts payable by the Customer to GML, (including, without limitation, amounts owed in respect of Products supplied and credit facilities provided by GML to the Customer from time to time).
  - (b) **The Customer:**

- (i) upon request, shall promptly give GML all assistance and information (which the Customer warrants shall be complete, accurate and up to date in all respects) as may be necessary to enable GML to register a Financing Statement, and to meet all other requirements under the PPSA in respect of the Products (including, without limitation, executing any variations to these Conditions as may be reasonably requested by GML) to ensure that the Security Interest constitutes a Perfected Security Interest; and
    - (ii) agrees to GML registering a Financing Statement to protect its Security Interest under these Conditions and waives its right to receive a verification of such Financing Statement
  - (c) For the avoidance of doubt, the terms “Security Agreement”, “Security Interest”, “Perfected”, “Financing Statement” and “Proceeds” set out in this clause 11 shall have the meaning set out in the PPSA.
- 12 Intellectual Property:** The Customer acknowledges that GML owns or is the licensee of all patent rights, copyright, trade-marks, design rights or confidential information in or relating to the Products and any documentation provided by GML to the Customer (“Intellectual Property”). The Customer agrees not to claim any right, title or interest in or to the Intellectual Property, nor to copy, reproduce, use or disclose to any other person any of the Intellectual Property without GML’s prior written consent.
- 13 Defects:** In the event of any defect in the Products, GML’s sole obligation, and the Customer’s sole remedy, shall be for GML to replace the defective Products with non-defective Products. All defects must be notified to GML in writing within 24 hours from the date of delivery of the defective product, failing which GML will have no responsibility or liability with respect to such defective product. GML will replace any defective product in respect of which it has received notice pursuant to this clause, as soon as is practicable after its receipt of such notice, and GML’s liability in relation to the same shall be limited as set out in this clause and in clauses 15 and 16.
- 14 No warranties:** Clause 13 sets out GML’s sole obligation to the Customer, and the Customer’s sole remedy against GML in relation to the Products, and apart from any condition or warranty implied by statute which cannot be excluded, restricted or modified by these Conditions, GML excludes all express or implied warranties in respect of the Products including, but not limited to, implied warranties as to merchantability or fitness for a particular purpose. All statements, technical information and recommendations about the Products are believed to be reliable, but do not constitute a guarantee or warranty.
- 15 Consequential loss:** In no event shall GML be liable (whether in contract, tort, negligence or in any other way) to the Customer for:
- (a) loss of profits or savings, loss of goodwill or opportunity, loss of production, loss or corruption of data or wasted management or staff time; or
  - (b) loss, damage, cost or expense of any kind whatsoever which is indirect, consequential, or of a special nature, arising directly or indirectly from any Products supplied by GML to the Customer, even if GML had been advised of the possibility of such damages.
- 16 Maximum liability:** In no event shall GML’s total liability under any claim of whatever nature arising directly or indirectly from the Products supplied by GML to the Customer exceed the price paid by the Customer for the specific Products to which the relevant claim relates.
- 17 General:** These Conditions embody the entire agreement of the parties in relation to the subject matter of these Conditions and supersede all prior understandings, communications and representations between the parties, whether oral or written. No amendment to these Conditions shall be effective unless in writing and signed by an authorised representative of GML. These Conditions shall be governed by the law of New Zealand.