

**Please Select One**

- Health Shop
- Pharmacy
- Web Shop
- Pet Shop
- Massage Therapist
- Beauty Clinic
- Health Practitioner
- Gym/Personal Trainer
- Other (Specify) \_\_\_\_\_

**Office Use Only**

Acc # \_\_\_\_\_  
 Area \_\_\_\_\_  
 Date \_\_\_\_\_

**Account Details**

Full Legal Name of Business \_\_\_\_\_

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

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

Suburb \_\_\_\_\_

City \_\_\_\_\_ Postcode \_\_\_\_\_

Delivery Address (if different) \_\_\_\_\_

Suburb \_\_\_\_\_

City \_\_\_\_\_ Postcode \_\_\_\_\_

Delivery Instructions \_\_\_\_\_

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

Email \_\_\_\_\_

Name of Health Practitioner or Pharmacist (if applicable) \_\_\_\_\_

Accounts Email \_\_\_\_\_

Contact First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Position \_\_\_\_\_

Contact Email \_\_\_\_\_ Marketing Email \_\_\_\_\_

Please email me promos, offers and retail marketing materials

**Business Details:**       Sole Enterprise       Partnership       Company

For Companies and Partnerships please list full name and address of Proprietors/Directors/Partners

**Payment Terms**

Prepaid Account: Full payment of invoice is required before order is dispatched **OR**

On Account: Please supply two credit references below. Payment of all invoices is due on the 20th day of the month following invoice

1. \_\_\_\_\_ 2. \_\_\_\_\_

We hereby give authorisation to NaturalMeds to investigate our Credit References.

**Signature**

**I have read and agreed to the Terms and Conditions as set out on the following page**

Name \_\_\_\_\_ Position \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Must be Owner or Director

## Terms and Conditions

### 1. General

These conditions apply to every sale made by NaturalMeds to the customer, and any variation should be signed on behalf of NaturalMeds. NaturalMeds reserves the right to change the account terms and conditions.

### 2. Payment

- a. Prepaid account: Full payment of invoice is required before order is dispatched.
- b. On Account: Payment of all invoices is due on the 20th day of the month following invoice.
- c. NaturalMeds reserves the right to withdraw credit facilities at its sole discretion.
- d. NaturalMeds reserves the right to charge 2% per month interest for late payments.

### 3. Title and Risk

- a. Title in the goods remains with the vendor, and does not pass to the customer until NaturalMeds has been paid in full, in cleared funds. NaturalMeds reserves the right to withhold products and/or test results until payment has been received.
- b. Risk in the goods passes to the customer on delivery.

### 4. Personal Property Securities ACT 1999 (PPSA)

- a. The rights of NaturalMeds as set out in clauses 24 to 28 are subject to the relevant provisions of the PPSA.
- b. The interest of NaturalMeds under this agreement is deemed a security interest under the PPSA and NaturalMeds or their agent may without notice enter any premises in which NaturalMeds reasonably believes the Stock is located, and may take any other steps to enforce its security interest if a default event occurs. The Customer shall indemnify NaturalMeds against any claims arising from the reasonable exercise of this right.
- c. Nothing in clause 4(a) above shall limit the liability of the Customer under the terms of this agreement, nor shall it limit the rights of NaturalMeds or the Agent to recoup any monies owing or costs involved pursuant to, or associated with this agreement.
- d. On the request of NaturalMeds the Customer will promptly execute any documents, provide all necessary information and do any other thing required by NaturalMeds to ensure that the security interest created under this agreement constitutes a perfected security interest in the Stock and its proceeds which will have priority over all other security interests in the Equipment
- e. The Customer will pay to NaturalMeds all fees and expenses incurred by NaturalMeds in relation to the filling of a financing statement or a financing change statement in connection with the agreement.
- f. The Customer waives the right to receive a copy of any Verification Statement.

### 5. Default and Consequences Default

- a. The Customer must pay NaturalMeds costs (including but not limited to legal costs as between solicitor and client) of and incidental to the enforcement or attempted enforcement for NaturalMeds rights, remedies and powers under this agreement.
- b. If the Customer owes NaturalMeds any money, the Customer shall indemnify NaturalMeds from and against all costs and disbursements incurred by NaturalMeds in recovering the debt including but not limited to legal costs on a solicitor and own client basis and NaturalMeds collection agency costs.
- c. Any expense, costs or disbursements incurred by NaturalMeds in recovering any outstanding monies including debt collection agency fees or solicitor's costs shall be paid by the Customer.
- d. In the event that the Customer's payment is dishonoured for any reason the Customer shall be liable for any dishonour fees incurred by NaturalMeds.

### 6. Privacy Act 1993

- a. The Customer and the Guarantor/s (if separate to the Customer) authorises NaturalMeds to:
  1. collect, retain and use any information about the Customer and/or Guarantors, for the purpose of assessing the Customer's and/or Guarantors creditworthiness.
  2. disclose information about the Customer and/or Guarantors, whether collected by NaturalMeds from the Customer and/or Guarantors directly or obtained by NaturalMeds from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer and/or Guarantors.
- b. Where the Customer and/or Guarantors are an individual the authorities under clause 6a. are authorities or consents for the purposes of the Privacy Act 1993.

### 7. Personal Guarantee

We hereby provide a personal guarantee for debt owing to NaturalMeds. NaturalMeds may at its sole discretion pursue debts under this personal guarantee independent of or in conjunction with actions against the Customer/Account holder.

This agreement shall be a continuing guarantee to NaturalMeds for all debts whatsoever or whensoever contracted by the Customer with NaturalMeds in respect of goods to be supplied.

### 8. Ordering and Dispatch

Our order department is open to receive orders between 8.00am and 5.30pm Monday to Friday. Every reasonable attempt will be made to dispatch orders received prior to 12.00pm on the day of receipt of order. Orders received after 12.00pm will be dispatched the following business day. Orders received damaged in transit must be left intact as found with packaging and reported immediately to NaturalMeds.

### 9. Freight

All products can be purchased in any quantity. All orders over \$100 excluding GST will be delivered freight free. Orders under \$100 attract a surcharge of \$7.50 excluding GST (\$11.50 excluding GST for Rural delivery) for packing, handling and freight charges.

### 10. Credits and Returns

No credit will be processed for returned goods unless:

- The goods were supplied in error, incorrectly addressed or were damaged in transit and
- A request for credit is lodged within seven days of receipt of product, providing invoice reference and date of order and
- The goods are returned within 14 days.
- Any customer labels must be removed before products are returned.
- Products arriving at NaturalMeds which are damaged due to improper packing will not be credited.

### 11. Out of Stock Items

NaturalMeds operates a backorder system. Out of stock items will be backordered and advice given as to expected delivery date. Any backordered items will be forwarded freight free as soon as they are available. If you do not wish to receive backordered items, please tick the box below.

Please do not place backorders on this account

### 12. Discount Channels

NaturalMeds is dedicated to supporting our retailers with a premium product offering and will not participate in discount channels. To maintain this commitment, resale of our supplements on third-party or discount platforms requires prior written consent from our company. Unauthorised listings or violations of this policy may result in termination of this agreement.