Account Application Form

naturalmeds

Please Select One

- ◯ Health Shop
- ◯ Pharmacy
- ◯ Web Shop
- ◯ Pet Shop
- ◯ Massage Therapist
- ◯ Beauty Clinic
- ◯ Health Practitioner
- ◯ Gym/Personal trainer
- ◯ Cafe/Speciality Food
- ◯ Lifestyle/Gift/Home

◯ 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 _____
Website (if Web Shop) _____

PRACTITIONER DETAILS
(If applicable)

Name of Pharmacist or Health Practitioner

PRIMARY CONTACT
The main contact for orders and general

Full Name _____
Role _____
Phone (Mobile) _____
Email Address _____

ACCOUNTS CONTACT
For invoices and statements - only if different from Primary Contact

◯ Same as Primary Contact

Full Name _____
Email Address _____

ADDITIONAL CONTACTS
Please list any additional staff you'd like to receive communications.

Full Name _____
Email Address _____

Note: Primary and Additional Contacts will receive all communications from NaturalMeds, including product/price updates, company news, and promotional offers. The Accounts Contact will receive account-related emails only (e.g. invoices and statements).

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 2 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 and Instore and Internet Policy as set out on the following pages

Name _____ Position _____
Signed _____ Date _____

TERMS AND CONDITIONS

These terms govern the supply of products to approved health-food retailers and stores.

How these terms are structured

Defined terms used throughout. "FxGroup", "we", "us" or "our" means the FxGroup company you are contracting with for a particular order or account (the "Contracting Entity"), as identified on the relevant website, application form, invoice or order confirmation. Each Contracting Entity contracts with you separately. The Contracting Entities are:

- NaturalMeds Limited, a company incorporated in New Zealand (NZBN: 9429037633905), trading as NaturalMeds.

Applicable law follows the Contracting Entity. Where the Contracting Entity is a New Zealand company, references to privacy, consumer and securities law are to New Zealand law (including the Privacy Act 2020, the Consumer Guarantees Act 1993, the Fair Trading Act 1986 and the Personal Property Securities Act 1999). Where the Contracting Entity is an Australian company, references are to Australian law (including the Privacy Act 1988 (Cth), the Australian Consumer Law, and the Personal Property Securities Act 2009 (Cth)). The governing law and jurisdiction clause sets this out in full.

1. About these terms

1.1 These terms apply to every account opened with us, and every order or sale made by us, in connection with the supply of products and related websites and platforms (the "Services") to retailers.

1.2 By opening an account, registering, placing an order, or otherwise using the Services, you agree to these terms. If you accept on behalf of a business, you confirm you are authorised to bind it.

1.3 These terms apply to the exclusion of any terms you seek to impose and prevail over any inconsistent term in your documents.

2. Definitions

2.1 In these terms: "Retailer" or "you" means the approved retail business holding an account; "Goods" means products supplied by us; "Personal Information" has the meaning given under applicable privacy law; "AI Tools" has the meaning given in clause 16; and "Schedule" means the Schedule of Account Terms at the end of these terms.

3. Acceptance and changes to these terms

3.1 We may amend these terms from time to time. We will publish the current version on our websites and, where the change is material, take reasonable steps to notify account holders. Changes apply to orders placed after the updated terms take effect, and your continued use of the Services after that time constitutes acceptance.

4. Retailer accounts

4.1 Accounts are available to approved retail businesses. We may approve, decline or revoke account eligibility at our discretion. You are responsible for ascertaining and complying with all regulatory requirements applicable to your receipt, possession, use and sale of Goods, including (in Australia) TGA requirements.

4.2 Professional / behind-the-counter ranges. Certain ranges (including the Ayurda Professional range) are to be dispensed by qualified healthcare practitioners only and their display is limited to behind-the-counter. You must comply with any such restrictions notified by us.

5. Orders, pricing and GST

5.1 All orders are subject to acceptance and availability. Prices are as shown at the time of order and are exclusive of GST unless stated otherwise. We may correct pricing errors and change products before acceptance. Order cut-off times and dispatch timeframes are set out in the Schedule.

6. Payment and credit

6.1 Payment terms and late-payment interest are as set out in the Schedule. We may withdraw or vary credit facilities at our discretion.

6.2 We may withhold Goods until payment has been received in full in cleared funds.

7. Title and risk

7.1 Risk in Goods passes to you on delivery. Title does not pass until we have received payment in full, in cleared funds, of all amounts you owe us. Until title passes you hold Goods as bailee and we may enter premises where we reasonably believe the Goods are located to recover them.

8. Personal Property Securities (PPSA)

8.1 These terms create a security interest in the Goods and their proceeds in our favour under the Personal Property Securities Act 1999 (NZ) or the Personal Property Securities Act 2009 (Cth), as applicable. You agree to do anything reasonably required to register and perfect that security interest with priority, to pay associated filing fees, and (to the extent the law allows) you waive your right to receive a verification statement and contract out of provisions that may lawfully be excluded.

9. Default and debt recovery

9.1 If you fail to pay on time we may suspend supply, charge late-payment interest as set out in the Schedule, and recover from you on a full-indemnity basis all costs of recovery, including legal costs (solicitor and own client), collection agency fees and dishonour fees.

10. Personal guarantee

10.1 Where required as a condition of credit, the individual(s) signing the account application personally and unconditionally guarantee payment of all amounts owing. This is a continuing guarantee. We may pursue a guarantor independently of, or together with, action against the account holder.

11. Credit reporting authorisation

11.1 You and any guarantor authorise us to collect, hold, use and disclose information about you for assessing creditworthiness, obtaining or providing a credit reference, debt collection, and notifying default, including to and from credit providers and credit reporting agencies. Where you are an individual, these are authorisations and consents for the purposes of applicable privacy law.

12. Delivery, freight and dispatch

12.1 Freight charges, free-freight thresholds and dispatch arrangements are set out in the Schedule. Delivery timeframes are estimates only and we are not liable for delays outside our reasonable control. Goods damaged in transit must be kept intact with their packaging and reported to us immediately.

13. Backorders and out-of-stock items

13.1 Where an item is out of stock, we may place it on backorder and will advise you of the expected availability.

13.2 Backordered items are dispatched as soon as they become available. Where the rest of your order has already been dispatched, we do not charge additional freight on the backordered items.

13.3 We will keep you informed of material delays. You may cancel any backordered item that has not yet been dispatched by notifying us, and we will refund or credit any amount already paid for that item.

13.4 This clause does not affect your rights under any consumer guarantee that cannot lawfully be excluded.

14. Returns, credits and faulty goods

14.1 We process credits only where: the Goods were supplied in error, incorrectly addressed, faulty, or damaged in transit; a credit request is lodged within the window set out in the Schedule with invoice reference and order date; and the Goods are returned within the window set out in the Schedule, unused and in the same condition in which they were supplied. All returned Goods are inspected on receipt, and we may decline a return or credit, at our discretion, where the Goods show any sign of having been handled, marked, stored or offered for sale by you, or are damaged through improper return packing. Where a return is not due to our error, a fault or transit damage, you are responsible for the cost of returning the Goods. Approved returns will be resolved by a credit to your account or a replacement, at our discretion. We do not offer refunds or returns for change of mind, over-ordering or Goods ordered by mistake. We do not offer exchanges or returns based on product expiry dates, which are shown at the time of order.

15. Resale, discount channels and product display

15.1 We are committed to a premium product offering and do not participate in discount channels. Resale of our products on third-party marketplaces or discount platforms requires our prior written consent. Unauthorised listings or breaches of this clause may result in suspension or termination of your account.

16. Use of data, analytics and artificial intelligence

16.1 AI is integral to the Services. We use artificial intelligence, machine learning and automated data-analysis tools, including tools provided by third parties and offshore processing partners ("AI Tools"), as an integral part of how we operate our business and deliver, support and improve the Services. This includes: customer support; order and account processing; demand forecasting and stock management; fraud prevention; marketing and analytics; and product, service and operational improvement.

16.2 No separate non-AI service. The Services are provided on the basis that AI Tools form part of their operation and delivery. We do not offer a version of the Services that excludes AI-assisted processing. By opening an account, placing an order or otherwise using the Services, you accept the use of AI Tools as described in these terms and our Privacy Policy.

16.3 Human oversight. AI Tools support our decision-making; they do not replace it. We do not use AI Tools to make solely automated decisions that produce legal or similarly significant effects on an individual without human involvement.

16.4 Security and offshore processing. Where AI Tools are provided by third parties, we require by contract that they protect Personal Information and do not use it to train or improve their own underlying models. We do not input identifiable personal information into publicly accessible AI systems. AI processing may occur outside New Zealand and Australia; we take reasonable steps to ensure overseas recipients protect Personal Information consistently with applicable privacy law.

16.5 Statutory rights preserved. Nothing in these terms limits any right an individual has under applicable privacy law that cannot lawfully be excluded, including access to or correction of Personal Information. Such requests may be made to trustcentre@fxgroup.co.nz.

17. Privacy

17.1 We collect, use, hold and disclose Personal Information in accordance with our Privacy Policy and applicable privacy law. By using the Services you agree to our Privacy Policy, which forms part of these terms.

18. Regulatory compliance

18.1 You are responsible for ascertaining and complying with all regulatory requirements applicable to your receipt, possession, display, use and sale of Goods, including TGA requirements in Australia and equivalent requirements in New Zealand.

19. Intellectual property

19.1 All intellectual property in the Services, our websites, platforms and materials remains ours or our licensors'. You are granted a limited, revocable, non-transferable licence to use them solely to use the Services. You must not copy, scrape, reverse engineer, or use them to develop a competing product or to train any machine-learning model.

20. Limitation of liability and consumer law

20.1 Nothing in these terms excludes, restricts or modifies any guarantee, right or remedy that cannot lawfully be excluded, including under the Australian Consumer Law or the New Zealand Consumer Guarantees Act 1993 (the "non-excludable rights").

20.2 Business supply / contracting out. As Goods are acquired by you for the purposes of a business: (a) under New Zealand law, the Consumer Guarantees Act 1993 and the relevant provisions of the Fair Trading Act 1986 do not apply, and it is fair and reasonable to contract out of them; and (b) under Australian law, to the extent permitted by section 64A of the Australian Consumer Law, our liability for failure to comply with a consumer guarantee is limited, at our option, to replacing or repairing the Goods or paying the cost of doing so.

20.3 Exclusion of indirect loss. To the maximum extent permitted by law, and other than for the non-excludable rights, we are not liable for any indirect, special or consequential loss, or for loss of profit, revenue, goodwill or data, however arising.

20.4 Liability cap. To the maximum extent permitted by law, and other than for the non-excludable rights, our total aggregate liability arising out of or in connection with the Services and these terms is limited to the amount you paid us for the relevant Goods in the twelve (12) months before the event giving rise to the liability.

21. Indemnity

21.1 You indemnify us against all claims, losses, costs and liabilities arising from your breach of these terms, your sale or handling of the Goods, or your breach of any law or regulatory requirement.

22. Force majeure

22.1 We are not liable for any failure or delay caused by events beyond our reasonable control, including natural events, disease outbreaks, transport or supply-chain disruption, failure of third-party providers, and changes in law.

23. Suspension and termination

23.1 We may suspend or close your account, or decline or cancel orders, where you breach these terms, fail to pay, sell through unauthorised channels, or provide false or misleading information. Accrued rights and clauses intended to survive termination (including clauses 7–11, 15–17 and 19–21) continue after termination.

24. General

24.1 Governing law. Where the Contracting Entity is a New Zealand company, these terms are governed by New Zealand law and its courts have non-exclusive jurisdiction. Where the Contracting Entity is an Australian company, these terms are governed by the law of Queensland, Australia, and its courts have non-exclusive jurisdiction.

24.2 Severability. If any provision is or becomes unenforceable, it is severed to the minimum extent necessary and the remaining provisions continue in force.

24.3 Waiver and assignment. A failure to enforce a right is not a waiver of it. You may not assign these terms without our consent; we may assign or novate to another FxGroup entity.

24.4 Entire agreement. These terms, the Schedule and our Privacy Policy are the entire agreement between us and supersede prior discussions and terms.

TERMS AND CONDITIONS

Schedule of Account Terms

Where a clause in these terms refers to the Schedule, the applicable figures are those shown here for the relevant Contracting Entity.

Account term	NaturalMeds (NZ)	NaturalMeds (AU)
Payment (on account)	Due 20th of month following invoice	Due 20th of month following invoice
Late payment interest	2% per month	2% per month
Free freight threshold	Orders over $200 (ex GST)	n/a
Freight under threshold	Hawkes Bay: $3.75 +GST Nationwide: $8.25 +GST Rural or Saturday Delivery: $11.75 +GST	$17.50 NZP | $19.90 DHL (orders up to $200) $19.90 NZP | $23.90 DHL (order value $201-$400) $24.90 NZP | $28.50 DHL (order value $401-$700) $27.90 NZP | $35.50 DHL (order value $701-$999)
Order cut-off	12:00pm NZT	12:00pm NZT
Return request window	Within 7 days of receipt	Within 7 days of receipt
Return delivery window	Returned within 14 days	Returned within 14 days

INSTORE AND INTERNET POLICY

Instore Policy:

NaturalMeds carry some products that are labelled as Practitioner-only. These may be sold in retail stores that have a Practitioner in-store responsible for the sale of Practitioner-only products provided the following criteria is met:

- Products may be visible, but in an area where they cannot be picked up by the customer, e.g., behind the counter or in a locked cabinet.
- The product needs to be sold in conjunction with at least a mini in-store consultation with the Practitioner or Pharmacist, this can be verbal.
- It is the Practitioner's responsibility to ask all questions relevant to the product being sold with regards to patient safety.

Suggested mini consultation questions:

- Reason for wanting to take the product.
- Age / weight / gender (to help determine a suggested dosage).
- Other medications /supplements being taken (please note it is the Practitioner's responsibility not NaturalMeds' to check for contraindications).
- Any medical conditions present.
- If a female of child-bearing age, is she trying to conceive / pregnant / breast-feeding or is there a possibility she could be pregnant.
- Any allergies or food intolerances or dietary requirements (e.g., vegetarian / vegan).
- Please note, this is not a complete list, individual products may require additional questions as relevant.

Internet Policy:

NaturalMeds Practitioner-only products may be sold online provided the following criteria is met:

- The product name, product shot and pricing can be shown publicly but product information, supplement facts and suggested use (and any other information needs to be behind a customer login.
- The product needs to be sold in conjunction with at least a mini-consultation by a Practitioner or Pharmacist (see example above). A form that is viewed and signed off by the Practitioner before the sale is completed is acceptable as is a verbal or written conversation.
- It is the Practitioner's responsibility to ask all questions relevant to the product being sold with regards to patient safety.