

Office Use:

Pacbase:

Web Registration:

Account:



PACIFIC HEALTH & FITNESS LTD

6 Gordon Rd, Morningside, Auckland

PO Box 56248, Dominion Rd, Auckland 1030

Fax: (09) 846 9947

Ph: (09) 815 0707

ACCOUNT APPLICATION FORM

CUSTOMER NAME ("the Customer")

TRADING NAME (If Different)

Postal Address: _____

Delivery Address: _____

Phone Number: _____

Fax Number: _____

Mobile Phone Number: _____

Email Address: _____

Please add me to your EMAIL mailing list

I would like a Practitioner Consultant to visit me

SIGN ME UP FOR PACHEALTH WEB ACCESS

SEND ME A CATALOGUE

Therapeutic Modalities Practiced: (Please list below & attach certification/qualifications)

NOTE: Second year students completing an appropriate diploma/degree may purchase "Practitioner Only" nutrition products for their own use. Pacific Health and Fitness Ltd makes no therapeutic claim regarding any of our goods and any information or advice given by Pacific Health & Fitness Ltd staff is intended to be of a general nature only and in no way constitutes a diagnosis or a replacement for professional medical advice.

Sole Trader

Partnership

Company

NAME OF DIRECTORS/OWNERS

PRIVATE ADDRESS

PHONE

In the case of a limited liability company

Registered Office: _____

Company Number: _____

Name of Person acting on behalf of the company: _____

TRADE REFERENCES (If none supplied credit limit will be \$250.00)

Name

Address

Phone

1

2

3

Accounts Payable Contact: _____

Purchasing Contact: _____

ACKNOWLEDGEMENT

The customer agrees to accept the **privacy authority** (see over page) and terms and conditions as stated on the reverse side of this page and confirms all the information provided is true and correct.

Signature: _____

Position: _____

Full Name: _____

GUARANTEE (To be signed by directors where Customer is a company)

In consideration of the supply of goods and equipment to the customer each undersigned guarantor hereby unconditionally and irrevocably guarantees to Pacific Health and Fitness Limited the due and punctual payment by the customer of all moneys payable by the customer for such goods and equipment and the due and punctual performance of all obligations imposed upon the customer under the terms and conditions hereof and each guarantor hereby indemnifies Pacific Health & Fitness Limited from and against all losses, costs (including but not limited to actual legal costs incurred in relation to repossession of the goods or enforcement of the customer's obligations) or damages sustained by Pacific Health & Fitness Limited arising from the default of the customer in compliance with the terms of trade endorsed overleaf.

Signature: _____

Full Name: _____

Signature: _____

Full Name: _____

Witness: _____

Full Name: _____

DATE: Dated the _____ day of _____

20 _____

PRIVACY AUTHORITY

Authorisation (Privacy Act 1993). The customer authorises Pacific Health & Fitness Ltd to obtain such information as may be required in response to the customer's credit references. The customer also authorises Pacific Health & Fitness Ltd to provide credit information to third parties in response to credit reference enquiries.

TERMS OF TRADE

General

- a In these terms reference to "the buyer" shall mean the Customer and reference to "the seller" shall mean Pacific Health & Fitness Limited.
- b These terms and conditions constitute the whole contract between the seller and the buyer and supersede all previous communications either oral or written. Any quotation or tender by the seller shall be deemed to be subject to these terms and conditions. No term or condition contained in buyer's acceptance or order shall add to amend or delete these terms and conditions or any of them unless expressly agreed in writing by a duly authorised officer or seller.
- c It is the buyer's responsibility when accepting this contract or ordering to ensure the goods ordered conform to buyer's requirements and are suitable and sufficient for buyer's purpose.
- d Seller will not accept return of or give credit for any goods supplied under this contract.
- e Any quotation by the seller is not and shall not be construed as an offer capable of acceptance or as creating an obligation to sell.
- f It is the buyer's responsibility to obtain any approvals, licence or permits necessary for the performance of the contract.
- g All descriptive specifications, performance figures, drawings, data, dimensions and weights furnished by seller or contained in catalogues, price list or advertisement are by way of general description only of the goods and shall not form part of the contract.
- h It is the buyer's responsibility to provide all information necessary to enable performance of the contract and the buyer shall be responsible for any costs arising directly or indirectly from any error or omission in that information or any delay in providing that information.
- i If a customer cancels or alters any order or part order for special products or standard products with special materials at any time after the seller has received the order then the seller reserves the right to charge to the customer the charge of any special products or materials already acquired for the order together with the costs of any labour and tooling expended to the date of such cancellation or alterations. No returns of special products will be accepted.
- j Failure by the buyer or the seller to meet any of the individual terms contained within does not render other terms and conditions as not enforceable.
- k The Customer/Guarantor charges as beneficial owner and as trustee of every trust all of the Customer's/Guarantor's land (including land acquired in the future) in favour of Pacific Health & Fitness Ltd to secure the performance and observance of the Customer's/Guarantor's covenants and payment of monies under this deed/agreement. In this clause 'trust' means each trust for which the Customer/guarantor holds as land as trustee.

Price

- a Prices quoted are based on the full quantities specified and do not necessarily operate pro rata for any greater or less quantities.
- b Retail prices are quoted including G.S.T. Wholesale prices quoted are exclusive of G.S.T. which when applicable will be charged to the purchaser.
- c Prices quoted and this contract are based on present rates and costs of material, labour, freight, insurance, customs agents and carriers' fees, government tariffs, duties and taxes and shall be subject to increase in respect of any variation in such rates or costs or the method of assessment of the same occurring before completion of the contract.
- d In the event of the suspension of manufacture or supply or buyer's instruction, or lack thereof, or due to the inability of buyer to accept the goods for any reason on or after the date on which they are ready for delivery, buyer shall be liable for all extra costs and losses thereby incurred by seller.

Terms of Payment

- a The first invoice for a new account must be paid in full before goods are despatched.
- b Prices quoted are strictly net and payment in full shall be made in accordance with the terms and before the 20th of the month following invoice.
- c Default interest shall be paid by buyer on overdue accounts calculated on daily balances from the day following the day upon which payment should have been made, at the rate of eighteen (18%) per cent per annum and without any demand being necessary.

Delivery, Risk and Property

- a Unless otherwise agreed in writing the goods shall be delivered to the buyer at the sellers store or works. If the buyer refuses to take or accept delivery, then the goods shall be deemed to have been delivered when the seller was willing to deliver them.
- b Seller may at its discretion agree to act as agent for buyer for delivery beyond store or works and all costs of carriage and insurance shall be paid by the buyer. The seller shall not be liable for any damages caused to the goods whilst they are in transit. The buyer shall at the buyer's expense provide labour, cranes or forklift and reasonable access to point of delivery for offloading of goods without delay.
- c Where the seller agrees to deliver the goods to the premises of the buyer and where the seller contracts with a carrier to do so, delivery of the goods to the carrier in all circumstances constitutes delivery to the buyer.
- d Delivery of goods to buyer or to the carrier at the point of delivery shall constitute delivery to buyer and upon delivery to buyer risk of loss shall pass to buyer.
- e The buyer acknowledges that this agreement creates a security interest in the goods and equipment as security for the buyer's obligations to the seller under this agreement and this security interest is registrable in the Personal Properties Securities Registry.
- f If buyer resells the goods aforesaid, then as between the buyer and its purchaser, the buyer shall be principal and not agent of seller and the buyer shall account to seller for that part of the proceeds of sale as is equal to the price payable buy the buyer to seller in respect of such goods.
- g Proceeds of sale shall then be received by the buyer as agents of the seller and on their account, such proceeds to be kept in a separate account.
- h Seller may at its discretion make and invoice partial deliveries against an order and each such delivery shall be a separate sales under the terms and conditions of this contract.
- i If after fourteen (14) days from the date on which the goods are ready for despatch, delivery is delayed for any reason beyond seller's reasonable control, seller may store the goods at its premises or elsewhere and the cost of storage, handling and insurance shall be payable by buyer on demand by seller.
- j No delivery may be deferred except with the written consent of seller.
- k In addition to any lien to which seller may be entitled by statute or common law, seller shall in the event of insolvency of the buyer or winding up be thereupon entitled to a general lien on all property whatsoever owned by the buyer and in possession of the seller at the time of such lien, to cover the unpaid price of any goods supplied by seller to buyer.

Inspection and Acceptance

Upon delivery of goods buyer shall inspect goods at their expense and give written notice to seller within seven (7) days of delivery of a non-conformity to description or the terms and conditions of this contract. Failure to give such notice shall constitute an irrevocable acceptance of the goods by the buyer.

Force Majeur

Seller shall not be liable for failure or delay to apply the goods due in any substantial part to any cause beyond its control such as, but not limited to, any act or neglect of any carrier, sub-contractor, manufacturer or supplier of seller, acts of God, strikes, lock-outs, bans or other industrial disturbances, fire, flood, explosion, civil riot, or commotion, government interference or request, by-laws, rules or regulations or order of any competent authority. No such failure or delay shall entitle buyer to terminate this contract and seller's obligations to buyer shall be suspended without liability on the part of seller while such cause exists.

Patents

Seller shall not be liable to buyer or otherwise for any infringement or unauthorised use of any patent, trademark, design, copyright or any other industrial property right arising out of performance of this contract. In case any dispute or claim is made in respect thereof seller may terminate this contract by notice in writing to the buyer without any liability on the part of the seller.

Default

Upon the happening of any of the following events:-

- i The commission by buyer of any act of bankruptcy or buyer going into liquidation or a petition being presented for the sequestration of buyer's estate or for the winding up of buyer; or
- ii buyer being a company is deregistered; or
- iii buyer assigning its property for the benefit of creditors or having receiver or official manager appointed to any of its assets; or
- iv buyer failing to make any payment to seller on the due date; or
- v buyer being in breach of any of these terms and conditions.

then in any such event seller shall without prejudice to any other remedies have the right to:-

- i cease production of the goods; and/or
- ii decline to deliver the goods or any balance of the goods still due under this contract; and / or
- iii stop any goods in transit; and / or
- iv otherwise cease to perform any of its obligations to buyer; and / or
- v terminate the contract without incurring any liability at law or in equity and without prejudice to the rights to recover amounts owing to it by buyer and / or damages; and / or
- vi enter into any premises and repossess any goods already delivered and whether or not property in such goods has passed to buyer in respect of which entry buyer shall indemnify and keep indemnified seller for all damages for which seller may be responsible; and / or
- vii recover from buyer the contract price together with default interest in accordance with Clause 3(b) of all goods delivered and for freight storage handling and any other expenses incurred by the seller; and/or
- viii to sell elsewhere and charge buyer with any resultant loss.

Warranty and Liability of the Seller

- a If the goods are not of a kind ordinarily acquired for personal, domestic or household use the liability of seller for breach of any conditions or warranty implied by the Trade Practices Act, 1974 (other than by Section 69) and / or the Sales of Goods Act 1896 (as amended) shall be limited to one of the following at the seller's option:-
 - i the replacement of the goods or the supply of equivalent goods; or
 - ii the repair of the goods; or
 - iii the payment of the costs of replacing the goods or of acquiring equivalent goods; or
 - iv the payment of the cost of having the goods repaired.
- b To the full extent permitted by law all other warranties or liabilities imposed or implied whether by law or by statute are expressly negated
- c Buyer shall assume all risk and liability resulting from the use of the goods either alone or in conjunction with other goods or materials even if seller had or should have had prior knowledge of use to which the goods would be put.
- d Pacific Health and Fitness Ltd makes no therapeutic claim regarding any of our goods and any information or advice communicated by Pacific Health & Fitness Ltd or its staff is intended to be of a general nature only and in no way constitutes a diagnosis or a replacement for professional medical advice. This includes any information obtained from suppliers for which Pacific Health and Fitness Ltd is an agent.

Miscellaneous

- a This contract shall be governed and construed in accordance with the law of New Zealand.
- b All notices to be served upon buyer shall be deemed to be duly served if left at or sent by ordinary prepaid post to the last known address of the buyer. Buyer shall be deemed to have received any notice two (2) days after posting.
- c Buyers shall not assign any rights or obligations under this contract without the prior written consent of seller.
- d No waiver by seller of any default of buyer in the performance of any obligation or condition of this contract shall be deemed to be a waiver of that or any other obligations or condition.
- e The singular shall include the plural and vice versa, words importing any gender shall include every other gender and where there is more than one buyer buyers shall be bound to seller jointly and severally.