

APPLICATION FOR CREDIT

Please complete and sign this application if you wish to operate a credit account with
SPHERE HEALTHCARE PTY LTD (ABN 58 054 309 705) ("Sphere")

NAME OF APPLICANT: _____ ABN/ACN: _____

TRADING NAME: _____

Year of Incorporation: _____ Type of Business: _____

Type of registration: (please tick)

Pty Ltd Co Public Co Partnership Sole Trader Trust

REGISTERED OFFICE: _____

_____ POSTCODE: _____

BILLING ADDRESS: _____

_____ POSTCODE: _____

DELIVERY ADDRESS: _____

_____ POSTCODE: _____

Freight Arrangements: _____

CREDIT LIMIT REQUESTED \$ _____

PHONE: _____ FAX: _____ EMAIL: _____

ACCOUNTS CONTACT: _____ PURCHASING CONTACT: _____

WEB SITE: _____

DIRECTORS:

Name	Address	Postcode
_____	_____	_____
_____	_____	_____
_____	_____	_____

NAME OF **AUTHORISED PERSON/S** RESPONSIBLE FOR PAYMENT/CREDIT MATTERS:

(INTERNAL USE ONLY)

a) CUSTOMER CODE	d) DEED OF GUARANTEE AND INDEMNITY
b) TERMS GRANTED	e) SALES PERSON
c) CREDIT LIMIT APPROVED	APPROVED BY :

APPLICATION FOR CREDIT (continued)

PROFESSIONAL REFERENCES:

SOLICITORS:

PHONE:

ACCOUNTANTS:

PHONE:

BANK (Name & Address)

PHONE:

TRADE REFERENCES:

Name and Contact

Address

Phone No.

Fax No.

1.

2.

3.

Has the business ever been refused a request for credit account, or had an account stopped and/or cancelled by a supplier, bank or finance company? If yes, please provide particulars;

YES/NO

Has the business and/or any Director, or person/s concerned in the ownership of the business ever;

1. Assigned their estate for the benefit of creditors and/or been declared bankrupt?

YES/NO

2. Been placed under a receiver manager, petition to wind up, or entered into a scheme of arrangement with creditors?

YES/NO

Declaration:

I/We have read and understood the Sphere Standard Terms and Conditions of Sale presented within this document and accept same, taking particular notice of clause 15 which governs Retention of Title conditions. I/We certify that the information I/we have provided herein is true and correct and to the best of my/our knowledge and belief. I/We hereby authorize Sphere to make any credit checks it deems necessary in order to issue a credit account and to exchange any relevant information with any of the nominated Trade Referees (including professional referees) per this document. I/we certify that I/we am/are authorised to sign this application for and on behalf of the Applicant.

Signed for and on behalf of the Applicant by:

SIGNED:

DATE:

PRINT NAME:

TITLE:

Signed for and on behalf of:

SPHERE HEALTHCARE PTY LTD

DATE:

GUARANTEE AND INDEMNITY

I/We the undersigned have requested you to supply

(“Customer”)

(Name and address of Customer)

with goods and services as per the signed and agreed terms and conditions of sale with Sphere Healthcare Pty Ltd (“Sphere”). Should Sphere elect to do so then:-

- 1) I/We indemnify Sphere against any losses, costs, charges and expenses of any nature which it might incur as a result of any default by the Customer and notwithstanding and subject to any Purchasing/Manufacturing Agreement between Sphere and the Customer.
- 2) I/We will also be responsible to Sphere for all outstanding monies due now or at any time in the future for goods and services supplied and I/we accept that ownership of these goods will not pass to the customer until the associated invoices have been paid in full.
- 3) I/We agree that each application for credit made by the Customer to Sphere shall be deemed to have been accepted as an agreement between the Customer and Sphere from the date of Sphere’s first invoice to the Customer and without further notice to me/us this Agreement shall also immediately have effect as an Agreement between me/us and Sphere.
- 4) This guarantee may only be withdrawn by giving you fourteen (14) days notice in writing by certified mail, but will continue in force in respect of all debts incurred by the Customer up to the date of withdrawal.
- 5) I/We agree that before providing credit to the Customer, Sphere may seek from a credit agency a credit report containing personal information about me/us to assist in deciding whether to accept me/us as guarantor on behalf of the Customer.
- 6) In this guarantee and indemnity singular words include the plural and vice versa and where there is more than one Guarantor they shall be bound jointly and severally.
- 7) This guarantee and indemnity will be deemed to be legally binding on all associated parties signed hereto and at the discretion of Sphere Healthcare, Sphere Healthcare may exercise its legal rights to obtain its due entitlements by exercising its rights under this guarantee under whatever jurisdiction and/or law of the land Sphere Healthcare deems appropriate.

SIGNED AS A GUARANTEE AND INDEMNITY by

 Signature of Guarantor/s

 Signature of Customer

 Print Name of Guarantor/s

 Print Name of Customer

 Address of Guarantor/s

 Address of Customer

 / /
 Date

 / /
 Date

In the presence of:-

In the presence of:-

 Signature of Witness

 Signature of Witness

 Name and Address of Witness

 Name and Address of Witness

Privacy Act

Sphere Healthcare Pty Ltd (Sphere) acknowledges and respects the privacy of individuals and has a Privacy Policy governing its commitment to privacy.

Sphere is bound by the Privacy Act and the National Privacy Principles. We advise that certain information that Sphere collects may be “personal information” as defined by the Privacy Act 1998.(Section 18K (1) (b), Privacy Act 1998)

Information requested by Sphere is collected as part of its normal processes of business decision-making. The intended recipient of the information is Sphere itself. In accordance with the Privacy Act, certain items of personal information collected by Sphere will be maintained on internal files. Sphere may also provide the information to service providers engaged by Sphere and external agencies, in which case the service providers and external agencies are required by Sphere to be similarly bound by the Privacy Act and the National Privacy Principles. If at any time Sphere Healthcare is required by law to release information about individuals or their organisations, Sphere will cooperate fully. Sphere may also provide personal information to other credit providers nominated by you

Sphere Healthcare has security measures designed to protect against the loss, misuse and/or alteration of the information under its control.

The provision of information is voluntary. However if the requested information is not provided, Sphere may not be able to complete its internal processes and deal with your requirements of the company.

In accordance with the act, individuals have a right of access to, and alteration of, personal information concerning themselves on Sphere’s files.

I/We acknowledge having read and understood the contents of Sphere’s Privacy Policy.

1. Agreement that Sphere may seek consumer credit information (Section 18K(1)(b), Privacy Act 1988)

If Sphere considers it relevant to assessing my/our application for commercial credit, I/we agree to Sphere obtaining from a credit reporting agency a credit report containing personal credit information about me/us in relation to commercial credit provided by Sphere.

2. Exchanging information with other credit providers (Section 18N(1)(b), Privacy Act 1988)

I/we agree to Sphere obtaining personal information about me/us from other credit providers, whose names I/we may have provided for Sphere or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit made to Sphere.

3. Agreement to a credit provider being given a consumer credit report to collect overdue payments on commercial credit (Section 18K 1(h) Privacy Act 1988)

I/we agree that Sphere may obtain a consumer credit report about me/us from a credit reporting agency for the purpose of collecting overdue payments relating to commercial credit owed by me/us.

Signature (1)

Signature (2)

Name

Name

Position

Position

Date _____

Date _____

1. DEFINITIONS

In the following Terms and Conditions of Sale “the Purchaser” shall mean the entity purchasing the goods and services which are the subject of these terms and conditions of sale and “Sphere” shall mean Sphere Healthcare Pty Limited ACN 054 309 705 the entity supplying the same goods and services.

2. BINDING TERMS AND CONDITIONS

The only contractual terms which are binding upon Sphere are those set forth herein or otherwise agreed to in writing by Sphere and those if any which are imposed by law and which cannot be excluded.

3. PRICES AND STATUS OF PRICE LIST

Prices specified by Sphere are exclusive of GST (as that term is used in a New Tax System (Goods & Services Tax) Act 1999 as amended). Prices on Sphere price lists are subject to variation without notice and the price applicable will be the price on the invoice. Prices quoted prior to order are valid for 30 days from the date of quotation.

4. DELIVERY CHARGES

Prices exclude freight. Freight costs will be applied to the Purchaser’s account at rates charged by Sphere’s nominated carrier unless specific prior arrangements are made by the Purchaser to the contrary. If the Purchaser requests special delivery arrangements special delivery charges may apply.

5. OUT OF STOCK ITEMS

Should any item not be supplied with the rest of the Purchaser’s order, Sphere will place that item on backorder. Sphere will contact the Purchaser as soon as the item becomes available. Freight on items supplied on backorder will be for Sphere’s account.

6. CANCELLATION OF CONTRACT

The Purchaser shall not be entitled to cancel the contract except with Sphere’s written agreement. Sphere may cancel the contract if the Purchaser is in arrears with payments on account with Sphere. If the Purchaser is declared bankrupt, placed in receivership, in administration or in liquidation, Sphere may cancel the contract and pursue legal remedies for materials expended or materials specially procured.

7. ACCEPTANCE

The Purchaser will be deemed to have accepted the goods on delivery if no written claim or objection has been received by Sphere within 7 days of the goods having been delivered to the Purchaser. If the Purchaser refuses to accept delivery from Sphere or its delivery agent, such refusal shall be unlawful repudiation of the contract.

8. PAYMENT TERMS

Payment terms are net 30 days from date of statement unless otherwise agreed in writing by Sphere.

9. TIMING OF PAYMENT

Payment shall be deemed to have been made:-

- a) If cash is tendered – on the date it is tendered, and
- b) If a cheque or other negotiable instrument is tendered - on the date upon which such cheque or other negotiable instrument is negotiated and cleared by Sphere’s bankers, and
- c) If funds are transferred to Sphere’s bank account - on the date the funds are credited to Sphere’s account by the bank.

10. TIME OF THE ESSENCE

In respect to the Purchaser’s obligation to make payment for the goods sold by Sphere to the Purchaser time shall be of the essence.

11. SANCTIONS FOR LATE PAYMENT

If the Purchaser defaults in meeting outstanding payments Sphere may elect to:

- a) Charge the Purchaser interest calculated on the portion of the Purchaser’s account overdue at the rate of 2% per month from the date on which such default arose; and
- b) Require the Purchaser to reimburse Sphere for all collection costs including legal costs incurred by Sphere calculated on

a solicitor and client basis as a consequence of Sphere instructing its solicitor to provide advice to it in connection with the default and/or to institute such recovery process as shall in the absolute discretion of Sphere be appropriate to the circumstances.

12. APPLICATION OF ARREAR PAYMENTS

Any payments tendered by the Purchaser to Sphere shall be applied as follows:-

- a) Firstly as reimbursement for any collection costs incurred by Sphere in accordance with Clause 10 (b);
- b) Secondly as payment of any interest charged to the Purchaser in accordance with Clause 10 (a) and
- c) Thirdly in satisfaction or part satisfaction of the oldest portion of the Purchaser’s account.

13. RETURNS

Sphere will accept return of goods originally supplied by Sphere only by prior arrangement and subject to the goods being labelled by the Purchaser with a Return Authorisation Number allocated by Sphere.

14. RISK AND INSURANCE

Unless otherwise agreed in writing by Sphere, goods supplied by Sphere to the Purchaser shall be at the Purchaser’s risk immediately on despatch to the Purchaser or delivery into the Purchaser’s custody (whichever is the sooner).

15. RETENTION OF TITLE

- c) All the goods delivered by Sphere remain the property of Sphere until all debts owing by the Purchaser to Sphere have been paid.
- d) These provisions apply notwithstanding any arrangement under which Sphere provides credit to the Purchaser.
- e) Until payment of all debts owing to Sphere, Sphere may without prejudice to any of its other rights and without prior notice re-take and resume possession of any goods which remain Sphere’s property. This will occur if:
 - i) There is any breach of any contract between Sphere and the Purchaser; or
 - ii) The Purchaser commences to be wound up or is placed under official management.

16. TESTING

All goods manufactured by Sphere are manufactured from high-quality materials and to rigid specifications. Both raw materials and finished products are tested to ensure consistency of quality and potency.

17. BATCH NUMBER

All products supplied carry a Sphere batch number on the label or container. The Purchaser is required to quote the batch number in any communication with Sphere after delivery of the batch has been effected.

18. PRIVACY AUTHORITY

Where goods are supplied to the Purchaser on credit the Purchaser irrevocably authorises Sphere, its employees and/or agents to make such enquiries as deemed necessary to investigate the credit worthiness of the Purchaser from time to time including (but without limiting) the making of enquiries of persons nominated as trade referees, the bankers of the Purchaser or any other credit providers and the Purchaser hereby authorises the information sources to disclose to Sphere such information concerning the Purchaser which is within their possession and which is requested by Sphere .

19. APPLICABLE LAW

The contract of sale shall be construed in accordance with the law of the State of New South Wales, Australia.

Purchaser:- _____

Purchaser’s ABN:- _____

Purchaser’s Acceptance:- _____

Date:- _____ / _____ / _____