



## Credit Application Form

**Company / sole trader / partnership** (please circle)

Company name: \_\_\_\_\_

Trading name (if different from above): \_\_\_\_\_

Postal address: \_\_\_\_\_  
\_\_\_\_\_

Registered office: \_\_\_\_\_

Delivery address: \_\_\_\_\_  
\_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Proprietor(s) / director(s): \_\_\_\_\_  
\_\_\_\_\_

Company operating since: \_\_\_\_\_

Bank: \_\_\_\_\_

Branch: \_\_\_\_\_

Paid-up capital: \$ \_\_\_\_\_

Type of business: \_\_\_\_\_

Accountant: \_\_\_\_\_

Tel: \_\_\_\_\_

### Business references

- |          |            |
|----------|------------|
| 1. _____ | Tel: _____ |
| 2. _____ | Tel: _____ |
| 3. _____ | Tel: _____ |

I/We warrant the truth and accuracy of the above information.

I/We agree to pay all accounts on the 20th of the month following purchase or as agreed.

I/We will notify you immediately of any change in address.

I/We accept the Conditions of Sale as per attached.

I/We give our personal guarantee to all debts incurred by the above applicant.

I/We agree to pay all costs and/or expenses incurred instructing any third party to recover any amount overdue for payment.

Signature/s of director(s) / proprietor(s): \_\_\_\_\_

Print name/s of director(s) / proprietor(s): \_\_\_\_\_

Date: \_\_\_\_\_

### OFFICE USE ONLY

#### Credit Report

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Checked by: \_\_\_\_\_ Account No: \_\_\_\_\_ Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_ Order value: \$ \_\_\_\_\_ Date: \_\_\_\_\_

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# Privacy Act

## Disclosure and Consent

I/We: \_\_\_\_\_  
(name of trading entity)

and: \_\_\_\_\_  
(name of director(s) / proprietor(s))

- (1) authorise Jackson Allison Medical & Surgical Ltd to collect any information it reasonably regards as necessary for its credit enquiry and control purposes from any reputable credit agency/ies (or debt collection agency/ies) and/or from any other person/s or corporate body/ies it considers appropriate
- (2) authorise any reputable credit agency/ies (and/or debt collection agency/ies) and/or any other person/s or corporate body/ies to provide Jackson Allison Medical & Surgical Ltd with any information which may reasonably be regarded as necessary for Jackson Allison Medical & Surgical Ltd's credit enquiry and/or control purposes
- (3) authorise Jackson Allison Medical & Surgical Ltd to provide, to any reputable credit agency/ies (and/or debt collection agency/ies) and/or any other person/s or corporate body/ies), in response to any credit enquiries by them, details of this credit application and of any dealings following on from it
- (4) I/We also acknowledge that I/we do not have to provide Jackson Allison Medical & Surgical Ltd with any information but that if I/we do not it may affect their decision whether or not to give or continue giving me/us supply on credit terms. I/we understand that I/we have certain rights under the Privacy Act 1983 to access and correct any information Jackson Allison Medical & Surgical Ltd holds about me/us.

Signature: \_\_\_\_\_

Name/s: \_\_\_\_\_

Date: \_\_\_\_\_

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# Terms & Conditions of Sale of Jackson Allison Medical & Surgical Limited

(referred to below as "JAMS")

## 1. Applicability

- (a) These conditions shall apply to all contracts involving supply of goods by JAMS.
- (b) No person acting or purporting to act on behalf of JAMS shall have authority to waive or change these conditions orally and any waivers or changes have effect only if made in writing and signed on JAMS' behalf.

## 2. Prices

- (a) The stated prices (whether listed, quoted or tendered) do not include GST or any other taxes, insurance or freight unless otherwise stated.
- (b) The prices listed are based on rates and conditions ruling at the date of supply unless otherwise specified in writing and orders are accepted on the understanding that they are charged at the prices ruling at the time of delivery.

## 3. Payment by Non Account Holder

Credit Card payments are made on the website via DPS. We accept only Visa and Mastercard.

## 4. Payment by an Account Holder

- (a) Payment is due in full by the 20th of the month following the month of invoice.
- (b) If default is made in payment by the due date JAMS may (without prejudice to any other rights it has pursuant to these conditions or by law) withdraw any previous agreed discounts or special terms and also may charge simple interest of 2% per month (plus GST) from 30 days after the date payment became due until the date JAMS receives payment in full. Payments received after due date will be applied firstly to the portion representing interest and secondly to the portion representing purchases.
- (c) *Payment* means the receipt by JAMS of cleared funds.

## 5. Ownership

The Customer hereby acknowledges that the goods supplied by JAMS shall remain the property of JAMS until JAMS receives payment for same. As from delivery the goods shall be at the Customer's risk AND the Customer shall retain and preserve such goods in new 'condition' and shall ensure that all serial numbers, identification marks stickers and packaging shall be kept intact with such goods until they have been sold in the normal course of business. JAMS hereby agrees to allow the Customer to deal, sell or trade with the goods in the normal course of business and for the Customer to retain the sale proceeds of such sale or dealing provided that the Customer adheres to the terms and 'condition' of this agreement. In the event of the Customer defaulting in any of these terms of this Agreement, then JAMS shall have the right (without giving notice) to retake possession of the goods supplied to the Customer by JAMS and the Customer hereby authorises and allows JAMS or its representatives, servants, agents, or employees to enter the premises upon which the goods are housed or stored for the purpose of retaking possession of the same and JAMS shall not be liable for any costs, losses, damages, expenses or any other monies or losses suffered by the Customer as a result of JAMS retaking possession of the goods

## 6. PPSA

The Customer acknowledges in the terms of the Personal Property Securities Act 1999, that the Customer grants a security interest to JAMS over all goods and proceeds of goods sold and delivered to the Customer by JAMS now and in the future, and includes all obligations of the Customer to JAMS. The Customer consents to JAMS registering a financing statement and will provide further information to facilitate the Registration of any such financing statement. The Customer waives the right to receive a verification statement from JAMS.

## 7. Delivery

Without prejudice to its other rights JAMS shall be entitled to withhold delivery if it considers the buyer's creditworthiness to be unsatisfactory.

## 8. Risk

The risk in the goods shall pass to the buyer upon delivery and the buyer will insure the goods for their full replacement value for the benefit of JAMS until ownership of the goods has passed to the buyer.

## 9. Claims

- (a) Since methods and conditions of application use are beyond JAMS' control, any liability whatsoever which JAMS may have under any implied or express statutory or other representation, warranty, condition or term made in connection with or applying in respect of the quality, state, condition, fitness or properties of any goods supplied by JAMS is limited to the replacement of the goods on credit or payment of a price at the opinion of JAMS. In particular it does not extend to consequential loss and is conditional upon the buyer making a written claim to JAMS within a reasonable time of delivery and returning to JAMS a sufficient part of the goods to enable proper examination and testing.
- (b) No return of goods will be accepted by JAMS nor claims recognised unless the RMA/Packing Slip number is quoted. Return of goods will not be accepted unless the return is agreed by JAMS beforehand nor if the return is made more than 7 days after the receipt of goods. Damage in transit on returned goods is at buyer's risk. This will include freight and a restocking fee if applicable.

## 10. Indemnity

- (a) The buyer warrants that any design or instruction it requests JAMS to follow will not cause JAMS to infringe any patent, registered design, trademark, copyright or any other intellectual or industrial right.
- (b) Where JAMS follows any design or instruction given by the buyer in 8 (a) the buyer will indemnify JAMS against any damages, penalties, costs and expenses for which JAMS may become liable.

## 11. JAMS Policy for Despatching and refunds Relating to Internet Orders

This policy is an addendum to existing terms of trade to cover orders and payments received via the on line based system. JAMS policy for all orders is to despatch within 2 working days unless there is a stock outage, the item is a non stock product or one requiring assembly at the customer's premises. In the case of stock outage, the customer will be emailed with an expected ETA and the unfulfilled order retained on back order. Freight will be charged when the order is entered in the JAMS on line ordering web site so the customer is aware of the charge and the discounts points that apply. Refunds are covered by JAMS terms of trade. Should a refund be agreed the refund will be actioned via the same payment method for which the order was originally paid.

## 12. JAMS Freight Policy for Sales Via Web Site

Pricing for all JAMS products sold via the JAMS web site online ordering system is freight exclusive. This applies to all orders bought and paid for using the on line ordering system including overseas orders.

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