

# Account Application



ESSENTIAL TO HEALTH

# EBOS GROUP AUSTRALIA PTY LTD ACCOUNT APPLICATION

## Section One: Your Account Type PLEASE SELECT ONE OF THE TWO ACCOUNT TYPES

Customer Accounts are available via these two options. Please fill out the sections which apply to the type of Account you require. These are indicated by **1** or **2**.

**1**  **CREDIT CARD ACCOUNT**   
 Please fill in sections 2-5  
 (Payment by credit card at time of purchase)

**2**  **CREDIT ACCOUNT**   
 Please fill in sections 2-7  
 (Payment on account at time of purchase)

Please Note: Where purchases are likely to be infrequent or \$500 or less per month, please select credit card payment type (Option 1). **Payment of your account can be made online at [www.ebosonline.com.au](http://www.ebosonline.com.au)**

## Section Two: Your Contact Details



**Legal Name:**

**Trading Name:**

**ABN No:**

(Must be provided)

**Nature of Business:**

**Registered Address:**

**Postal Address:**

(If different from above)

**Delivery Address:**

**Special Instructions:**   
(Hours of operation etc)

**Telephone:**

**Fax:**

**Email:**

**Mobile:**

**Web Address:**



## Section Three: Keeping in Touch

Do you wish to order using EBOS Online ([www.ebosonline.com.au](http://www.ebosonline.com.au)) Yes  No

Please provide Email address for online ordering:

Do you wish to receive information relating to special offers, promotions Yes  No

If yes, please provide email address:



## Section Four: Scheduled Products

Do you wish to purchase Scheduled Products?  Yes  No

To purchase Scheduled Products the Health Department requires EBOS retains a copy of your Practitioner License including address information. NB: Copies from AHPRA Website must be signed by the Practitioner.



## Section Five: Acceptance of Our Trading Terms

I/We the applicant/partner/director of the company declare that I/We have never been registered under the Bankruptcy Act or been a director of a company which has gone into liquidation or had a receiver/manager appointed. I/We declare that I/We have read and understood, and agree to abide by the trading terms and conditions below, in particular that payment on account is to be made within 20 days of statement date, or as varied from time to time by EBOS Group Australia Pty Ltd. I/We expressly represent to EBOS Group Australia Pty Ltd that I Am/We are authorized to sign this application for a credit facility on behalf of the applicant. I/We acknowledge that first use by the applicant of the credit facility will constitute its acceptance of, and agreement to, the Terms and Conditions. I/We declare that the information provided by Me/Us in this document to be true and correct.

**Full Name:**

**Position:**

**Email Address:**

**Authorised signatory:**

**Date:**





### Section Six: To Apply for a Credit Account (purchases in excess of \$500 per month)

#### CREDIT ACCOUNT:

ACN Number:  Date Established:

Business Ownership: Limited Liability Company  Owner Operator  Partnership  Corporate   
Government Body  Other

Corporate/Group Name:

Director/Owner Name:  No. of Employees:

Director/Owner Name:  Date of Birth:

Address:  Est. Monthly Spend: \$

ABN No:

#### Trade References (Minimum of two referees must be provided):

Name:  Phone No:

Name:  Phone No:

Name:  Phone No:



### Section Seven: Your Business Contact Details

(Where applicable):

1. Accounts:  Phone No:

Email:  Mobile:

Position:  Fax No:

2. Purchasing:  Phone No:

Email:  Mobile:

Position:  Fax No:

3. Medical/Clinical:  Phone No:

Email:  Mobile:

Position:  Fax No:

Please provide email address for electronic invoicing:



Please return to EBOS Group Australia Pty Ltd

PO Box 100 Kingsgrove NSW 1480 | Attention: New Accounts

Fax: 1800 810 257 | Email to: customerservice@ebosgroup.com.au

For further enquiries or any assistance in completing the Account Application Form, please feel free to call us on 1800 269 534

## TERMS AND CONDITIONS OF SUPPLY OF GOODS BY EBOS GROUP AUSTRALIA PTY LTD TO THE CUSTOMER

These terms and conditions ("Terms") apply whenever EBOS Group Australia Pty Limited ("EGPL") supplies any products ("Goods") to any person ("the customer"), unless expressly agreed otherwise in writing. By requesting the supply of Goods from EGPL, the customer acknowledges and agrees to the Terms.

### 1. SALE AND PURCHASE

- 1.1 EGPL agrees to sell and the customer agrees to purchase the Goods referred to on a purchase order issued by the customer and accepted by EGPL.
- 1.2 The customer cannot cancel any purchase order for Goods after issue and is bound to pay the price for those Goods, unless EGPL expressly agrees otherwise in writing.

### 2. PAYMENT

- 2.1 Payment for the Goods is due in full, without deduction, withholding or set-off of any kind, twenty days from the date of the statement issued by EGPL. Payment by Credit or Charge Card will be accepted provided arrangement has been made to do so prior to purchase. Credit or Charge Cards may not be used to pay accounts that are overdue unless the customer agrees to pay the merchant fees applicable.
- 2.2 Interest may be charged on amounts that are overdue from the due date for payment until payment in full and will be calculated at the Commonwealth Bank overdraft index rate ruling at the time.

### 3. PRICING

- 3.1 Unless specified on the invoice, all prices are exclusive of goods and services tax (if any) chargeable under the A New Tax System (Goods and Services Tax) Act 1999 (Cth), ("GST"). GST is payable by the customer at the same time as the price for the relevant Goods.
- 3.2 Unless otherwise agreed in writing, the price charged shall be the price ruling at the time of placing the order. Verbal quotations are not binding on EGPL. Written quotations are only valid for one calendar month unless otherwise stated. EGPL may vary its prices at any time without notice.

### 4. WARRANTY

- 4.1 Any capital equipment sold as agent or under licence by EGPL has a three (3) month warranty against defects subject to:
  - a. Defects must have arisen from faulty materials or workmanship
  - b. Defects must not have arisen due to accident, alteration, abuse, misuse, interference, or excessive wear and tear.
  - c. Accessories used with the Goods must be approved by EGPL.
- 4.2 Except as set out in these Terms or otherwise expressly agreed in writing, all conditions, representations, warranties, terms and undertakings, whether express or implied, are excluded to the maximum extent permitted by law, but EGPL will endeavour to provide the customer with the benefit of any warranty EGPL receives from the supplier or manufacturer of the Goods.
- 4.3 Returns of faulty capital equipment under warranty will be actioned by repair or replacement by/from the manufacturer/supplier. Only under instruction from the manufacturer/supplier will the price of the Goods be credited.
- 4.4 Non warranty repairs may be returned for inspection before being passed on to an appropriate repairer should this be found necessary. No repairs will be carried out directly by EGPL. Repairs will be invoiced at cost with the addition of a fee (minimum fee \$25) covering the inspection, handling, and freight of the item. No guarantee of prompt return can be offered as the repair is not carried out by EGPL, though EGPL will try to minimise any delays.

### 5. RETURNS

- 5.1 If the customer is unhappy with the goods provided, has received the incorrect Goods, or has a return for some other reason, then (subject to clause 5.2) these Goods may be accepted for return only when a Return Goods Authorisation (RGA) number has been requested and authorised by EGPL Customer Service personnel for those Goods. When applying for an RGA, the original invoice number is required to be quoted. All returned goods are to be properly packed, clearly labelled with the RGA number, and returned via EGPL's nominated means.
- 5.2 Returns will not be accepted for credit if:
  - a. The Goods were delivered more than 24 hours prior to the request for return.
  - b. The Goods returned are incomplete, or have been used.
  - c. The Goods are received by EGPL in a damaged or resaleable condition, or are not in their original unopened packaging.
  - d. The Goods were not stored and/or shipped as per the manufacturer's or EGPL's recommendations.
  - e. The Goods are not normal EGPL stock items and have been procured by EGPL to meet a specific customer requirement.
  - f. The Goods are not returned to EGPL's nominated warehouse
  - g. The Goods are cold chain category products.
- 5.3 Any claim that Goods are defective or do not correspond with any order must be made by the customer to EGPL within 24 hours of delivery (or in the case of cold chain products, on the day of delivery) or that claim will be waived and EGPL will not have liability in respect of such Goods.
- 5.4 If the reason for the return was not the fault of EGPL or if the Goods are otherwise not entitled to be returned for credit, then a restocking fee (minimum fee \$30) may apply, together with any other charges (including freight) incurred by EGPL in connection with such return and any handling fee included within the price may not be refunded or credited.

### 6. DELIVERY AND RISK

- 6.1 The risk in the Goods shall pass to the customer immediately upon delivery or, where the customer is to arrange delivery, when the Goods are made available for collection by the customer.
- 6.2 Any time stated for delivery is an estimate only. EGPL is not liable for any delay in delivery (howsoever caused), nor for any failure to deliver caused by the customer's failure to provide EGPL with adequate delivery instructions or any other instructions relevant to the supply of the goods. Any such delay or failure does not give the Customer a right to reject the goods.

### 7. TITLE

- 7.1 The property in Goods shall not pass from EGPL until the customer's indebtedness to EGPL pursuant to any invoices from EGPL to the customer is paid in full. Until such payment in full is made the customer shall keep the Goods for and on behalf of EGPL in its capacity as a fiduciary and subject to these terms. EGPL authorises the customer to sell or use the Goods, in the ordinary course of the customer's business, as EGPL's fiduciary agent for the account of EGPL only. The proceeds of sale are the property of EGPL and the customer shall hold such proceeds for and on behalf of EGPL in a fiduciary capacity. The customer shall pay such proceeds for and on behalf of EGPL in a fiduciary capacity. The customer shall keep separate records as to the Goods sold and as to the amounts received. This authority to sell and use the Goods is revoked immediately if a customer default occurs (as described below) or if EGPL revokes that authority in writing.
- 7.2 The customer shall ensure that the Goods are stored in such a way that they do not become spoilt or damaged, are clearly identifiable as the property of EGPL and are not intermingled with the property of the customer or of any other person. The customer shall not in any way alter or treat the Goods so as to change the quality or nature in any way so that they can not be distinguished until such time as full payment has been made as aforesaid. The customer shall notify EGPL in writing of any intended sale of the customer's business, which includes or purports to include the Goods as part of the customer's property. Until payment to EGPL in full, the customer shall grant any security interest over, lease, assign or otherwise deal with the Goods, except as permitted by these Terms or with the written consent of EGPL.

### 8. PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA)

8. The customer acknowledges that these Terms constitute a security agreement which creates a security interest under the Personal Property Securities Act 2009 (Cth) ("PPSA") in favour of EGPL in all Goods and their proceeds supplied by EGPL to the customer at any

time to secure the payment of all amounts, and the performance of all obligations, owing by the customer to EGPL in connection with any such Goods. The customer agrees, at its cost, to provide such information, sign such documents and do such other things as EGPL may require in order to enable EGPL to register and perfect that security interest and obtain and maintain a first ranking priority position over the Goods and their proceeds. To the maximum extent permitted by applicable law, the parties agree that:

- a. the customer waives any right to receive a verification statement under the PPSA in respect of the security interest created by these Terms; and
- b. the customer waives and, with EGPL's agreement contracts out of, the customer's rights under sections 95, 96, 118, 121(4), 125, 129, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA. Terms defined in the PPSA shall have the same meaning when used in this clause.

### 9. CUSTOMER DEFAULT

- 9.1 If:
  - a. The customer breaches any provision of these Terms (or any other agreement with EGPL);
  - b. The customer suffers any bankruptcy or insolvency event (including the appointment of any liquidator, receiver, administrator or similar officer in respect of the customer or any of its assets; any resolution is passed, proceedings filed or order made for the liquidation, receivership, administration, bankruptcy, winding-up or dissolution of the customer; the customer enters into any compromise or arrangement with its creditors; or any analogous event under the laws of any applicable jurisdiction); or
  - c. any event occurs or information becomes known to EGPL which, in EGPL's opinion, might materially affect the customer's creditworthiness, the value of the Goods or the customer's ability or willingness to comply with its obligations under these Terms (or any other agreement with EGPL), then without limiting any other right or remedy EGPL may have, EGPL may at any time without notice:
    - d. suspend or terminate any or all existing and future contracts with the customer for the supply of Goods and claim damages from the customer for all losses, including without limitation packaging, storage or demurrage costs, loss of profits and any reduction in value of the Goods;
    - e. suspend, cancel or vary any credit terms and require immediate payment of any or all amounts outstanding;
    - f. enter on any premises where the Goods are located and take possession of and remove the Goods; and/or
    - g. re-sell or dispose of the Goods in any manner the Company sees fit.
- 9.2 The customer irrevocably authorises EGPL, its agents and contractors to enter on to the customer's premises without notice in order to exercise its rights under these Terms following a customer default as described above. The customer must procure all other consents and rights necessary to enable, and to indemnify EGPL (and its agents and contractors) from and against any liability incurred in connection with, the exercise by EGPL of such rights.
- 9.3 The customer will pay on demand all costs (including legal costs on a solicitor/client basis) incurred by EGPL in connection with any default by the Customer, any recovery or attempted recovery of any amount owed by the customer, or any other enforcement action taken by EGPL in connection with these Terms.

### 10. HANDLING

- 10.1 Consumable medical and surgical supplies: All orders with a value exceeding EGPL's "Handling Free Threshold" will be delivered free of handling charges into the local metropolitan area. Orders less than this threshold will attract a handling charge. The Handling Free Threshold and handling charge may be varied from time to time by EGPL without notice. EGPL's customer service staff can advise the customer of the applicable threshold and charges on request. All orders outside the metropolitan area will be subject to handling charges which will be invoiced with the Goods. Customer requests for urgent orders may be subject to additional freight and handling costs.
- 10.2 Bulk items, Equipment and Furniture: The customer shall pay the cost of any freight and handling costs associated with the delivery of bulk items, equipment or furniture.
- 10.3 Cold Chain: These products may attract additional handling charges, whether or not the Handling Fee Threshold has been met.

### 11. LIABILITY

- 11.1 To the maximum extent permitted by law, EGPL's liability for any defect in the goods or their supply (including any breach of warranty) is limited, at EGPL's option, to repairing or replacing the Goods (or supplying equivalent goods) or paying the cost of repairing or replacing the Goods or supplying equivalent goods.
- 11.2 EGPL will not in any circumstances be liable for any consequential, special or indirect loss or damage or for any loss of profit, savings or goodwill.
12. FORCE MAJEURE  
EGPL will not be liable, and the customer will not be entitled to cancel any purchase order, for any delay or failure by EGPL to perform its obligations under these Terms caused by any event or circumstance beyond EGPL's reasonable control (including fire, accident, earthquake, flood, drought, crime, war, blockade, civil commotion, epidemic, strike, lockout or labour dispute, shortage of fuel, power or raw material, inability to procure stock or transport, or acts or omissions by regulatory authorities).

### 13. PRIVACY

- 13.1 EGPL may, in accordance with applicable law, collect and hold personal information about the customer from any source EGPL considers appropriate for the purposes of providing credit to the customer, including the administration and management of the customer's accounts with EGPL; market research; marketing EGPL's goods and services (for those of its related companies); and any other purpose relating to these Terms. The customer authorises EGPL to:
  - a. disclose the customer's personal information to any third party; and
  - b. transfer the customer's personal information to any country, in connection with any of the purposes set out above.
- 13.2 The customer has a right of access to, and may request correction of, personal information held by EGPL about the customer.

### 14. MISCELLANEOUS

- 14.1 Nothing contained in these terms and conditions shall exclude or modify the application of any condition, warranty or liability which is imposed by the provisions of any relevant legislation to the extent to which any such conditions, warranties or liabilities can not lawfully be excluded.
- 14.2 The customer will no later than 14 days prior to any proposed change of ownership, change in its particulars, and any alteration or addition to shareholders or directors, notify EGPL in writing of the proposed change.
- 14.3 The proper law relating to the supply of the Goods is the law of the State of New South Wales and EGPL and the customer agree to submit to the jurisdiction of the Courts of that State.
- 14.4 Unless EGPL agrees in writing, no waiver, variation or addition to these terms shall have any effect whatsoever. EGPL may vary these Terms from time to time. Any such variation will be effective from the date specified by EGPL in any written notice provided to the customer. By requesting, or continuing to request, any Goods after such effective date, the customer accepts and agrees to be bound by such variation.
- 14.5 These Terms constitute the entire agreement between the parties for the supply of the Goods and supersede and exclude any previous representation, agreement, arrangement or correspondence on the matter, any terms or documents submitted by the customer and any terms implied by trade, custom, practice or course of dealing.
- 14.6 EGPL may assign any of its rights and obligations to any person. The customer may not assign any of its rights and obligations to any person without the prior written consent of EGPL.
- 14.7 The United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention) shall not apply to the sale and purchase of the Goods.

