

Account Application

PO Box 4854
Eight Mile Plains QLD 4113
Email: ar@integria.com

8 Clunies Ross Court
Eight Mile Plains QLD 4113
www.integria.com.au

Accounts: 1300 788665
Accounts Fax: 1300 556566
Customer Service: 1300 654336

Account Name: _____
(in full) (the Customer)

Account Type: (tick appropriate box) Cash / Credit Card only Retail Practitioner (Complete Certification details below) Personal

Registered Business Address: _____
State: _____ Postcode: _____

Trading Name: _____

Trading/Delivery Address: _____
State: _____ Postcode: _____

Account Contact: _____ email: _____

Phone: _____ Fax: _____ Mobile: _____

***IDENTITY REQUIREMENTS (Compulsory for 30 day individual accounts only, COPY MUST BE ATTACHED):**

Individual's Drivers Licence Number: _____ State / Country Issued: _____ D.O.B. _____

Business details (tick the appropriate box) Sole Trader* Partnership Company Trust

Business A.B.N: _____ and for Company's ACN: _____

Details of Directors (All Directors must sign the attached Guarantee & Indemnity) or Partners or Proprietors (tick the appropriate box)
Full Name Home Address Contact Phone Number

- 1 _____
2 _____
3 _____

Type of Business (e.g. Pharmacy, Health Food, etc.) _____ Date of Business Commencement: _____

Bank: _____ Branch: _____ Phone: _____

Estimate of your monthly purchases \$ _____ Credit Limit Requested \$ _____

Credit References:

- 1 _____ Ph: _____ Fax: _____
2 _____ Ph: _____ Fax: _____
3 _____ Ph: _____ Fax: _____

Tick this box if you DO NOT wish to receive marketing material from Integria

Practitioners Only:

Practitioner Modality (Acupuncturist, Chiropractor, Medical Doctor, Naturopath etc): _____

Please include copies of TGA Exemption Certificate or Diplomas/Degrees

Registration No. (Provider No., MPO, RN, CP, PH): _____ Valid to: _____

Membership No: _____ Valid to: _____

AUTHORITY TO LEAVE PARCELS

Please complete this section only if you wish goods to be left without a signature or are to be left in a special place near or on your premises.

I, _____ from _____
(Please print full name of person responsible for account) (Name of business, store or clinical practice)

Hereby give permission for Integria or freight carriers contracted by Integria, to leave parcels containing goods we have purchased from Integria without a signature acknowledging receipt of goods, at the address listed below.

I am aware that in giving authority to leave goods without a signature, I take full responsibility once the carrier has delivered goods. I am also aware that Integria or its contracted carriers will not be held responsible for theft of goods after the goods have been delivered.

Company Name: _____

Address: _____

Special Instructions for Delivery: _____

Name: Signed: Date:

I/We hereby declare that the above information and the information provided in this application are correct and agreed upon. I/We have carefully read and agree to the Terms & Conditions of Sale contained in page 3 of this application form and confirm compliance with TGA requirements (if applicable as a practitioner).

Signature/s: _____
 Name/s: _____
 Date: _____
 Position: _____

Regional Manager Use	Checked: _____	District: _____	Customer Group: _____	Industry: _____
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OFFICE USE ONLY	Date Rec: _____	Approved By: _____	Date: _____
Account Code: _____	Initial Limit: \$ _____	Terms: _____	Advised Customer: _____ Advised AM/CSO: _____

Guarantee and Indemnity

I/We the undersigned ("the Guarantors") jointly and severally in consideration of Integria Healthcare (Australia) Pty Ltd ("You") granting credit to the Applicant Customer ("the Customer") in accordance with the annexed application and Terms & Conditions of Sale ("the Agreement") GUARANTEE TO YOU payment of the Guaranteed Amounts, being each and all sums of money which the Customer may now or hereafter be indebted or liable to you on any account for the supply of herbal products.

I/WE HEREBY AGREE with you as follows:

1. The Guarantee shall be a continuing Guarantee for the purpose of securing the payment of the whole of the Guaranteed Amounts.
2. No Guarantor shall be exonerated from liability by reason of:
 - (a) Any other guarantee security agreement or instrument which you may now or hereafter hold or in respect of all or any of the obligations hereby guaranteed except where you agree the same expressly replaces or revokes this guarantee;
 - (b) Any release variation exchange renewal or modification made or any other dealing by you under or to the Agreement, this guarantee or any of the items mentioned in Clause 2(a) hereof, whether with or without the consent of or notice to the Guarantor;
 - (c) Any release or time or indulgence or compromise granted to the Customer or any Guarantor whether with or without the consent of or notice to the Guarantor;
 - (d) The death, lunacy, incapacity or bankruptcy of any individual Customer or Guarantor or the winding up or dissolution of any corporate Customer or Guarantor;
 - (e) The fact that the Customer may enter into a transaction with or incur obligations to you without the consent of or notice to the Guarantor;
 - (f) Any change in the membership of any partnership or firm of which the Customer is a member or the death insolvency liquidation dissolution official management or bankruptcy of the Customer;
 - (g) Your assent to any composition arrangement or scheme in respect of the Customer or its affairs or the acceptance by you of any dividend or sum of money there under;
 - (h) Any person who ought to become a Guarantor failing to do so.
3. This Guarantee is independent of and in addition to any other guarantee or security held or to be held by you for all or any of the Guaranteed Amounts.
4. The making of a demand by you on either the Customer or any Guarantee shall not be a condition precedent to the liability of any Guarantor hereunder.
5. We hereby jointly and severally charge all our respective interests in real property wherever situated with payment of the Guaranteed Amounts.
6. We jointly and severally indemnify you:-
 - (a) in respect of any payment you may make to satisfy your obligation to account to any liquidator in any administration in insolvency of the affairs of the Customer for any sum of money received by you for the credit of any account of the Customer;
 - (b) for any loss you may incur as a result of any purported agreement security guarantee or indemnity you otherwise hold in respect of the obligations of the Customer to pay you any money for goods being found void or defective;

SCHEDULE

1. Guarantor Name _____
 Signature of Guarantor _____ Date _____
 In the presence of (Witness Name) _____
 Signature of Witness _____ Date _____
2. Guarantor Name _____
 Signature of Guarantor _____ Date _____
 In the presence of (Witness Name) _____
 Signature of Witness _____ Date _____
3. Guarantor Name _____
 Signature of Guarantor _____ Date _____
 In the presence of (Witness Name) _____
 Signature of Witness _____ Date _____

Terms & Conditions of Sale:

Integria Healthcare (Australia) Pty Ltd ABN 70 096 496 212 & its controlled entities ('Integria')

1. Application

These conditions apply to all purchases from Integria Healthcare (Australia) Pty Ltd ABN 70 096 496 212 and its controlled entities, including but not limited to Integria Healthcare (Warwick) Pty Ltd ABN 62 705 230 033 and Integria Healthcare (Ballina) Pty Ltd ABN 17 002 833 141. All references to "Integria" will apply to the parent company and all its controlled entities.

2. Sales

These conditions apply to all sales made by Integria, whether such sales result from orders received from the Customer by telephone, mail, facsimile, email or over the Internet.

3. Special Conditions

In the interpretation of the contract between Integria and the Customer any special conditions agreed upon shall take precedence over these printed conditions.

4. Prices

Where prices are specified on an Integria price list, such prices are subject to variation without notice and the price charged to the Customer will be that advised on the invoice. Where a price has been quoted prior to order, that price is valid for 30 days only.

5. GST

Should any sale of goods pursuant to these conditions be subject to a goods and service tax ("GST") then the Customer must pay to Integria the GST levied on the goods in addition to the price at the same time that payment of the goods is required.

6. Minimum Order

The minimum order value that will be accepted by Integria is \$100 exclusive of GST.

7. Minimum Annual Purchases

Where an applicant for a new account expects to purchase less than \$2,000 of goods per annum or where an existing account's trading history falls below \$2,000 per annum Integria reserves the right to require payment prior to goods being dispatched.

8. Payment

The first order requires cash payment with order. Payment terms are net 30 days from date of invoice for customers with an approved credit account. Interest shall be chargeable on any balance owing more than 30 days at Integria's discretion and will form part of the Guaranteed Amounts. The interest rate is the overdraft base lending rate for amounts up to \$100,000 plus 1.5% per annum

9. Method of Payment

Payment can be by way of cheque, credit card, money order, direct deposit to Integria's nominated bank account or other payment methods as agreed by Integria.

10. Ownership of the Goods

Delivery of possession of the goods to the Customer is made on the express condition that ownership of the goods shall not pass to the Customer until payment in full for those goods has been received by Integria. Integria reserves the right to register such interests against the Customer under the Personal Properties Securities Act 2009 and will confirm to the Customer if registration is made.

11. Authority to Leave Goods

Where goods are to be delivered to a location other than the customer's account address or to be left without being signed for, an "Authority to Leave Parcels" must be completed and lodged with Integria.

12. Overdue Accounts

Overdue accounts beyond trading terms may automatically be placed on stop supply & further credit withheld.

13. Applicable Law

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

14. Collection Costs

Integria reserves the right to recover costs in relation to collection of any overdue debt plus interest and this will form part of the Guaranteed Amounts.

15. Account Acceptance

Credit facilities will not be offered until a credit application has been completed and approved by Integria.

16. Cancellation of Contract

The Customer shall not be entitled to cancel the contract, save that Integria may in its absolute discretion permit the Customer to withdraw his or her order if the order has not been packaged or dispatched, or if no raw materials have been committed to the order. In the event that the Customer is in default of payment for any previous orders, or if the Customer is declared bankrupt, is placed into receivership or under an order for bankruptcy or liquidation, Integria shall be permitted to terminate the order and pursue legal remedies.

17. Practitioner Products

Where goods are supplied to a health practitioner in a container labelled AUST R or AUST L they must be supplied by the Customer to a patient in the context of a consultation. The Customer here represents that he or she is a qualified practitioner. If the Customer is a company, other than a manufacturer, the Customer represents that the company has a practitioner on its staff or a sub-contract consulting practitioner.

18. Acceptance of Goods

The Customer shall be deemed to have accepted the goods to be of description, quality and quantity ordered unless particulars of any claim are notified to Integria within 7 days after arrival of goods at place of delivery.

19. Damaged Goods

Freight company consignment notes should be signed as accepted Subject to Check. Failure to do this will make it impossible for the Customer to rely on our insurance cover for the goods.

20. Insurance

Where the Customer arranges the delivery of the goods, the Customer shall arrange insurance. In all other circumstances, Integria shall insure the goods to point of delivery. The Customer is responsible for the safe storage of the goods once they have been delivered to the nominated premises.

21. Change of Status

Any changes to the customers' trading address, contact numbers, legal entity or management structure must be advised to Integria within 7 days of the effective change.

22. Change of Conditions

These conditions continue for sales unless amended by Integria. Integria reserves the right to amend conditions (either generally or in a specific case) for any sales at any time. Amendment may be affected by notice to the Customer. If, after being given notice of an amendment the Customer places further orders for goods, those further orders are subject to the conditions as then in force.

23. Facsimile/Email Transmission

The contract comprising the application and these terms are binding even if made by facsimile transmission or email. The applicant agrees that future correspondence, invoices and statements transmitted by facsimile email will be binding on the customer.

24. Guarantee

By signing this account application, I/we guarantee the payment in full of all amounts owing to Integria on the terms and conditions set down in this document. Any customer that is a corporate entity is required to have the directors sign a guarantee and indemnity in their personal capacity.

25. Agreement that Integria may seek consumer credit information (Section 18K, Privacy Act 1988)

If Integria considers it relevant to assessing this application for commercial credit, the applicant/s agree to Integria obtaining from a credit-reporting agency a credit report containing personal credit information about the applicant/s in relation to commercial credit provided by Integria. This authority continues during and after the provision of credit to the applicant.

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

The applicant/s agree to Integria obtaining personal information about the applicant/s from other credit providers, whose names the applicants may have provided for Integria or that may be named in a credit report, for the purpose of assessing the applicants' application for commercial credit made to Integria.

27. Agreement to a credit provider being given a consumer credit report to collect overdue payments on commercial credit (Section 18E, Privacy Act 1988)

The applicant/s agree that Integria may provide certain personal information about the applicant/s to a credit reporting agency for the purpose of the assessing the credit worthiness of the applicant/s.