

APPLICATION TO OPEN CREDIT ACCOUNT

Please email completed form to greg.northwood@onelink.co.nz
 OR fax to (09) 815 1911

TYPE OF BUSINESS:	(Tick ✓)	Limited Company <input type="checkbox"/>	Partnership <input type="checkbox"/>	Sole Trader <input type="checkbox"/>	Other <input type="checkbox"/>
TYPE & NATURE OF BUSINESS:	[]				
<i>Eg: Pharmacy/Resthome/GP/Vet/A&E</i>					
CUSTOMER DETAILS:					
Full Customer Name: (Trading Name)	[]				
Registered Name:	[]				
Company Incorporated No:	[]		Year business Established:		[]
Postal Address:	[]	[]	[]	[]	
	<i>[PO Box/Street]</i>	<i>[Suburb]</i>	<i>[City]</i>	<i>[Post Code]</i>	
Delivery Address:	[]	[]	[]	[]	
	<i>[Street]</i>	<i>[Suburb]</i>	<i>[City]</i>	<i>[Post Code]</i>	
Telephone:	[]	Facsimile:	[]		
Buyer Contact:	[]	Email:	[]		
Accounts Payable Contact:	[]	Email:	[]		
Estimated Monthly Purchases:	\$	Onelink requires a minimum average monthly purchase of \$250 plus GST in order to maintain a current credit account.			

I REQUIRE ACCESS TO:					
Controlled Drugs	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Prescription Medicines	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Name: (Please print)	[]		Signature:	[]	
Medical Council of New Zealand Number: (or equivalent entitlement)	[]				

Please complete the following details for payment of any applicable prompt payment discount:

Bank:	[]	Branch:	[]
Account No:	[]	[]	[]

WEBSITE ACCESS: If you wish to have web site access to www.onelink.co.nz, please circle the sections of the website you wish to access:

C I O E A ALL

C = Catalogue	Allows you to search for products within the Onelink Inventory
I = Imprest	Gives access to your imprest/s allowing you to order from them or change them
O = Order	Online ordering facility
E = Enquiry	Shows current orders and past invoices
A = Account History	Access to current account balance and aging of accounts for your whole organisation
ALL = Full Access	Give access to all above facilities

DETAILS OF DIRECTORS/PARTNERS/PROPRIETORS:			
Full Name	D.O.B. <i>(for Proprietors and Sole Traders)</i>	Designation	Address
[]	[]	[]	[]
[]	[]	[]	[]

TRADE REFERENCES: (Minimum of 3)

(1)	<input type="text"/>	Phone:	[]
(2)	<input type="text"/>	Phone:	[]
(3)	<input type="text"/>	Phone:	[]

As Customer we irrevocably authorise any person or company to provide Onelink with such information as Onelink may require in response to trade reference credit enquiries now or at any later date. As a Customer we further authorise Onelink to furnish to any third party details of this application and any subsequent dealings that we as Customer may have with Onelink as a result of this application being actioned by Onelink. We further agree the within information may be used to compile mailing lists and the provision of promotional material either by Onelink or by any third party.

UNIT SALES RELEASE:

We acknowledge that Onelink may in the course of its business release sales information to suppliers. The information will consist of unit sales (no prices), for the products belonging to the particular supplier only.

RETENTION OF TITLE/PPSA REGISTRATION:

As Customer, we hereby apply to open a credit account with Onelink. We hereby agree all purchases we make from you will be on the terms and conditions set out in the Onelink Terms of Trade and/or subsequently in force from time to time. We agree those Terms of Trade inter alia include a Retention of Title clause preserving in favour of Onelink property in all goods sold, until the goods have been paid for. We agree (for the purposes of s.36(b) Personal Property Securities Act) to this Retention of Title Clause creating a Purchase Money Security Interest in all goods you sell to us while those goods are held as inventory by us, until we have fully paid you for the goods. We further hereby waive the right to receive a verification statement for the purposes of s.148 of the Act.

The person signing this form personally warrants to Onelink they have authority to sign this form on the Customer's behalf and their signature binds the Customer.

Name:	<input type="text"/>	Designation:	<input type="text"/>
Signed:	<input type="text"/>	Date:	<input type="text"/>

GUARANTEES:

In consideration of credit being extended by Onelink to the above Customer, the undersigned (severally and jointly) guarantee to Onelink the repayment of all credit extended to the Customer by Onelink and guarantee payment to Onelink of all costs of and incidental to recovery thereof and all interest due thereon. The undersigned hereby acknowledge(s) that:

- As between Onelink and the undersigned, the undersigned shall for all purposes be treated as the debtor and Onelink shall be under no obligation to take proceedings against the above Customer before taking proceedings against the undersigned; and
- The undersigned shall not be released from liability by the granting of time or indulgence or any act or matter which would release a mere surety. Neither shall any winding up or appointment of receiver or other financial default by the Customer absolve the personal liability hereunder.

1. Signed: (Guarantor)	<input type="text"/>	2. Signed: (Guarantor)	<input type="text"/>
Name:	<input type="text"/>	Name:	<input type="text"/>
Address:	<input type="text"/>	Address:	<input type="text"/>
Date of Birth:	<input type="text"/>	Date of Birth:	<input type="text"/>

TERMS OF TRADE

All orders are deemed to have been made by the Buyer and accepted by Onelink upon and subject to these Terms and Conditions of Sale, varied only by any express written terms agreed at the time of the order. In particular any condition contained in the Buyer's order, which is inconsistent with, qualifies or is contrary to these conditions, shall be of no effect unless that condition is expressly accepted in writing by Onelink. Onelink's Standard Terms and Conditions of Sale are:

1. **PLACEMENT OF ORDER**
Orders for goods may be placed by facsimile to 09-815 1911 or 815 2673, by mail to Onelink, PO Box 44-027, Pt Chevalier, Auckland 1246, by EDI on arrangement, or via the Onelink website, www.onelink.co.nz. Faxed orders should not be followed up with a mailed copy, unless marked "Confirmation Only". Onelink requires a minimum average monthly purchase of \$250 plus GST in order to maintain a current credit account.
2. **PHARMACEUTICAL SALES**
 - ◆ Onelink can only accept orders for pharmaceutical products from authorised account holders.
3. **PRICE**
 - ◆ The price shall be as quoted in the company's catalogue or web site, unless subsequently altered by Onelink. The price shall be increased by the amount of any GST and other taxes and duties, which may be applicable.
 - ◆ Buyers will be allocated as List Price or Discount customers at the discretion of Onelink.
 - ◆ Onelink reserves the right to specify a minimum order value which we shall accept from time to time and to impose a surcharge on orders having a value less than this minimum order value.
 - ◆ All prices are subject to alteration without notice and orders are accepted on the basis that they will be charged at the price effective at the date of order.
4. **PAYMENT**
 - ◆ Payment shall be made on monthly or cash terms as specified by Onelink.
 - ◆ Where the Buyer is paying on monthly terms, payment is due by the 20th of the month following the date of despatch; and
 - ◆ Where the Buyer is paying on cash terms, payment is due prior to despatch by cheque or credit card only.
 - ◆ Onelink may alter the terms of payment with effect from the date that it notifies the Buyer of such change.
 - ◆ Onelink reserves the right to impose a credit limit at any time which may be altered at Onelink's discretion with effect from the date that Onelink notifies the Buyer of such change.
 - ◆ Interest at the rate of 1.5% per month or at such rate as may be determined by Onelink from time to time, may be charged on all accounts overdue for payment.
5. **DELIVERY**
 - ◆ Goods are normally despatched within two working days of receipt of order.
 - ◆ Where goods are required to be despatched earlier than our agreed terms of trade, they will be designated as an urgent order.
 - ◆ Goods will be delivered freight free in the Auckland metropolitan area. Freight may be charged for deliveries outside this area.
6. **URGENT ORDERS**
 - ◆ These should be notified by phone or fax to Onelink Customer Services Department.
 - ◆ The service charge applicable at the time of order placement will apply to each urgent order. A higher charge may apply to significant urgent orders after prior notification to the Buyer from Onelink.
 - ◆ Where additional freight costs are incurred by Onelink to achieve the required delivery time, the cost may be charged to the Buyer.
7. **PROOF OF DELIVERY**
 - ◆ Signature of recipient on Onelink authorised carriers schedule will constitute receipt of total consignment.
 - ◆ Any dispute regarding accuracy of delivery must be lodged with Onelink Customer Services Department within 48 hours of receipt.
8. **RETURN OF GOODS FOR CREDIT**
 - ◆ Approval from Onelink must be sought prior to return of goods. A service request number will be provided.
 - ◆ Requests for returns will be considered within 7 days of Packing Slip/Invoice date, provided goods are in the original packing and in a saleable condition.
 - ◆ Once a service request number is provided, goods must be returned within 10 working days, otherwise the service request number will be cancelled.
 - ◆ Accompanying the returned goods must be a copy of the Onelink packing slip, quoting the Service Request number, and any other appropriate documentation as requested.
9. **RISK AND OWNERSHIP**
 - ◆ Risk of any loss, damage or deterioration of or to the goods passes to the Buyer on delivery.
 - ◆ Ownership of the goods remains with Onelink and does not pass to the Buyer until the Buyer has paid for the goods or resold them pursuant to these terms.
 - ◆ Until payment in full is made by the Buyer for the goods sold, the Buyer holds the goods as agent for Onelink and will, if required by Onelink, store the goods in such a manner that they are clearly identifiable as the property of Onelink.
 - ◆ Onelink authorises the Buyer in the ordinary course of its business to use the goods or sell them for full consideration, the proceeds of which shall be held on trust for Onelink. This authority is revoked from the time that:
 - The buyer goes into receivership, liquidation or otherwise commits an act which renders it liable to be wound up; or
 - Onelink notifies the Buyer in writing that his authority is revoked.
 - ◆ Until payment in full for the goods supplied by Onelink to the Buyer has been made, the Buyer hereby irrevocably gives Onelink, its agents and servants, leave and licence (without the necessity for giving any notice) to enter on and into any premises occupied by the Buyer where the goods are stored to search for and to remove any of the goods supplied or in which Onelink has ownership as aforesaid (if necessary after separating or severing the goods from any other goods with which the goods have been mixed or affixed) without in any way being liable to the Buyer or to any person or company claiming through the Buyer. This retention of title clause 10 creates a security interest under the Personal Property Securities Act. The Security Interest extends to the proceeds of selling the goods (as specified in Section 45 and Section 46 of that Act); extends to any product or mass into which the goods are sold or processed or co-mingled (as specified in Section 82 of that Act); and maintains its priority if the goods become part of an accession (as specified in Section 79 of that Act).
10. **GUARANTEES**
Where the Consumer Guarantees Act 1993 applies to this contract:
 - ◆ If the goods are acquired by the Buyer for business purposes, the Buyer agrees that the Consumer Guarantees Act 1993 does not apply; and
 - ◆ If the goods are not acquired by the Buyer for business purposes, Onelink reserves the right to replace any goods which fail to comply with any guarantee contained in the Consumer Guarantees Act 1993.

The Buyer acknowledges that Onelink does not provide any Express Guarantees (as defined in the Consumer Guarantees Act 1993) other than those expressly confirmed by Onelink in writing.

We accept Onelink's Terms of Trade as printed on this form and as amended from time to time.

Name:

Designation:

Signed:

Date: