



Credit Account Application Form

General Information:

Company Name: _____

Trading Name: _____

ABN: _____

Postal Address: _____

State: _____ Postcode: _____

Delivery Address: _____

State: _____ Postcode: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Company Information:

Name & Address of Bank: _____

Trade References (Minimum Three)

Full Name	Telephone	Facsimile
1. _____		
2. _____		
3. _____		
4. _____		

Accounts Payable Contact Details: _____

Credit Requested:

Expected value of orders \$ _____ per month

Declaration:

The applicant as stated on this form hereby applies for a new trading account with Ballarat Health Services. By signing below, the applicant agrees to comply with the Terms and Conditions of Sale attached to this form in respect of all purchases of goods from Ballarat health Services.

Signed on behalf of applicant:

Signature: _____

Name: _____

Position: _____

Date: _____

Please fax or mail the completed form to Ballarat Health Services, marked as follows:

Finance Manager
Ballarat Health Services
PO Box 577
BALLARAT VIC 3350

Fax: (03) 5320 4096

Terms and Conditions of Sale

1. General

Agreement that Ballarat Health Services may seek customer credit information (Section 18K (1) (b), Privacy Act 1988), if Ballarat Health Services considers it relevant to assesses my/our application for commercial credit. I/We agree to Ballarat Health obtaining from a credit report agency credit report containing personal credit information about me/us in relation to commercial credit provided by Ballarat Health.

Exchanging information with other Credit Providers (Section 18N (1) (b) Privacy Act 1988), I/we agree to Ballarat Health Services obtaining personal information about me/us from other credit providers whose names I/we have provided to Ballarat Health Services or that may be named in a credit report for the purpose of assessing my/our application for commercial credit.

2. Prices and quotations

Unless the price quoted by Ballarat Health Services is expressly stated to be inclusive of any applicable goods and services tax (GST), all goods will be charged at the price applicable at the date of delivery plus any applicable GST.

3. Payment

Payment must be made in cash or by cheque, credit card or direct into Ballarat Health Services nominated bank account or in another method agreed with Ballarat Health Services in writing. Payment must be made within 7 days of invoice date unless otherwise varied in writing, any payments not received within the specified terms will be sent to the Debt Collectors and future supplies will be terminated. Ballarat Health Services reserves the right to vary the terms of payment and to require payment in cash in full prior to delivery, if at any time the creditworthiness of the purchaser is, in Ballarat Health's opinion, unsatisfactory or if the credit application of the customer is yet to be approved.

4. Claims for wrongful delivery

Any claims by the purchaser for short or wrongful delivery must be notified to Ballarat Health Services in writing within 2 days of delivery of the goods. The claim should include the purchase order or invoice number and date of receipt. Any claims that the purchaser does not notify within that time will be taken to have been absolutely waived.

5. Returns

No Returns or credit adjustments will be allowed by Ballarat Health Services unless:

- a) there is a fault in the manufacture of the goods and the purchaser has notified Ballarat Health of such fault within 2 days of delivery of the goods, or if such fault could not reasonably be discovered by that time, promptly following a reasonable opportunity to inspect the goods;
- b) the goods have been recalled by Ballarat Health Services;
- c) the goods have been issued by Ballarat Health Services with less than **6 months expiry**. This does not apply to goods sold at a reduced price with a condition of no return.
- d) The goods have been damaged in transit between Ballarat health Services and the purchaser, and the purchaser has notified Ballarat Health within 2 days of receipt of the goods; or
- e) Prior agreement of Ballarat Health Services has been given to return the goods and the following have been satisfied:
 - (i) **a Returned Goods Authorisation number supplied by Ballarat Health Services has been documented on the outside of the package of goods being returned;**
 - (ii) the goods are still in their original and unopened containers with tamper seals intact and no defacement of labels; and
 - (iii) the goods have been packed in accordance with requirements given by Ballarat Health Services and returned using the mode of transport and transport company specified by Ballarat Health.

And, in each case to the extent that the purchaser is unable to mitigate its loss arising from such events.

6. Warranty

Ballarat Health Services warrants to replace or allow a full credit for any goods supplied which Ballarat Health Services determines are defective in materials or workmanship under normal use and service up to the expiry date of the goods, provided that the goods have been stored in accordance with the conditions labelled on the goods or otherwise advised by the purchaser. To obtain the benefit of this warranty, the purchaser must notify Ballarat Health Services in writing with 2 days of becoming aware of the alleged defect.

7. Implied Terms

All conditions and warranties expressed or implied by statute, the common law, equity, trade, custom or usage or otherwise are expressly excluded to the extent permitted by law. In particular, Ballarat Health Services excludes any warranty of fitness for purpose. It is the purchaser's responsibility to determine that the goods are fit for the purpose for which they are intended.

8. Liability

So far as the law permits, the liability of Ballarat Health Services for a breach of a condition or warranty that cannot be excluded is limited, at Ballarat Health's option to:

- a) the replacement of the goods;
- b) a full credit in respect of the goods; or
- c) the cost of replacing the goods.

9. Limitation of Liability

So far as the law permits and except as provided in clause 6 above, Ballarat Health Services is not liable for any loss or damage suffered by a purchaser, whether directly or indirectly, arising in connection with the supply of goods to the purchaser, including, without limitation, any loss by reason of delay in delivery, negligence of Ballarat Health Services, its contractors or agents, or any act or matter or thing done, permitted or omitted by Ballarat Health Services.

10. Delivery

Any time quoted for delivery is an estimate only. The purchaser is not relieved of any obligation to accept or pay for goods because of any delay in delivery. {the purchaser agrees to indemnify Ballarat Health Services against all loss suffered by Ballarat Health Services as a result of the failure of the purchaser to take delivery of goods on the date and at the place agreed with Ballarat Health Services, including all additional storage and transport costs arising from such failure.}

11. Risk and property

The risk of loss of or damage to the goods will pass to the purchaser on delivery. Property in, and ownership of, the goods will not pass from Ballarat Health to the purchaser until the purchaser has paid for them in full and all other amounts payable by the purchaser to Ballarat Health Services have been paid. ***Until full payment is received, the purchaser holds the goods as bailee for Ballarat Health Services. At any time before full payment is received, Ballarat Health Services may enter the premises of the purchaser and take possession of such goods. If any goods are sold by the purchaser prior to full payment, the purchaser must hold any proceeds of sale on trust for Ballarat Health Services and must ensure that such proceeds are not mixed with other monies and shall be at all times identified as Ballarat Health Services Money.***

12. Waiver

Failure of Ballarat Health Services to insist on strict performance of any term, warranty or condition of the contract will not be taken as a waiver of such term, warranty or condition or any other rights Ballarat Health Services may have.