



PHARMACEUTICAL
SERVICES LTD

Application for a Pharmacode account

Any company purchasing from PSL requires a customer Pharmacode account.
This application form allows you to apply for Pharmacodes from PSL.

Business details

Business name: (trading name)	
Company name: (if sole trader give full name and date of birth)	
Contact number:	
Email address:	
Website address:	
Physical address:	
Postal address:	
Company number:	
Type of organisation (e.g. company, trust, or partnership):	
Full name of owner:	
Director full name & address (if company)	Name: Home address: Phone:
	Name: Home address: Phone:

Accounts payable

Accounts payable contact:	
Accounts payable email:	
Accounts payable contact number:	
Bank and branch:	
Estimated monthly spend	\$
Names & addresses of two trade references	Company name: Contact: Phone:
	Company name: Contact: Phone:

Declaration

<input type="checkbox"/> (tick)	I have read and accepted the PSL terms of trade located at www.psl.co.nz and on pages 3 - 5 of this application and acknowledge that all purchases from PSL are subject to those terms. Payment terms are 20 th of the month following invoice.
Director signature: (or authorised person on this account)	
Title:	
Date:	
PSL OFFICE SECTION: Finance approval: Date:	

Please complete and return to Pharmaceutical Services Ltd (PSL) by email, post or fax

Email: info@pharmacode.co.nz

Fax: 0800 748 453

Post: PO Box 27189, Marion Square, Wellington 6141

Once your application has been approved, we will email you a confirmation using the address supplied on this form.



1. Acceptance and terms

1.1 These terms of trade apply to all sales of goods by Pharmaceutical Services Limited (PSL) to any person (the Customer). By placing an order with PSL for goods (in writing or by telephone) the Customer shall be deemed to accept these terms.

2. Payment terms

2.1 Payment will be accepted via cheque or direct debit through the Customer's PSL account. Payment shall be deemed to occur when the payment has been fully cleared through the banking system into PSL's bank account.

2.2 (Interest may be charged on overdue accounts at such rate as may be charged by PSL from time to time).

2.3 The supply of all goods is subject to Goods and Services Tax.

3. Title

3.1 Ownership of the goods supplied will not pass to the Customer but will remain in PSL until PSL receives payment in full of the purchase price of the goods and all other amounts owing to PSL by the Customer.

4. Personal Properties Securities Act 1999 (PPSA)

4.1 The Customer grants to PSL a Security Interest in the goods and their Proceeds to secure the obligation of the Customer to pay the purchase price of the goods and any other obligations of the Customer to PSL under these terms of trade (together the Indebtedness) and, where the goods and/or the Proceeds are not readily identifiable and/or traceable or their recoverable value is insufficient to pay the Indebtedness, the Security Interest shall also extend to all the Customer's present and after acquired goods purchased from PSL, to the extent required to secure the Indebtedness.

4.2 As and when required by PSL the Customer shall, at its own expense, provide all reasonable assistance and relevant information to enable PSL to register a Financing Statement or Financing Change Statement and generally to obtain, maintain, register and enforce PSL's Security Interest in respect of the goods supplied, in accordance with the PPSA.

4.3 The Customer shall not change its name without first notifying PSL of the new name not less than 10 days before the change takes effect.

4.4 Until the Customer has paid all money owing to PSL the Customer shall at all times ensure that:

(a) the goods supplied by PSL, while in the Customer's possession, can be readily identified and distinguished; and/or

(b) all Proceeds (in whatever form) that the Customer receives from the sale of any of the goods are readily identifiable and traceable.

4.5 Where the goods are purchased by the Customer as stock in trade for sale or lease in the ordinary course of the Customer's business, nothing in this clause shall prevent the Customer from selling or leasing and delivering the goods in the ordinary course of the Customer's business. Otherwise, until the Customer has paid all the money owing to PSL, the Customer shall not sell or grant a Security Interest in the goods without PSL's written consent.

4.6 The parties agree to contract-out of the PPSA in accordance with Section 107 of the PPSA to the extent that Section 107 applies for the benefit of, and does not impose a burden on, PSL. The Customer waives its right to

receive a Verification Statement in respect of any Financing Statement or Financing Change Statement registered by or on behalf of PSL in respect of the Security Interest created by these terms.

4.7 For the purpose of this clause words or phrases starting with a capital letter in this clause 4 shall have the respective meanings given to them under, or in the context of the PPSA.

5. Risk and delivery

5.1 Risk in the goods shall pass to the Customer on delivery.

5.2 (The Customer shall insure and keep insured, for the benefit of PSL the goods to their full price against all risks (and shall hold against the entire proceeds of any insurance claim relating to the vehicle on trust for PSL in a separate account for PSL).

5.3 Delivery of the goods shall be deemed to occur when the goods are delivered to the Customer or the Customer's premises by PSL or PSL's agent at the location specified by the Customer, or when the Customer or any employee or agent of the Customer takes possession of the goods, whichever occurs first.

5.4 PSL or PSL's agent's delivery records shall be proof of delivery of the goods of the quantity, quality, and description stated therein.

5.5 PSL will make every effort to ensure delivery of the goods is on time but will not be liable for any loss, damage or expense, including (without limitation) direct, indirect consequential loss arising in any way (including due to negligence) from any non-delivery or delay.

5.6 Cost of freight is at the Customer's expense unless specified to the contrary.

6. Damage, defects, and loss in transit

6.1 PSL is not liable for any loss, whether direct, indirect, or consequential, attributable to defective goods except for the purchase price of the goods sold to the Customer.

6.2 Except as expressly provided in this Agreement all representations or warranties (statutory, express or implied) in relation to the goods, except any which may not lawfully be excluded, are expressly excluded, including without prejudice, any implied warranties of merchantability and fitness for a particular purpose.

6.3 Where the goods supplied under this agreement are supplied for the purposes of a business or where the Customer holds him or herself out as acquiring the goods for the purposes of a business, then the provisions of the Consumer Guarantees Act 1993 shall not apply to such supply.

6.4 PSL reserves the right to decide at its sole discretion whether it will accept the return of any goods for credit, repair, or replacement.

6.5 Return of goods will only be accepted within 5 days of delivery,

6.6 Return freight will be at the Customer's cost unless otherwise agreed by the parties.

6.7 No returned goods shall be accepted if they have been tampered with by the Customer or any other person or if they are goods expressly sold on a non-return basis.

6.8 Where goods are returned but not accepted as above, they shall be returned to the Customer at the Customer's expense.

6.9 Receipt of any goods returned other than in accordance with above shall not constitute nor be deemed to constitute acceptance of the return of goods for credit or any other purpose.

7. Personal information

7.1 PSL may use any of the Customer's personal information provided with or included in any purchase order or on the Customer's PSL application form, for credit, administration, service, and marketing purposes.

7.2 The Customer may choose not to give PSL his or her personal information. However PSL may not be able to process an application or order or provide the Customer with an appropriate level of service without such information.

- 7.3 The Customer, if an individual, has the right to access, and to ask for correction of, his or her personal information held by PSL.
- 7.4 The Customer authorises PSL or PSL's agent to collect personal information from any third party for the purpose of assessing the Customer's financial standing and credit worthiness.

8. Force majeure

- 8.1 If PSL is prevented from performing its obligations because of an event or circumstances beyond PSL's reasonable control, PSL shall be entitled to either extend the delivery time of goods, or vary or cancel its obligations to supply. In the event of such extension, variation, or cancellation, PSL shall not be liable to the Customer or anyone claiming through the Customer for any damages or other compensation.

9. Customer's liability and default

- 9.1 If the Customer suffers any form of insolvency administration, PSL (in addition to any other remedies hereby or statute conferred) may treat any contract for the supply of goods as terminated and any part of the purchase price then unpaid, together with any other monies owing hereunder, whether or not due under the terms of the contract shall forthright become due and payable. Any such termination shall be without prejudice to any claim or right PSL may otherwise possess.

10. Variations to these terms

- 10.1 PSL may from time to time and in its sole discretion amend, add to or delete any of the terms of these terms of trade with immediate effect by giving notice to the Customer, provided that PSL shall not make any variation to the nature or extent of the Security Interest granted by the Customer in clause 4.1 without the written agreement of the Customer. PSL may notify the Customer by delivering to the Customer an invoice with a notice of amendment and receipt of the invoice by the Customer will be deemed to be acceptance by the Customer of the amended terms of trade.

11. Governing law

- 11.1 These terms of trade are governed by the laws of New Zealand.
- 11.2 PSL and the Customer shall submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of these terms of trade.