



Universal Specialities Limited T/A

USL Medical

PO Box 15 645, New Lynn, Auckland 0640

Ph (09) 829 0960**Fax (09) 829 0995**

Application for Credit Account

OFFICE USE ONLY

Customer No:	REP:	Customer Type
<input type="text"/>	<input type="text"/>	<input type="text"/>

Date Application Received _____

Nature of Organisation Sole Trader ☐ Partnership ☐ Limited Company ☐ Trust ☐ Other ☐ _____

Trade Name _____

Legal Name _____

Delivery Address _____

Postal Address _____

Telephone _____

Fax _____

Mobile _____

Email for Website Login _____

Email for Order Dispatch Confirmations _____

Date of Birth (if Sole Trader or Partnership) _____

Estimated Monthly Purchase

\$ _____

Previous Address (if less than 2 years) _____

Registered Office _____

Company Number _____

Details of Owner + Partners (if Partnership) or if Limited Company – Details Of Directors

Full Name _____

Home Address _____

Home Phone _____

Mobile _____

Email _____

Full Name _____

Home Address _____

Home Phone _____

Mobile _____

Email _____

Contact Person for Accounts & Email

Contact Person for Accounts _____

Email Address for Accounts _____

Trade References (excluding credit cards, fuel suppliers, landlord, power and phone)

1 _____

Phone _____

2 _____

Phone _____

Our Bank account number for Direct Credit: ASB 12-3108-0005501-00Completed form can be faxed to 09 829 0995 or emailed to finance@uslmedical.co.nz please.

I/WE CONFIRM that I/we understand and accept the terms and conditions of trade of Universal Specialties Limited trading as USL Medical (**USL Medical**). The terms and conditions of trade attached govern all of the supply of goods, equipment and/or hiring equipment from USL Medical to you. They are effective from the date of signing (electronically or otherwise) and will replace all earlier written or oral agreements or representations made to you, or of any terms and conditions contained in any document issued by you and purporting to have contractual effect. Your acceptance of any goods, equipment (and/or hireage of equipment) from USL Medical indicates your continuing acceptance of these terms and conditions of trade. I/we authorise any person or company to give information as may be required in response to credit enquires. I/we also confirm that we are authorised to sign on behalf of the contracting party.

Signed _____

Dated _____

(Proprietor / Partner / Director / Authorised Signatory) Circle One

Full Name _____

Position _____

Witness signature: - OR if there is more than one company Director, a second Director must sign below:

Signature _____

Dated _____

Full Name _____

Universal Specialities Limited T/A USL Medical – Terms and Conditions of Trade

Unless otherwise stated these Terms and Conditions shall have priority over any other agreement or amendment.

1. DEFINITIONS

- 1.1 USL shall mean Universal Specialities Ltd. T/A USL Medical and its successors and assigns.
- 1.2 "Client" means the person/s buying the Goods/Equipment (and/or hiring Equipment) as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.
- 1.3 "Guarantor" means that person (or persons), or entity that agrees herein to be liable for the debts of the Client on a principal debtor basis.
- 1.4 "Minimum Hire Period" means the Minimum Hire Period as described on the invoices, quotation, authority to hire, or any other forms as provided by USL to the Client.
- 1.5 "Goods" are as defined in the Contract and Commercial Law Act 2017 Part 3, Subparts 1-6 and are the Goods supplied by USL to the Client (and where the context so permits the Terms 'Goods' and 'Services' are interchangeable.)
- 1.6 "Price" shall mean the cost of the Goods as agreed between USL and Client subject to clause 4 of this contract.
- 1.7 "Personal Information" is any information that relates to a living, identifiable human being. People's names, contact details, purchase records for example.
- 1.8 "Cookies" are small files which are stored on a user's computer. They are designed to hold a small amount of data specific to a particular Client and website, to provide a way for the website to recognise the Client and keep track of the Clients preferences.

2. ACCEPTANCE

- 2.1 (a) Any instructions received by USL from the Client for the supply of Goods shall constitute acceptance of the Terms and Conditions contained herein.
(b) Where such acceptance by the Client is acknowledged by means of electronic transmission the provisions of the Contract and Commercial Law Act 2017 Part 4, Subpart 1, will apply.
- 2.2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these Terms and Conditions by the Client the Terms and Conditions are irrevocable and can only be rescinded in accordance with these Terms and Conditions or with the written consent of the manager of USL.
- 2.4 None of USLs agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of USL in writing nor is USL bound by any such unauthorised statements.
- 2.5 The Client undertakes to give USL not less than (7) days prior written notice of and proposed change in the Clients name and or any change in the Clients details (including but not limited to changes in the Clients address facsimile phone number or business practice) and change of ownership.
- 2.6 Acceptance of these terms and Conditions imposes a Fiduciary Agency on both parties.

3. GOODS / SERVICE

- 3.1 The Goods and or Services are as described on the invoices, quotation, estimate, work authorisation or any other work commencement forms as provided by USL to the Client.

4. PRICE AND PAYMENT

- 4.1 At USLs sole discretion the Price shall be either;
(a) The Price shall be as indicated on invoices provided by USL to the Client in respect of Goods supplied; or
(b) The Price shall be USLs current price at the date of delivery of the Goods according to USLs current Price list; or
(c) The Price of the Goods shall, subject to clause 4.2, be USLs quote/estimate Price, which shall be binding upon USL provided that the Client shall accept in writing USLs quotation within 30 days.
- 4.2 Any variation from the plan of scheduled work or specification will be charged for, (including but not limited to any variation as a result of fluctuations in currency exchange rates), on the basis of USLs quotation/estimate and will be shown as extras on the invoice. Payment for extras must be made in full at the time of completion.
- 4.3 At USLs sole discretion a deposit may be required. The deposit amount or percentage of the price will be stipulated at the time of order of the Goods/Services and shall become immediately due and payable and is non refundable.
- 4.4 Time for payment for the Goods/Services shall be of the essence and will be stated on the invoice, quotation or any other forms. If no date is stated then payment shall be on delivery of the Goods/Services.
- 4.5 Where payment instalments are agreed to on a monthly billing basis (Deferred Payments) which are granted at USL's sole discretion, the first instalment payment must be paid before goods are dispatched or work commences.
- 4.6 At USLs sole discretion, payment for approved Clients shall be due on 20th of each month following the date of an invoice/ statement posted to the Clients address or addresses for notices, such notice

- includes the use of email and other electronic transmission devices.
- 4.7 Payment will be made by cash, cheque, bank cheque or direct credit, or any other method as agreed to between USL and the Client.
- 4.8 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable except to the extent that such taxes are expressly included in any quotation/estimate given by USL.
- 4.9 USL may in its discretion allocate any payment received from the Client towards any invoice that USL determines and may do so at the time of receipt or at any time afterwards and on default by the Client may reallocate any payments previously received and allocated. In the absence of any payment allocation by USL, payment shall be deemed in such a manner as preserves the maximum value of USL's money security in the products and services.
- 4.10 USL may (in its discretion) charge a minimum order fee for orders under \$75.00 or at a rate as determined by USL from time-to-time and charged to the invoice as an extra.

5. DELIVERY OF GOODS

- 5.1 Delivery of the Goods shall be made to the Clients address. The Client shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery, or delivery of the Goods shall be made to the Client at USLs address.
- 5.2 Goods delivered to the Client or their Agent must be signed for by a duly authorized person at the point of delivery.
- 5.3 Delivery of the Goods to a carrier, either named by the Client or failing such naming to a carrier at the discretion of USL for the purpose of transmission to the Client, is deemed to be a delivery of the Goods to the Client.
- 5.4 Delivery of the Goods to a third party nominated by the Client is deemed to be delivery to the Client for the purpose of this agreement.
- 5.5 The failure of USL to deliver shall not entitle either party to treat this contract as repudiated.
- 5.6 USL shall not be liable for any loss or damage whatsoever due to failure by USL to deliver the Goods (or any of them) promptly or at all.
- 5.7 USL may deliver the Goods by separate instalments (in accordance with an agreed delivery schedule). Each separate instalment shall be invoiced and paid for in accordance with the provisions in this contract.
- 5.8 All transportation cost and insurance of the Goods provided by USL to the Client shall be the Client's responsibility.

6. RISK

- 6.1 If USL retains property in the Goods nonetheless all risk for the Goods passes to the Client on delivery.
- 6.2 If any of the Goods are damaged or destroyed prior to the property in them passing to the Client, USL is entitled, without prejudice to any of its other rights to remedies under these Terms and Conditions (including the right to receive payment of the balance of the Price of the Goods) to receive all insurance proceeds payable in respect of the Goods. This applies whether or not the Price has become payable under these Terms and Conditions. The production of these Terms and Conditions by USL is sufficient evidence of USLs rights to receive the insurance proceeds without the need for any person dealing with USL to make further enquiries.

7. DEFECTS / RETURNS

- 7.1 The Client shall inspect the Goods and shall within One (1) day of delivery notify USL of any alleged defects, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford USL the opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall conclusively presumed to be in accordance with the Terms and Conditions and free from any defect or damage.
- 7.2 For defective Goods which USL has agreed in writing that the Client is entitled to reject, USLs liability is limited to either (at USLs sole discretion) replacing the Goods or repairing the Goods provided that:
(a) The Client has complied with provisions of Clause 7.1
(b) USL will not be liable for Goods which have not been stored or used in a proper manner.
(c) The Goods are returned in the condition in which they were delivered and with all packaging material as is reasonable and possible in the circumstances.
- 7.3 At its sole discretion USL will accept returns of Goods for Credit if;
(a) USL is notified within 7 days of delivery by the Customer in writing that the Goods are unsuitable or surplus to requirements, and;
(b) the Goods must be returned within fourteen days of notification, in the original packaging and are returned with the USL provided Returned Goods Authorisation (RGA) form

- enclosed, and;
- (c) at USL's sole discretion Goods accepted for Credit may incur a re-stocking fee plus any freight costs.

8. WARRANTY

- 8.1 Subject to the conditions of warranty set out in clause 8.2 USL warrants that if any defect in any workmanship distributed by USL becomes apparent and is reported to USL within thirty days of the date of delivery (time being of the essence) then USL will (at USL's sole discretion) repair the defect or replace the workmanship.
- 8.2 The conditions applicable to the warranty given by clause 8.1 are:
- (a) The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
- 1) Failure on the part of the Client to properly maintain any Goods; or
 - 2) Failure on the part of the Client to follow any Instructions or guidelines provided by USL; or
 - 3) Any use of the Goods otherwise than for any application specified on a quote or order form; or
 - 4) The continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - 5) Fair wear and tear, any accident or act of God.
- (b) The warranty shall cease and USL shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without USL's consent.
- (c) In respect of all claims USL shall not be liable to compensate the Client for any delay in either replacing or repairing the workmanship/Goods or in assessing the Client's claim.
- 8.3 For Goods not manufactured by USL the warranty shall be the current warranty provided by the manufacturer of the Goods. USL shall be under no liability whatsoever except for conditions as detailed and stipulated in the manufacturer's warranty.

9. DEFAULT & CONSEQUENCES OF DEFAULT

- 9.1 Interest on overdue invoices shall accrue from the date when payment becomes due and daily until the date of payment at the rate of 2.5% compounding per calendar month and shall accrue at such a rate after as well as before any judgment.
- 9.2 If the Client defaults on payment of any invoice when due, the Client shall indemnify USL from and against all of USL's costs and disbursements including on a solicitor and own client basis and in addition all of USL's nominees cost of collection.
- 9.3 Without prejudice to any other remedies USL may have, if at any time the Client is in breach of any obligations (including those relating to payment) USL may suspend or terminate the supply of Goods to the Client and any of its other obligations under the Terms and Conditions. USL will not be liable to the Client for any loss or damage the Client suffers because USL exercised its rights under this clause.
- 9.4 If any account remains unpaid at the end of the second month after supply of the Goods or Services the following will apply: An immediate amount shall be levied for administration fees which sum shall become immediately due and payable in addition to interest payable under clause 9.1 here of.
- 9.5 In the event that:
- (a) Any money payable to USL becomes overdue or in USL's opinion the Client will be unable to meet its payments as they fall due, or
 - (b) The Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors or makes an assignment for the benefit of its creditors, or
 - (c) A receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client then without prejudice to USL's other remedies at Law.
 - (i) USL shall be entitled to cancel all or part of the order of the Client which remains unperformed in addition to and without prejudice to and other remedies; and
 - (ii) All amounts owing to USL shall, whether or not due for payment, immediately become due and payable.

10. TITLE

- 10.1 It is the intention of USL and agreed by the Client that property in the Goods shall not pass until;
- (a) The Client has paid all amounts owing for the particular Goods and;
 - (b) The Client has met all other obligations due by the Client to USL in respect of all the contracts between USL and the Client, and that the Goods, or proceeds of the sale of the Goods, shall be kept separate until USL has received payment and all other obligations of the Client are met.
- 10.2 It is further agreed that:
- (a) Until such time as ownership of the Goods shall pass from USL to the Client USL may give notice in writing to the Client to return the Goods or any of them to USL. Upon such notice the rights of the Client to obtain ownership or any other interest in the Goods shall cease.
 - (b) If the Client fails to return the Goods to USL then USL or USL's agent may enter upon and into land and premises owned or occupied or used by the Client or at any premises as the invitee

of the Client to where the Goods are situated and take possession of the Goods without being responsible for any damage caused.

11. PERSONAL PROPERTY SECURITIES ACT 1999

- 11.1 Upon assenting to these Terms and Conditions in writing the Client acknowledges and agrees that:
- (a) These Terms and Conditions constitute a security agreement for the purpose of the PPSA and;
 - (b) A security interest is taken in all Goods previously supplied by USL to the Client and all Goods that will be supplied in the future by USL to the Client during the continuance of the parties relationship.
- 11.2 The Client undertakes to:
- (a) Sign any further documents and/or provide any information. Such information to be complete and accurate and up to date in all respects which USL may reasonably require to register a financing statement or financing charge statement on the Personal Properties Security Register.
 - (b) Not registering a financing charge statement or a charge demand without the prior written consent of USL;
 - (c) Give USL not less than fourteen (14) days prior written notice of any proposed change in the Client's name and/or any other changes in the Client's details (including but not limited to change to the Client's address contact numbers or business practice) and;
 - (d) The Client will immediately give advice to USL of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 11.3 USL and the Client agree that nothing in sections 114(1) (a) 133 and 134 of the PPSA shall apply to these Terms and Conditions.
- 11.4 The Client waives its rights as a debtor under sections 116, 120(2), 121, 126, 127, 129, 131 and 132 of the PPSA.
- 11.5 Unless otherwise agreed to in writing by USL the Client waives its rights to receive a verification statement in accordance with section 148 of the PPSA.

12. INTELLECTUAL PROPERTY

- 12.1 Where USL has designed or drawn Goods for the Client, then the copyright in those designs and drawings shall remain vested in USL, and shall only be used by the Client at USL's discretion.
- 12.2 Conversely, in such a situation, where the Client has supplied drawings, USL in its sale conditions may look for indemnity (the specification and design of the Goods (including the copyright, design right or other intellectual property in them) shall as between the parties be the property of USL).
- 12.3 Where any design or specification have been supplied by the Client for manufacture by or to the order of USL then the Client warrants that the use of those designs or specification for the manufacture processing assembly or supply of the Goods shall not infringe the rights of any third party.
- 12.4 The Client warrants that any designs or instructions to USL will not cause USL to infringe any patent registered design or trademark in the execution of the Client's order.

13. CANCELLATION

- 13.1 USL may cancel these Terms and Conditions or cancel delivery of the Goods and Services at any time before the Goods are delivered by giving written notice. On giving such notice USL shall promptly repay the Client any sums paid in respect of the price for the Goods. USL shall not be liable for any loss or damage arising from such cancellation.
- 13.2 At USL's sole discretion the Client may cancel delivery of Goods and/or Services. In the event that the Client cancels delivery of Goods and/or Services the Client shall be liable for any cost incurred by USL up to the time of cancellation.

14. PRIVACY ACT 1993

- 14.1 All emails, documents, images or other recorded information held or used by USL is Personal Information, as defined in clause 1.7 and referred to in clause 14.3 and is therefore considered confidential. USL acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1993 ("the Act") including Part II of the OECD Guidelines and as set out in Schedule 5A of the Act and any statutory requirements where relevant in a European Economic Area "EEA" then the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). USL acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by USL that may result in serious harm to the Client, USL will notify the Client in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.
- 14.2 Notwithstanding clause 14.1, privacy limitations will extend to USL in respect of Cookies where transactions for purchases/orders transpire directly from USL's website. Such technology allows the collection of Personal Information such as the Client's:

- (a) IP address, browser, email client type and other similar details;
- (b) tracking website usage and traffic; and
- (c) reports are available to USL when USL sends an email to the Client, so USL may collect and review that information ("collectively Personal Information")

USL uses Cookies to store the current state of the site and the Client's default preferences while browsing. This data includes the current site language, currency, cart id, and logged in status. USL collects this information so that it can provide a personalized browsing experience. USL does not store any personal information, or any information that may be identifiable inside Cookies. The Client may disable cookies before browsing the site, however some features of the site will not be available with Cookies disabled. USL also uses Google Analytics to track site use. In order for this to occur Google will also use a Cookie to identify the Client's browsing session. This non-personal information gained enables USL to measure activity within its website which in turn is used to continually improve the USL website and its service to its Clients. USL does not warrant the accuracy or correctness of this data.

14.3 The Client authorises USL or USL's agent to:

- (a) access, collect, retain and use any information about the Client;
 - (i) including, name, address, D.O.B, occupation, electronic contact (email, Facebook or Twitter details), and other contact information (where applicable), previous credit applications, credit history or any overdue fines balance (information held by the Ministry of Justice) for the purpose of assessing the Client's creditworthiness; or
 - (ii) for the purpose of marketing products and services to the Client.
- (b) disclose information about the Client, whether collected by USL from the Client directly or obtained by USL from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.

14.4 Where the Client is an individual the authorities under clause 14.3 are authorities or consents for the purposes of the Privacy Act 1993.

14.5 The Client shall have the right to request USL for a copy of the Personal Information about the Client retained by USL and the right to request USL to correct any incorrect Personal Information about the Client held by USL.

15. CLIENTS DISCLAIMER

15.1 The Client hereby disclaims any right to rescind or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him to any servant or agent of USL and the Client acknowledges that he buys the Goods relying solely on his own skill and judgement and that USL shall not be bound by nor responsible for any term, condition, representation or warranty other than the warranty given by the manufacture which warranty shall be personal to the Client and shall not be transferable to any subsequent Client.

16. CONTRACTUAL LEGISLATION

16.1 The provisions within these Terms and Conditions are subject to the Contract and Commercial Law Act 2017 Part 2, Subpart 3

17. USL'S RIGHTS TO DISPOSE OF UNPAID GOODS

17.1 In the event that;

- (a) USL retains possession or control of the Goods; and
- (b) payment of the Price is due to USL; and
- (c) USL has made demand in writing to the Client for payment of the price of Goods in terms of this contract; and
- (d) USL has not received the Price of the Goods, then, whether the property in the Goods has passed to the Client or has remained with USL, USL may dispose of the Goods and may claim from the Client the loss to USL on such disposal.

18. LIEN

18.1 Where USL has not received or been tendered the whole of the price, or the payment has been dishonoured, USL shall have;

- (a) a lien on the Goods;
- (b) the right to retain them for the price while USL is in possession of them.
- (c) a right of stopping the Goods in transit whether or not delivery has been made or ownership has passed; and
- (d) a right of resale; and
- (e) the foregoing right of disposal, provided that the Lien of USL shall continue despite the commencement of proceedings or judgement for the price having been obtained.

19. CONSUMER GUARANTEES ACT 1993

19.1 This agreement is subject, in all cases except where the Client is contracting within the Terms and Conditions of a trade/business (which cases are specifically excluded) to the provisions of the Consumer Guarantees Act 1993.

20. GENERAL

20.1 All Goods and Services supplied by USL are Subject to the laws of New Zealand and that USL takes no responsibility for changes in the Law that affect the Goods and Services supplied.

20.2 If any provision of these Terms and Conditions shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected or prejudiced or impaired.

20.3 USL shall be under no liability whatsoever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by USL of these Terms and Conditions.

20.4 In the event of any breach of this contract by USL the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of USL exceed the price of the Goods.

20.5 The Client shall not set off against the Price amounts due from USL.

20.6 Neither party shall be liable for any default due to any act of God, terrorism, war, earthquake strike, lock out, industrial action, flood, storm or other event beyond the reasonable control of either party.

20.7 USL may license or sub-contract all or any part of its rights and obligations without the Clients consent.

20.8 USL shall not be liable for errors or omissions arising from oversight or a misinterpretation of the Clients verbal instruction.

20.9 USL reserves the right to review these Terms and Conditions at any time and from time to time. If following any such review there is to be any change in the Terms and Conditions that change will take effect from the date on which USL notifies the Client of such change.

20.10 Failure by USL to enforce any of the Terms and Conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations USL has under this contract.