



Cellmed

# Account Application

Credit card and credit account  
customer application form



# CELLMED ACCOUNT APPLICATION

## Section One: Your Account Type **PLEASE SELECT ONE OF THE TWO ACCOUNT TYPES**

Customer Accounts are available via these two options. Please fill out the sections which apply to the type of Account you require. These are indicated by **1** or **2**.



**CREDIT CARD ACCOUNT**   
 Please fill in sections 2-5  
 (Payment by credit card at time of purchase)



**CREDIT ACCOUNT**   
 Please fill in sections 2-7  
 (Payment on account at time of purchase)

Please Note: Where purchases are likely to be infrequent or \$500 or less per month, please select credit card payment (Option 1).



## Section Two: Your Contact Details



Legal Name:

Trading Name:

ABN No:   
 (Must be provided)

Nature of Business:

Registered Address:

Postal Address:   
 (If different from above)

Delivery Address:

Special Instructions:   
 (Hours of operation etc)

Telephone:  Fax:

Email:  Mobile:

Web Address:



## Section Three: Keeping in Touch\*



Do you wish to order using Cellmed Online ([www.cellmed.com.au](http://www.cellmed.com.au)) Yes  No

Please provide Email address for online ordering:

Do you wish to receive information relating to special offers, promotions Yes  No

If yes, please provide email address:



## Section Four: Scheduled Products



Do you wish to purchase Scheduled Products? Yes  No

To purchase Scheduled Products the Health Department requires Cellmed retains a copy of your Practitioner License including address information. NB: Copies from AHPRA Website must be signed by the Practitioner.



## Section Five: Acceptance of Our Trading Terms



I/We the applicant/partner/director of the company declare that I/We have never been registered under the Bankruptcy Act or been a director of a company which has gone into liquidation or had a receiver/manager appointed. I/We declare that I/We have read and understood, and agree to abide by the trading terms and conditions below, in particular that payment on account is to be made within 20 days of statement date, or as varied from time to time by Cellmed Pty Ltd. I/We expressly represent to Cellmed Pty Ltd that I Am/We are authorized to sign this application for a credit facility on behalf of the applicant. I/We acknowledge that first use by the applicant of the credit facility will constitute its acceptance of, and agreement to, the Terms and Conditions. I/We declare that the information provided by Me/Us in this document to be true and correct.

\* Please refer to Cellmed Pty Ltd's Privacy Policy on our website

Full Name:

Position:  Email Address:

Authorised signatory:  Date:



## Section Six: To Apply for a Credit Account (Purchases in excess of \$500 per month)

**CREDIT ACCOUNT:**

ACN Number (Where applicable):  Date Established:

Business Ownership: Limited Liability Company  Owner Operator  Partnership  Corporate   
 Government Body  Other

Corporate/Group Name:

Director/Owner Name:  No. of Employees:

Director/Owner Name:  Date of Birth: Driver

Residential Address:  Licence No: Est.

Monthly Spend: \$

Trade References (Minimum of two referees must be provided):

Name:  Phone

Name:  Phone

Name:  Phone No:



## Section Seven: Your Business Contact Details

(Where applicable):

**1. Accounts:**  Phone No:

Email:  Mobile:

Position:  Fax No:

**2. Purchasing:**  Phone No:

Email:  Mobile:

Position:  Fax No:

**3. Medical/Clinical:**  Phone No:

Email:  Mobile:

Position:  Fax No:

Please provide email address for electronic invoicing:

### Privacy Statement

Cellmed collects and holds your personal information that it considers appropriate for the purposes of providing credit to the customer, including the administration and management of the customer's accounts with Cellmed. For these purposes, you consent to the disclosure of the personal information to any third party. By completing the details on the credit application form, you consent to the collection and use of personal information.

### Please return to Cellmed

8 William St, Norwood, SA, 5067 | Attention: New Accounts

Email to: [sales@cellmed.com.au](mailto:sales@cellmed.com.au)

For further enquiries or any assistance in completing the Account Application Form, please feel free to call us on 1300 946 820

# Cellmed Terms and Conditions of Supply of Goods

These terms and conditions [Terms] apply whenever Cellmed supplies any products [Goods] to any person [the customer], unless expressly agreed otherwise in writing. By requesting the supply of Goods from Cellmed, the customer acknowledges and agrees to the Terms. Cellmed may at any time amend these terms or the list price upon notice to the customer. An amendment will not affect any order accepted by Cellmed on or prior to the time that the terms were Cellmed to the customer (which may be by way of update via Cellmed website or such other means as Cellmed considers is appropriate). The customer's placement of any order after receipt of such notice will constitute deemed acceptance by the customer of the amended terms.

## 1. SALE AND PURCHASE

- 1.1 Cellmed agrees to sell and the customer agrees to purchase the Goods referred to on a purchase order issued by the customer and accepted by Cellmed.
- 1.2 Cellmed may decline part or all of any purchase order received from the customer for any reason (including where Goods are out of stock or otherwise unavailable) by notifying the customer prior to issuing an invoice for the relevant Goods.
- 1.3 If Cellmed declines any purchase order under clause 1.2 and some or all of the Goods are out of stock, the customer

may request Cellmed to place those out of stock Goods on backorder [Backorder]. If Cellmed accepts the customer's request, the following provisions apply:

- (a) notwithstanding clause 2.1, payment for the Goods is due in full, without deduction, withholding or set-off of any kind, immediately on acceptance of the Backorder by Cellmed;
- (b) Cellmed will endeavour to procure the Goods specified in the Backorder within 90 days (or such longer period as agreed) of acceptance of the Backorder; and
- (c) if Cellmed is not able to procure the Goods specified in the Backorder within the period as specified in clause

1.3(b), Cellmed or the Customer may cancel the Backorder by notifying the other party, and Cellmed will refund any payments made by the Customer under clause 1.3(a).

- 1.4 Subject to clause 1.3, the customer cannot cancel any purchase order for Goods after issue by the Customer and accepted by Cellmed and is bound to pay the price for those Goods, unless Cellmed expressly agrees otherwise in writing.

## 2. PAYMENT

- 2.1 Payment for the Goods is due in full, without deduction, withholding or set-off of any kind, twenty days from the date of the statement issued by Cellmed. Payment by Credit or Charge Card will be accepted provided arrangement has been made to do so prior to purchase. Credit or Charge Cards may not be used to pay accounts that are overdue unless the customer agrees to pay the merchant fees applicable.
- 2.2 Interest may be charged on amounts that are overdue from the due date for payment until payment in full and will be calculated at the Commonwealth Bank overdraft index rate ruling at the time.

## 3. PRICING

- 3.1 Unless otherwise agreed in writing, the price charged shall be the list price at the time of placing the order. Verbal quotations are not binding on Cellmed unless confirmed in writing. Written quotations are only valid for one calendar month unless otherwise stated. may vary its prices at any time.

## 4. GST

- 4.1 In this clause 4:
  - (i) the expressions Consideration, Input Tax Credit, Recipient, Supply, Tax Invoice and Taxable Supply have the meanings given to those expressions in the GST Act; and
  - (ii) Supplier means any party treated by the GST Act as making a Supply under a Contract.
- 4.2 Unless otherwise expressly stated, all prices or other sums payable or Consideration to be provided under or in accordance with these Terms are exclusive of GST.
- 4.3 If GST is imposed on any Supply made under or in accordance with these Terms, the Recipient of the Taxable Supply must pay to the Supplier an additional amount equal to the GST payable on or for the Taxable Supply, subject to the Recipient receiving a valid Tax Invoice in respect of the Supply.
- 4.4 Payment of the additional amount must be made at the same time and in the same way as payment for the Taxable Supply required to be made in accordance with these Terms.

## 5. WARRANTY

- 5.1 Except as set out in these Terms or otherwise expressly agreed in writing, all conditions, representations, warranties, terms and undertakings, whether express or implied, are excluded to the maximum extent permitted by law. Nothing in these Terms excludes, restricts or modifies any rights that customers may have under the Australian Consumer Law or any other rights and which by law cannot be excluded.

## 6. RETURNS

- 6.1 This Clause 6 does not apply to goods purchased by customers who are consumers within the meaning of the Australian Consumer Law and where the return is made because the goods do not comply with the consumer guarantees under the Australian Consumer Law.
- 6.2 If the customer wishes to return the Goods, the customer must request a Returned Goods Authorisation (RGA). The customer may only return the goods upon receiving an RGA number for Cellmed. When requesting an RGA, the original invoice number is required to be quoted. All returned goods must be properly packed, clearly labelled with the RGA number, and returned via Cellmed nominated means.
- 6.3 To the extent permitted by law, returns will not be accepted if:
  - (a) the Goods were delivered more than 24 hours prior to the request for return;
  - (b) the Goods are returned incomplete, or have been used;
  - (c) the Goods are received by Cellmed in a damaged or unsealable condition, or are not in their original unopened packaging;
  - (d) the Goods were not stored and/or shipped back to Cellmed in accordance with the manufacturer's or Cellmed recommendations;
  - (e) the Goods are not normal Cellmed stock items and have been procured by Cellmed to meet a specific customer requirement;
  - (f) the Goods are not returned to Cellmed nominated warehouse;
  - (g) the Goods have expired;
  - (h) the Goods are cold chain category products; or
  - (i) the Goods are no longer required because of the customer's change of mind.
- 6.4 If it is determined that the customer was not entitled to return the Goods (for example, clause 6.3 applied in respect of the Goods), Cellmed may charge a re-stocking fee (the greater of 15% of the cost of the Goods returned or \$30) together with any other charges (including freight) incurred by Cellmed in connection with such return. If a handling fee was charged at the time of the purchase of the Goods, the customer will not be entitled to a refund or credit of that handling fee.

## 7. DELIVERY AND RISK

- 7.1 The risk in the Goods shall pass to the customer immediately upon delivery or, where the customer is to arrange delivery, when the Goods are made available for collection by the customer or its carrier.
- 7.2 Any time stated for delivery is an estimate only. Cellmed is not liable for any delay in delivery (howsoever caused), nor for any failure to deliver caused by the customer's failure to provide Cellmed with adequate delivery instructions or any other instructions relevant to the supply of the goods. Any such delay or failure does not give the customer a right to reject the goods. This sub-clause 7.2 is subject to any rights the customer may have under the Australian Consumer Law.

## 8. TITLE

- 8.1 The property in Goods shall not pass from Cellmed until the customer's indebtedness to Cellmed pursuant to any invoices from Cellmed to the customer in relation to those Goods is paid in full. Until such payment in full is made the customer shall keep the Goods for and on behalf of Cellmed in its capacity as a fiduciary and subject to these terms. Cellmed authorises the customer to sell or use the Goods, in the ordinary course of the customer's business, as Cellmed fiduciary agent for the account of Cellmed only. The proceeds of sale are the property of Cellmed and the customer shall hold such proceeds for and on behalf of Cellmed in a fiduciary capacity. The customer shall pay such proceeds of sale into a separate account for and on behalf of Cellmed and shall keep separate records as to the Goods sold and as to the amounts received. This authority to sell and use the Goods is revoked immediately if a customer default occurs (as described below) or if Cellmed revokes that authority in writing.
- 8.2 The customer shall ensure that the Goods are stored in such a way that they do not become spoilt or damaged, are clearly identifiable as the property of Cellmed and are not intermingled with the property of the customer or of any other person. The customer shall not in any way alter or treat the Goods so as to change the quality or nature in any way so that they can not be distinguished until such time as full payment has been made as aforesaid. The customer shall notify Cellmed in writing of any intended sale of the customer's business, which includes or purports to include the Goods as part of the customer's property. Until payment to Cellmed in full, the customer shall grant any security interest over, lease, assign or otherwise deal with the Goods, except as permitted by these Terms or with the written consent of Cellmed.

## 9. PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA)

- 9.1 The customer acknowledges that these Terms constitute a security agreement which creates a security interest under the Personal Property Securities Act 2009 (Cth) (PPSA) in favour of Cellmed in all Goods and their proceeds supplied by Cellmed to the customer at any time to secure the payment of all amounts, and the performance of all obligations, owing by the customer to Cellmed in connection with any such Goods. The customer agrees, at its cost, to provide such information, sign such documents and do such other things as Cellmed may require in order to enable Cellmed to register and perfect that security interest and obtain and maintain a first ranking priority position over the Goods and their proceeds. To the maximum extent permitted by applicable law, the parties agree that:
  - (a) the customer waives any right to receive a verification statement under the PPSA in respect of the security interest created by these Terms; and
  - (b) the customer waives and, with Cellmed agreement contracts out of, the customer's rights under sections 95, 96, 118, 121(4), 125, 129, 130, 132(3)(d), 132(4), 135, 142 and 143 of the PPSA. Terms defined in the PPSA shall have the same meaning when used in this clause.

## 10. ACCOUNT LIMITS (FOR TRADING ACCOUNTS)

- (a) Normally Cellmed will allow the customer to purchase and continue to purchase Goods as long as the total of the customer's account does not exceed the customer's pre-approved account limit (if applicable).
- (b) Cellmed may require further trade references or reports from the customer from time to time and additional information if the customer applies to increase its account limit.
- (c) Cellmed may increase or decrease the customer's account limit (if any) at its absolute discretion without notice to the customer.
- (d) The customer agrees that it will, on Cellmed request, also provide Cellmed further supporting documentation for the purpose of assessing the customer's credit worthiness.
- (e) In no circumstances is Cellmed obliged to approve any application for an increase in the limit of the customer's account.

## 11. CUSTOMER DEFAULT

- 11.1 If:
  - (a) the customer breaches any provision of these Terms (or any other agreement with Cellmed) and this constitutes a material breach;
  - (b) the customer suffers any bankruptcy or insolvency event (including the appointment of any liquidator, receiver, administrator or similar officer in respect of the customer or any of its assets; any resolution being passed, proceedings filed or order made for the liquidation, receivership, administration, bankruptcy, winding-up or dissolution of the customer; the customer entering into any compromise or arrangement with its creditors; or any analogous event under the laws of any applicable jurisdiction); or
  - (c) any event occurs or information becomes known to Cellmed which, in Cellmed opinion, might materially affect the customer's creditworthiness or the customer's ability or willingness to comply with its obligations under these Terms (or any other agreement with Cellmed),

- (a) then without limiting any other right or remedy Cellmed may have, Cellmed may at any time without notice:
  - (i) suspend or terminate any or all existing and future contracts with the customer for the supply of Goods; or
  - (ii) suspend, cancel or vary any credit terms by notice to the customer and require immediate payment of any or all amounts outstanding.
- 11.2 The customer will pay on demand all costs (including legal costs on a solicitor/client basis) incurred by Cellmed in

connection with any default by the customer, any recovery or attempted recovery of any amount owed by the customer, or any other enforcement action taken by Cellmed in connection with these Terms.

## 12. HANDLING

- 12.1 Consumable medical and surgical supplies: All orders with a value exceeding Cellmed "Handling Free Threshold" will be delivered free of handling charges into the local metropolitan area. Orders less than this threshold will attract a handling charge. The Handling Free Threshold and handling charge may be varied from time to time by Cellmed on notice to the customer (which may be by way of notification via Cellmed website. Cellmed customer service staff can advise the customer of the applicable threshold and charges on request. All orders outside the metropolitan area will be subject to handling charges which will be invoiced with the Goods. Customer requests for urgent orders regardless of location may be subject to additional freight and handling costs.
- 12.2 Bulk items, Equipment and Furniture: The customer shall pay the cost of any freight and/or handling costs associated with the delivery of bulk items, equipment or furniture.
- 12.3 Cold Chain: These products may attract additional handling charges, whether or not the Handling Free Threshold has been met.

## 13. LIABILITY

- 13.1 To the maximum extent permitted by law, including the Australian Consumer Law, Cellmed liability for any defect in the goods or their supply or related services (including any breach of warranty) is limited, at Cellmed's option:
  - (a) in respect of Goods; to repairing or replacing the Goods (or supplying equivalent goods) or paying the cost of repairing or replacing the Goods or supplying equivalent goods; and
  - (b) in respect of related services; to supplying the services again or payment of the cost of having the services supplied again.
- 13.2 Cellmed will not in any circumstances be liable for any consequential, special or indirect loss or damage or for any loss of profit, savings or goodwill.

## 14. FORCE MAJEURE

- 14.1 Cellmed will not be liable, and the customer will not be entitled to cancel any purchase order, for any delay or failure by Cellmed to perform its obligations under these Terms caused by any event or circumstance beyond Cellmed reasonable control (including fire, accident, earthquake, flood, drought, crime, war, blockade, civil commotion, epidemic, pandemic or outbreaks, medical or other health emergency, strike, lockout or labour dispute, shortage of fuel, power or raw material, inability to procure stock or transport, or acts or omissions by regulatory authorities).

## 15. PRIVACY

- 15.1 The customer consents to Cellmed collecting its personal information (as that term is defined in the Privacy Act 1988 [Cth]) in order to provide the customer with Goods or services requested. Without this information, Cellmed cannot provide Goods and services under these Terms.
- 15.2 Cellmed may contact the customer with marketing material about Cellmed and Cellmed related businesses that may interest the customer. Cellmed may disclose the customer's personal information to its related companies and to third parties who provide Cellmed with or help Cellmed provide products and services and to health care information services providers who may use it. Cellmed may provide information to its information technology providers in locations outside the customer's state or territory and to locations overseas such as New Zealand, the USA and Canada.
- 15.3 Except where Cellmed may refuse access as permitted by law, the customer can gain access to the personal information Cellmed holds about the customer. Cellmed privacy policy (available at [www.cellmed.com.au](http://www.cellmed.com.au)) states how the customer can seek to access or correct any personal information Cellmed holds about the customer, how to complain about a privacy breach by Cellmed and how Cellmed will deal with a privacy complaint. You can contact us at [sales@cellmed.com.au](mailto:sales@cellmed.com.au)

## 16. RESUPPLY

- 16.1 The customer must not resupply the Goods outside Australia without Cellmed prior written consent.

## 17. USE OF CELLMED WEBSITE

- 17.1 Information on website
  - The information contained Cellmed website at [www.cellmed.com.au](http://www.cellmed.com.au) ("Website") is for general information purposes only. Advice received via the Website should not be relied upon for personal, medical, legal or financial decisions and customers should consult an appropriate professional for specific advice tailored to their situation. Customers acknowledge that the information available on the Website may be modified, updated or replaced by Cellmed from time to time without notice. Cellmed does not warrant that the information contained on the Website is accurate, complete, current, virus-free, error-free or complies with any legislation or regulations other than those in Australia. Cellmed shall have no liability with respect to any claims arising from the use of the information on the Website however arising.
- 17.2 Security and Cookies
  - Customers acknowledge that their access to the Website may be monitored and tracked by Cellmed by the use of cookies and/or customers IDs. Any information provided by customers through their browsers (including cookies) will be for the use of Cellmed, the operator of the Website. Cellmed will not disclose personal information about customers or their browsing habits to any other third party, unless customers give Cellmed express permission to do so, unless required to do so by law or permitted under Cellmed's privacy policy. Cellmed may disclose aggregated and/or unidentified information about customers in general, including details of their purchases and statistics related to the Website to others, but in doing so, will not disclose personal information about any particular customer. Notwithstanding the above, customers acknowledge that transmissions to and from the Website may be monitored, intercepted or modified by other parties.
- 17.3 No unlawful or prohibited use
  - As a condition of use of the Website, Customers warrant that they will not use the Website for any purpose that is unlawful or prohibited by these Terms. Customers may not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. Customers may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.
- 17.4 Copyright and trade marks
  - The Website, and the information, images and text on the Website, are copyright. Customers may download the information, images and text as incidentally necessary to enable the proper access to the Website. Other than use as authorised in these Terms or by Cellmed in writing, customers may not retain, copy, reproduce, modify or distribute any information, images or text on the Website for any purpose. Trade marks used on the Website to describe companies and their products or trade marks of those companies or the registered proprietor of the relevant trade mark and may not be copied, downloaded, reproduced, modified, or distributed in any way (except as an integral part of an authorised copy of material appearing at this site) without prior permission. Cellmed trade marks are used on the Website as trade marks only in Australia, New Zealand and in other countries in which Cellmed has rights in the registered or unregistered trade marks. Cellmed Healthcare is a registered trade mark used under licence from Cellmed Group Limited.
- 17.5 Linking and framing
  - Links to external sites from this Website are provided for convenience only and Cellmed does not endorse or make any warranty with respect to such external sites.
- 17.6 Website availability
  - Cellmed does not warrant that the Website will be available at any time. Customers acknowledge that the Website may be unavailable for a number of reasons, including due to matters beyond Cellmed control, and shall hold Cellmed harmless in respect of any claims arising there from. Cellmed does not warrant that customers' access to the Website will meet any particular performance criteria unless otherwise separately agreed in writing.
- 17.7 No liability
  - To the maximum extent permissible by law, and subject to the provisions of the Australian Consumer Law, Cellmed will not be liable in respect of any loss or damage, however caused, to any person or property arising from access to, or use of, the Website or the information on the Website.
- 17.8 Website Errors
  - The information, software, products, and services included in or available through the Website may include inaccuracies or typographical errors. Cellmed reserve the right to correct errors on the Website. Cellmed can refuse to honour, not accept and cancel your order due to errors in pricing, product availability, product images, product descriptions, and general errors.

## 18. MISCELLANEOUS

- 18.1 Nothing contained in these terms and conditions shall exclude or modify the application of any condition, warranty or liability which is imposed by the provisions of any relevant legislation, including the Australian Consumer Law, to the extent to which any such conditions, warranties or liabilities cannot lawfully be excluded.
- 18.2 The customer will no later than 14 days prior to any proposed change of ownership, change in its particulars, and any alteration to its constitution or shareholders or directors, notify Cellmed in writing of the proposed change.
- 18.3 The proper law relating to the supply of the Goods is the law of the State of New South Wales and Cellmed and the customer agree to submit to the jurisdiction of the Courts of that State.
- 18.4 Unless Cellmed agrees in writing, no waiver, variation or addition to these terms shall have any effect whatsoever. Cellmed may vary these Terms from time to time. Any such variation will be effective from the date specified by Cellmed in any written notice provided to the customer. By requesting, or continuing to request, any Goods or using the Website, after such effective date, the customer accepts and agrees to be bound by such variation.
- 18.5 These Terms constitute the entire agreement between the parties for the supply of the Goods and supersede and exclude any representation, agreement, arrangement or correspondence on the matter, any terms or documents submitted by the customer and any terms implied by trade, custom, practice or course of dealing.
- 18.6 Cellmed may assign any of its rights and obligations to any person. The customer may not assign any of its rights and obligations to any person without the prior written consent of Cellmed (such consent will not be unreasonably withheld).
- 18.7 The United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention) shall not apply to the sale and purchase of the Goods.
- 18.8 This clause applies Cellmed the customer is a trustee and whether or not Cellmed has notice of the trust.
  - (a) Where the customer comprises two or more persons and any of those persons is a trustee this clause applies to such trustee.
  - (b) The customer agrees that even though it enters into these terms as trustee of the trust, the customer also shall be liable personally for the performance and observance of every covenant to be observed and performed by the customer expressed or implied in these terms.
  - (c) The customer warrants it has complete, valid and unfettered power to enter into these terms pursuant to the provisions of the trust and warrants that its entry into these terms is in the due administration of the trust.
  - (d) The customer covenants it has a right of indemnity against the property of the trust and it has not, and in the future will not be, excluded, modified, released, lost or diminished (whether by agreement, breach of trust or otherwise).
  - (e) The customer shall not, without Cellmed prior written consent (such consent will not be unreasonably withheld):
    - (i) resign or be removed as trustee of the trust or appoint or allow the appointment of a new or additional trustee of the trust;
    - (ii) amend or revoke any of the terms of the trust;
    - (iii) vest or distribute the property of the trust or advance or distribute any capital of the trust to a beneficiary or resettle any of the property of the trust;
    - (iv) permit a beneficiary to have the use, occupation, employment or possession of the property of the trust;
    - (v) do or permit or omit to do an act or thing in breach of the trust or which would permit the trustee to be removed as trustee of the trust;
    - (vi) exercise or permit or allow to be exercised a power to change the vesting date of the trust or provide for an early determination of the trust;
    - (vii) lend any money, give any guarantee or incur any debt other than in the ordinary course of business of the trust; or
    - (viii) pay any of the income of the trust to any beneficiary of the trust if such payment will prejudice or affect the customer's ability to pay all monies due to Cellmed.