



**2. PERSONAL GUARANTEE**

(minimum of 2 directors or shareholders if Customer is a limited company)

In consideration of Drugchek supplying and at my/our request agreeing to continue to supply product to the Customer named above, I/We, the persons named on previous page , jointly and severally guarantee to Drugchek the due and punctual payment of all monies payable by the Customer to Drugchek from time to time, and will pay Drugchek those monies on demand.

I/We will also be a principal debtor in respect of those monies. This guarantee will continue until expressly released by Drugchek NZ in writing. No other act or omission by Drugchek NZ that would otherwise limit or release this guarantee will have that effect. I/We have read and agree to the Terms of Trade in the Application to Trade and agree that the provisions of clause 7 (Privacy Act 1993) apply to me/us as if I/we were the Customer

(1) Signature: \_\_\_\_\_ Full Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Director or Shareholder)

Signed by Witness: \_\_\_\_\_ Full Name: \_\_\_\_\_ Date: \_\_\_\_\_

(2) Signature: \_\_\_\_\_ Full Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Director or Shareholder)

Signed by Witness: \_\_\_\_\_ Full Name: \_\_\_\_\_ Date: \_\_\_\_\_

**3. CREDIT REFERENCE** Please supply the names of 3 current suppliers who will give us a trade reference

(1) Name : \_\_\_\_\_ Phone (0 ) : \_\_\_\_\_

(2) Name: \_\_\_\_\_ Phone (0 ) : \_\_\_\_\_

(3) Name: \_\_\_\_\_ Phone (0 ) : \_\_\_\_\_

**5. EMAIL ADDRESS FOR STATEMENTS** (Charge Accounts Only)

To avoid administration fees, please provide your email address for statements to be sent to.

Email Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Please either post to : Drugchek NZ, PO Box 44-373, Point Chevalier, Auckland 1246

Or email to : drugchek@drugchek.co.nz

Thank-you





# Terms of Trade

25 St Michaels Ave, Point Chevalier 1220,  
PO Box 44-373, Point Chevalier 1246, Auckland  
Phone : 09 849 4512

[www.drugchek.co.nz](http://www.drugchek.co.nz)

## 1. Pricing

- 1.1 All prices exclude Goods and Services Tax ("GST"). In addition to the price, you must pay GST on the supply at the rate applicable at the time of supply. Drugchek will issue you with a GST invoice.
- 1.2 Prices are subject to change at any time without notice.
- 1.3 Delivery fees may apply for goods that Drugchek delivers to you and we will agree with you the appropriate delivery fee structure. Further information may be set out in the Delivery Schedule on the Drugchek website (if any).

## 2. Time for payment of invoices

In the event that any invoice has not been paid in full by the due date, Drugchek may at its option:

- 2.1 charge interest compounding monthly on the unpaid overdue Balance at the default rate which Drugchek may be charged by its lenders from time to time;
- 2.2 charge you costs it incurs (including collection costs and legal costs); and
- 2.3 suspend sale or delivery of further goods until the account is paid in full.

## 3. Events upon which immediate payment required

All amounts outstanding will become immediately due and owing and you will be in breach of these Terms if the information given in your application for credit is not correct and you have failed to correct this information within 5 days of Drugcheks' request, or if, in Drugcheks opinion, there is a significant risk that you cannot or will become unable to pay your debts as they fall due including if you become insolvent, enter into a compromise with your creditors, commit any act of bankruptcy, or if a receiver, liquidator, administrator or statutory manager is appointed over any of your assets or undertakings.

## 4. Time that risk passes

Risk in any goods that Drugchek supplies to you will pass to you on the earlier of actual receipt by you or delivery to the address for delivery specified by you.

## 5. Personal Property and Securities Act 1999 ("PPSA")

Legal and equitable ownership of all goods supplied by Drugchek is retained by Drugchek until full payment is made by you of all amounts you owe to Drugchek. You acknowledge Drugcheks' right to register a security interest under the PPSA.

You further acknowledge that:

- 5.1 You will promptly execute any documents and do anything else required by Drugchek to ensure that the security interest in the goods constitutes a perfected security interest.
- 5.2 Nothing in s114(1)(a), 133, and 134 of the PPSA, or your rights under The sections of the PPSA listed in section 107(2) of the PPSA, will apply to the goods or these Terms.
- 5.3 You waive your right to receive a copy of the verification statement confirming registration of a financing statement or a financing change statement relating to the security interest created by these Terms.
- 5.4 The goods will be stored in a way which allows the goods supplied or delivered at different times by Drugchek to be identified to a particular delivery and/or invoice by Drugchek
- 5.5 Notwithstanding any appropriation by you, Drugchek is entitled to apply any payment you make as it sees fit.

## 6. Power of entry to recover goods

On request, you will give Drugchek details of all premises where you hold the goods. Subject to any rights you have under the Credit (Repossession) Act 1997, where you are in breach of these Terms, Drugchek may, without further notice, use reasonable force to enter any premises under your control to remove any goods which are the property of Drugcheks. You indemnify Drugchek against all costs and claims in respect of its exercise of rights under this clause.

## 7. Privacy Act 1993

You acknowledge and agree that any information which you have supplied to Drugchek (including any personal information as defined in the Privacy Act) is able to be used by Drugchek NZ Ltd This entity may use the information you have provided for credit checking purposes, for debt collection purposes and to provide you with information about Drugchek and their goods, services, promotions and events. Any personal information that you provide to Drugchek will be collected and held by Neesham Pike Thomas Chartered Accountants located at Pompallier Ctre, Pompallier Terrace, Auckland 1011, Under the Privacy Act, if you are an individual, you have rights of access to, and correction of, personal information held.

## 8. Obligation to maintain confidentiality and prevent fraud

Your pricing and any credit terms with Drugchek is confidential and you must maintain that confidentiality. You are responsible for ensuring that your account details are not provided or disclosed to any person other than those persons within your organisation who are expressly authorised to act on your behalf. You are liable for all purchases on your Drugchek account including those made fraudulently where you have failed to comply with this clause You will not be liable for purchases by unauthorised persons from the time Drugchek receives your advice in writing of misappropriation of your account details.

## 9. Exclusions and limitation of liability

- 9.1 You acknowledge that all your purchases from Drugchek are for the purposes of a business (including a company, club, institution, charity or community group).
- 9.2 You acknowledge that, to the fullest extent permitted by the law:
  - 9.2.1 All guarantees, warranties and conditions implied by the Consumer Guarantees Act 1993 or the Sale of Goods Act 1908 or otherwise, are expressly excluded.
  - 9.2.2 Subject to any mandatory labelling or other requirements, Drugchek does not warrant that any goods it sells will meet any particular specifications or be fit for any particular purpose.
  - 9.2.3 Any claims concerning goods must be made within 48 hours of receipt of the goods for damaged goods or the due date for delivery for missing goods. Invoice number/s and dates must be supplied as proof of purchase. Where Drugchek accepts liability for damaged or missing goods, Drugcheks' only liability is to either, at its option, resupply the goods or refund all or part of the purchase price of the goods.
- 9.3 Drugchek will not in any circumstances be liable for any indirect or consequential loss or damage nor for any loss of business, loss of production, property, profit, goodwill, or business opportunity or overheads however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of Drugcheks' failure or omission to comply with its obligations, even if Drugchek had been advised of the possibility of such damage or loss, and whether such claim is made in contract, tort or otherwise.

## 10. Product recall

You must co-operate fully with Drugchek if Drugchek decides or is required to recall goods supplied to you.

## 11. General Conditions

- 11.1 Drugchek reserves the right to change these Terms from time to time by notice in writing to you.
- 11.2 If Drugchek fails to enforce any term or fails to exercise any right under these Terms at any time, Drugchek has not waived that term or right.
- 11.3 If any provision of these Terms is held to be invalid or unenforceable for any reason, the remaining provisions remain in full force.
- 11.4 You consent to receiving promotional material, special offers and other correspondence from Drugchek by electronic email.
- 11.5 Drugchek may assign any of its rights under these terms.