



RENER
HEALTH PRODUCTS

Leading the Natural Health Industry in WA

Telephone: 08 9311 6800
 Fax: 08 9311 6899
 Toll Free: 1300 883 716
 E-mail: info@renerhealth.com

Office Use only:

Account Number _____

P C R

ACCOUNT APPLICATION FORM

Thank you for applying for an account with Australian Manufacturing Company Pty Ltd ACN 161 569 526; trading as 'Renner Health Products', the leader in WA for distribution and education for natural health products. Please complete the details below and return a signed copy to us by fax, email or post. If you have any queries please contact one of our friendly customer service staff. **Please ensure copies of relevant qualifications and witness signature accompany your application to prevent delays in processing.**

Applicant's full legal name: _____

Applicant's ACN/ABN: _____

Applicant's ACN/ABN: _____

Applicant's trade / business name: _____

Practitioner/Contact Name: _____

Phone: _____

Fax: _____

Mobile: _____

Email: _____

Accounts Contact: _____

Accounts Phone: _____

Delivery Address: _____

State: _____

Post Code: _____

Please tick if it is a Residential Address

Please tick for Authority to leave parcels

Delivery Instructions: _____

Postal Address: _____

State: _____

Post Code: _____

Is your business (please check box)

Sole Trader

Partnership

Limited Partnership

Public Company

Trust

Proprietary Company

Date of Registration Business: _____

Name, DOB and Driver's License No. of: Director(s) Partners Proprietors Individual trustee(s) (please check box)

1. Name: _____

DOB: _____

Driver's License No: _____

2. Name: _____

DOB: _____

Driver's License No: _____

3. Name: _____

DOB: _____

Driver's License No: _____

Type of Business: _____

If Practitioner, please specify modality/ies: _____

Details of Qualifications: _____

Name of Association (if applicable): _____

Association/Provider Number (if applicable): _____

TGA Exemption Number (if applicable): _____

Office Use Only

Customer Group:

Practitioner

Complementary

Retail

Pronto

Pharmacy with Clinic

Pharmacy without Clinic

XL

Health Food with Clinic

Health Food without Clinic

QS

Authorised by: _____

Date Opened: _____

E

****If you are applying for a practitioner account please provide copies of your qualifications and TGA exempt certificate****

Credit

COD Type Account (payment with order; leave credit references blank)

30 Day Type Account (please provide 2 credit references below for this option)

Credit References:

Company: _____ Contact Name: _____

Phone: _____ Fax: _____ Email: _____

Company: _____ Contact Name: _____

Phone: _____ Fax: _____ Email: _____

Please note that we will endeavour to contact your credit references to verify; this may cause delays in processing. Note that some companies do not provide credit references; please check with them directly. Rener Health Products reserves the right to refuse a credit account

TERMS OF APPLICATION

General terms

By signing this Application Form, the applicant named in this Form (**Applicant**):

1. applies to open a cash on delivery or credit account with Rener Health Products (as the case may be) to be established, operated and used in accordance with the terms and condition set out in this document;
2. acknowledges and agrees that, if Rener Health Products accepts the application, the Terms of Trade set out on [pages 4 to 5] of this document apply and bind the Applicant (referred to therein as 'you') and Rener Health Products (referred to therein as 'us' / 'we') in every case where Rener Health Products provides goods and/or services to (or on behalf of) the Applicant;
3. acknowledges and agrees that Rener Health Products may accept this application expressly in writing or impliedly by conduct (including by providing goods or services to the Applicant);
4. acknowledges that as at this date there are no legal actions or judgments against the Applicant and that the Applicant is able to pay our debts as and when they fall due;
5. if the Applicant holds a practitioner account with Rener Health Products - agrees to abide by 'Practitioner only' Suppliers' marketing, retail, online and other policies; and
6. warrants to Rener Health Products that the information provided by the Applicant in this Application Form is true and correct; and
7. acknowledges and agrees that Rener Health Products may seek commercial credit information about the Applicant (SECTION 18L (4) PRIVACY ACT 1988). If Rener Health Products considers it relevant to assess this application for personal credit, Rener Health Products may obtain a report about the Applicant's commercial activities or commercial worthiness from a business which provides information about the commercial credit worthiness of persons. The Applicant understands that the information may be used to assess this application for credit and to notify other credit providers of a default by the Applicant.

Guarantee

In consideration for Rener Health Products accepting this application, each individual who signs this document (whether as guarantor or for and on behalf of the Applicant) unconditionally and irrevocably guarantees (and if more than one, then jointly and severally) to Rener Health Products the following:

1. the due and punctual payment of all amounts payable by the Applicant to Rener Health Products;
2. the performance of each of the Applicant's obligations to Rener Health Products (whether in accordance with this document or otherwise).

Each guarantor must immediately on demand pay to Rener Health Products any amount that the Applicant has failed to pay to Rener Health Products when due and payable.

Each guarantor indemnifies Rener Health Products against any loss, cost or liability suffered, paid or incurred by Rener Health Products in relation to the Applicant's failure to perform its obligations to Rener Health Products.

This guarantee is enforceable against each guarantor whether or not Rener Health Products has made a demand on the Applicant, given any notice to the Applicant or taken any steps against the Applicant and whether or not this guarantee is wholly or partly unenforceable for any reason.



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ACCOUNT APPLICATION FORM SIGNATURES

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Account Applications are generally processed within 24-48 hours of receipt; please ensure all relevant areas are filled out in full, you have attached any relevant qualifications and signed accordingly to prevent any delays. Note that the applicant and the guarantor may be the same person if you are a sole trader; please sign both areas). A confirmation email will follow approval, which will include account details, a current pricelist, order form and monthly specials.

Executed by the Applicant(s):

Signed by the Applicant, or for and on behalf of the Applicant by its authority and in accordance with its governing rules:

.....
Signature

.....
Signature

.....
Full name (please print)

.....
Full name (please print)

Executed by the applicant(s)/guarantor(s):

.....
Signature

.....
Signature

.....
Full name (please print)

.....
Full name (please print)

Executed by Witness:

*NB: Anyone over the age of 18 years may witness your signature

Witness signature

.....

Witness name (please print)

.....

Witness address (please print)

.....

Witness occupation (please print)

.....

Terms of Trade

Effective as at March 2016

Credit terms

If we approve your application to open a 30 day credit account with us, you must pay the whole amount as shown on an invoice issued by us on or before the due date, **which is 30 days from the date of the invoice.**

We may (at any time, for any reason, without notice and without any liability to you) refuse credit to you and/or suspend or cancel your credit account with us.

Cash on Delivery (C.O.D.)

ALL non-credit account holders are to be C.O.D. or 'cash with order' purchases. We do accept credit card payments as below and may hold your order to be released pending payment.

Orders

Orders may be placed by fax, telephone or email. If you would like to collect your placed order from our warehouse please allow at least 2 hours from time of ordering for your order to be processed and ready for collection.

Cancellation of Orders

Renner Health Products reserve the right to charge a \$20 inc. GST cancellation fee for any order that is cancelled after it has been processed in our system. This charge covers restocking and handling costs.

Payment

Payments may be made by cash, cheque, direct deposit or credit card (MasterCard and Visa). At this stage we do NOT pass on any bank fees incurred by us in accepting payment via this method. ***A 1.5% discount is applied when you pay by credit card or cash at the time of placing your order or on collection of goods from our warehouse. This is subject to payment being made available upon first presentation and the account being within trading terms.*** This discount is not available with any other offer.

The amount stated in a certificate signed by us, our duly authorised representative or our solicitor as being due and payable by you to us is prima facie evidence that such amount is owing.

Price Changes

All prices are subject to change without notice. We recommend you check each invoice where price changes are noted to ensure you have correct prices. Price changes are also published in our monthly newsletter.

Minimum Order

We are more than happy to process an order of any size, but we will apply a delivery charge to orders less than \$250.00 Plus GST for Perth metro area and to orders less than \$400.00 Plus GST for country areas to cover our costs of freight and handling. Otherwise, this charge will be \$9.00 Plus GST for Perth metro, \$11.00 Plus GST for post, \$14.50 Plus GST for country WA and at cost for outside WA. Goods collected ex Warehouse do not attract freight fees.

Freight

Orders over \$250.00 Plus GST are sent freight free in Perth, CBD, Metro & Outer Suburbs and orders over \$400.00 plus GST are freight free for country areas and the rest of W.A. We can arrange express deliveries for same day service delivery for Perth metro area at a charge of \$18.00 Plus GST; this is subject to availability and orders must be placed by 9.30am. We can arrange delivery of urgent orders via our courier, CTI, if requested at your expense. We do not send goods under your freight account/carrier unless prior agreement with you.

Times

Our office is open from 8.30 am to 5pm Monday, Tuesday, Thursday and Friday; Wednesdays 9am to 5pm. All orders received by 11am should be delivered within a 24 hour period (in metro commercial area, except outer and residential suburbs) - exceptional circumstances such as first week of month (order chaos), network problems (computer chaos), electrical power outs (no-computer chaos), ISP or telephone outages (communication chaos), or key personnel leave or illness (staff chaos) may impede on this schedule.

Warehouse

Our Warehouse reception is open for you to collect your order till 5pm daily. Final orders are placed for collection at 4pm - please give us at least 2 hours notice to have your order prepared.

Carrier

We utilise CTI Express services for local deliveries, country courier services for outer suburbs and South Western Australia and Australia Post for everywhere else. Please be aware that items sent with 'special delivery details' are difficult to adhere to. If your delivery address is unattended at the time of delivery, a card will be placed in your letterbox with instructions to follow for the collection of your parcel. It is your responsibility to be in attendance upon attempted delivery as we are unable to re-route deliveries once they have left our warehouse. Please note if you request your parcel to be left 'without signature', **you accept full responsibility and risk** for the parcel once the parcel has been delivered.

Security and Personal Property Securities Act 2009 (PPSA)

(Retention of title) Title to each good sold or supplied by us to you (**Good**) remains with us and does not pass to you until the good is paid for in full without any deduction, retention or set-off whatsoever.

(Transfer of possession) Despite any other provision, we may retain possession of any Good until any or every security interest respecting the good is (to our satisfaction) perfected by registration on the PPSA register.

(Recovery of possession) If you fail to pay for any Good by the due date for payment, you irrevocably authorise us to (as your agent and to the extent legally permitted) do anything reasonably necessary to re-take possession of the good including (without limitation) enter any premises at which we reasonably believe the good to be located.

(Assistance) You must do all things (including provide all details and data) that we require to facilitate, maintain or vary the registration of any security interest provided by you to us.

(Application of payments) If you make any payment to us, then we may apply the payment to satisfy any obligation that you owe to us (whether the obligation is unsecured, secured by security interest, or secured by purchase money security interest). We may apply the payment in any order or manner that we think fit, and we may amend or re-apply any application made.

(Exclusions and waivers) To the full extent permitted by law, the following apply to each and every security interest which you provide us: (a) PPSA sections 95, 121(4), 125, 130, 132(3)(d), 132(4) and 135 are excluded and contracted out of; (b) you waive all rights under the

PPSA to receive any notice from us (including the right to notice of a 'verification statement' under PPSA section 157); and (c) we need not give you any notice required under the PPSA.

Returns

All orders sent will be deemed as accepted and in accordance with your order unless we are notified **within 5 working days of the date of invoice.** We reserve the right to refuse goods returned which are damaged, soiled, contaminated, expired or not in the condition originally supplied. We are under no obligation to accept cancellations, amendments or return of goods to an order which has been supplied correctly to you as per your order. We reserve the right to respond to specific circumstances at our discretion.

Default

Overdue accounts are an unnecessary strain on our resources, impede our ability to maintain a suitable supply for everyone (patients included), and are a direct breach of our credit agreement. Overdue accounts are automatically put on a 'stop supply' - no further orders will be dispatched until payment has been received and cleared. Consistent late payment necessitates a permanent withdrawal of credit facility. Please adhere to our trading terms!

TERMS OF TRADE

If any amount payable by you to us is not paid by the due date for payment, then:

- (a) you must (on demand) pay us interest on the outstanding amount calculated daily at the rate of 18% per annum from the date the amount became due and payable to the date the amount is paid in full; and
- (b) we may withhold dispatching any further orders to you until the amount is paid in full.

If you breach your obligations under these Terms and Conditions, you must immediately pay to us on demand all costs and expenses incurred by us in enforcing these Terms of Trade or as a direct result of your breach (including, without limitation, legal costs on a full indemnity basis and debt collection fees).

New & Existing Customers

Credit facility on all new accounts to be reviewed quarterly. Any account not achieving Pro rata \$2,000 sales per annum, we reserve the right to require payment prior to goods being dispatched.

Out of Stocks & Back Orders

Should any item be out of stock we will notify you and put the item on backorder unless you request otherwise. There is no obligation to purchase any item placed on backorder once the item has returned to stock (except for goods specifically ordered by you). We will contact you via phone, fax or email once the item is back in stock.

We are more than happy to process all backorders, all backordered items are subject to a minimum order requirement of \$75.00 plus GST or freight will be charged.

Specials

At all times we will pass on specials (while promotional stock lasts) offered by our Suppliers and will notify you via our fax or email list of what specials are available. Please let us know if you are not receiving specials information.

Cold Product

Many of the products we sell, including probiotics and chocolates, must be packed to conserve temperature requirements and be delivered promptly. Most cold products have been manufactured so the quality of the product is unaffected if it is out of refrigeration for short periods of time to allow for delivery. To safeguard the quality please note that cold product will **NOT** be sent on Fridays or when the temperature is expected to exceed 35°C. Please also note that we cannot be responsible for delays in delivery or non-attendance when a delivery has been attempted. Whilst every attempt is made to ensure adequate packaging and delivery, we do NOT accept liability for product delivered warm - goods are ordered and dispatched at your risk. Please note that we do not advise Broome and Kununurra areas order cold products in the warmer months.

Practitioner Only Products

Renner Health distributes products that are deemed "Practitioner Only". These are only available to account holders defined as "Practitioners" in accordance with the Therapeutic Goods Act 1989.

Internet Ordering

Differing Terms of Trade apply to all online orders. Please refer and agree to these conditions upon placing online orders (launched 2016).

Agent

All acts and things which we may or must do under these Terms of Trade may be done by us or our nominated solicitor, agent, contractor or employee.

Delays - force majeure

We are not responsible for any delay or failure of performance occasioned or caused by strikes, riots, fire, insurrection, embargoes, failure of carriers or suppliers, inability to obtain goods or transportation facilities, acts of God or of the public enemy, governmental tariffs and quotas, compliance with any law, regulation or other governmental or court order (whether valid or not), or any other cause beyond our control.

Limitation of liability

To the extent permitted by law, our total liability for any claim under or in relation to these Terms of Trade or the supply of goods to you is limited to the price paid by you to us for the goods the subject of the claim

No waiver

A failure to exercise or a delay in exercising any right, power or remedy under these Terms of Trade does not operate as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing.

Severability

If the whole or part of a clause in these Terms of Trade is or becomes illegal, unenforceable or invalid, then that clause or part is excluded from these Terms of Trade without affecting the remainder of these Terms of Trade.

Variation

We may vary these Terms of Trade from time to time. We may notify you of any variation of these Terms of Trade by publishing the revised terms on our website or by notifying you that we have done so on an invoice, statement or other written communication. If you continue to deal with or place orders for goods with us after any such variation, you will be taken to have agreed to those terms as varied and to have taken the supply of those goods on those varied terms.

Governing law

These Terms of Trade are to be construed in accordance with and governed by the laws of Western Australia.