

PO Box 35383
Browns Bay, Auckland 0753.
Email: accountapplication@metagenics.com.au

22B William Pickering Drive,
Rosedale, Auckland 0632.
metagenics.co.nz

Phone: (09) 478 2540
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Section 1

Application For: Cash/Credit Card Only Student (3rd/4th year only) 20 Day Account

Account Type: Practitioner Account (Certification Form must be completed over page)
 Opt out of Patient Order Rebate

Business/Individual Name: _____

Postal Address: _____

_____ Post Code: _____

Delivery Address: _____

_____ Post Code: _____

Phone: _____ Fax: _____ Email: _____

Section 2

Identity Requirements (Compulsory for 20 day accounts only, COPY MUST BE ATTACHED):

Individuals Drivers Licence Number: _____ D.O.B.: _____

Business Details: Student/Cash Only (Student ID, Drivers License) Individual (Drivers License) Partnership (Drivers License) Company (Personal Guarantee signed, Witnessed. In Section 5)

If a company - Company No.: _____

For Companies and Partnerships please list full name and address of Proprietors/Directors/Partners: _____

Accounts Payable Contact: _____ Phone: _____

Estimated Monthly Purchase: _____ Length of Time in Business: _____ (Years)

Type of business: _____

Credit references: 1. _____ Phone: _____

2. _____ Phone: _____

Section 3

Terms and conditions of sale:

A. General

- These conditions apply to every sale made by Metagenics (NZ) Pty Ltd (Metagenics NZ) NZBN: 9429038363337 to the customer, and no variation or abrogation will be effective unless evidenced in an authorised writing signed on behalf of Metagenics NZ.
- Metagenics NZ reserves the right not to accept an order placed by the customer, and to change the customer's credit limit, decline credit and close an account, if any terms and conditions are breached.

B. Payment

- Customers approved a 20 day account will pay all invoices within 20 days on the end of the month of delivery of goods.
- If payment is not made by the due date, the customer agrees to accept a charge for interest at the rate of 1.5% per month (18% per annum) calculated on the daily outstanding balance.
- Cash Account customer orders must be paid for at time of ordering.

C. Title and Risk

- Title in the goods remains with the vendor, and does not pass to the customer until Metagenics NZ has been paid in full, in cleared funds.
- Risk in the goods passes to the customer on delivery.

D. Practitioner Only Range

Metagenics NZ, UltraBalance, Innovative Therapies and Classic TCM are Practitioner only ranges that can only be supplied by a registered Practitioner in a consultation situation, or through the Patient Order System. No Metagenics NZ, UltraBalance, Innovative Therapies or Classic TCM products, signs or logos are to be on display in a retail environment. All products are to be kept out of retail sight and only supplied in the context of personal consultation by a registered Practitioner. The customer must not advertise or supply the Practitioner Only Range via the internet, other than via a secure log-in section for patients only.

E. Ordering and Dispatch

Our order department is open to receive orders between 8:00 a.m. and 5:00 p.m. Monday to Friday. Every reasonable attempt will be made to dispatch orders received prior to 2:00 p.m. on the day of receipt of order. Orders received after 2:00 p.m. will be dispatched the following business day.

F. Credits and Returns

No credit will be processed for returned goods unless:

- The goods were supplied in error; or
 - The goods were damaged in transit; and
 - A request for credit is to be lodged within 24 hours of receipt.
- Any returns must be accompanied by a relevant authorisation number supplied by a Metagenics NZ customer service representative.

I/we acknowledge that I have read and agreed to the Terms and Conditions of Sale above, and that:

- I hereby authorise Metagenics NZ to make any enquires or exchange or disclose any information concerning my/our credit worthiness from or to any person or source as considered appropriate by Metagenics NZ.
- If granted credit, I/we agree to pay all invoices within 20 days of the end of the month.
- It is agreed that I/we will pay 1.5% per month which is 18% yearly on all past due balances.
- My/our financial condition is satisfactory and I/we can meet all financial obligations.
- There are no lawsuits or judgements against me/us at this present time. If I/we default on payment of any outstanding valid invoices I/we agree to pay attorney and/or collection expenses.
- I/we authorise Metagenics NZ to send us marketing material specific to Metagenics NZ from time to time.

I/we make an application for an account for the purposes of obtaining merchandise from Metagenics (NZ) Pty Ltd.

Signed: _____ Date: _____

(Must be Director or Authorised officer)

Please print name here: _____ Position held: _____

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Section 4

Certification

I hereby certify that I am a registered / qualified health professional.

Please print name: _____ Profession/course: _____

Address: _____

Post Code: _____ Phone: _____

Name of professional body: _____

Membership No.: _____ Date admitted: _____

Student ID No.: _____ Current year of course: _____

Nature of nutritional or herbal training: _____

Print Full Name: _____

Signed: _____ Date: ____/____/____

Section 5

Privacy Disclosure Statement

Notice of disclosure of your credit information to a credit reporting agency (Privacy Act 1988)

Metagenics NZ may give information about you to a credit reporting agency for the following purposes:

- To obtain a consumer credit report about you, and/or
- Allow the credit reporting agency to create or maintain a credit information file containing information about you.

This information is limited to:

- Identity particulars – personal information.
- Your application for credit or commercial credit - the fact that you have applied for credit and the amount.
- The fact that Metagenics NZ is a current credit provider to you.
- Account repayments which are overdue by more than 60 days, and

for which debt collection action has started.

- Advice that loan repayments are no longer overdue in respect of any default that has been listed.
- Information that, in the opinion of Metagenics NZ you have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations).
- Dishonoured cheques - cheques drawn by you for \$100 or more which have been dishonoured more than once.

Period to which this understanding applies

This information may be given before, during or after the provision of credit to you.

Personal Guarantee:

I _____, being a director of _____, hereby acknowledge that Metagenics NZ has at my request provided extended credit to _____, and in consideration of that support I hereby provide my Personal Guarantee for current and future debts owing by _____, to Metagenics NZ. I further acknowledge that Metagenics NZ may at its sole discretion pursue debts under this personal guarantee independent of or in conjunction with actions against _____, whether or not there are any other avenues of debt recovery available.

Guarantors Signature: _____

Witness Signature: _____

Guarantors Name: _____

Witness Name: _____

Date: _____

Date: _____