# Warner & Webster Medical & Surgical Supplies

# **NEW ACCOUNT APPLICATION FORM**

Please ensure both pages are filled and correct before sending through to Warner & Webster Please complete and email to <u>newaccounts@warnerwebster.com.au</u> or fax to 02 8832 3751

Account Name:														
Full Legal Entity Name: If different from Account Name														
Owner Name: If different from Legal Entity Name														
Australian Business Number:														
Practitioner's Name: If different from Account Name														
Practitioner's AHPRA Registration: Or poisons permit details														
Contact Name:														
Phone Number:														
Main Email Address:														
Fax Number:														
Warner & Webster Account Manager: Leave blank if unknown		er:												
					Billin	g Ad	dress	5						
Postal Address:														
Suburb:								Sta	te:		Postcode:			
Accounts Payable Email: If different from main email address														
Invoice Email: If different from Accounts Payable														
							ddre							
C				lf di	ifferent j	from Bil	lling Addr	ress						
Street Address: Sorry, no PO Boxes or P	arcel Lockers													
Suburb:								Sta	te:		Postcode:			
				Onlir	ne Or	deri	ng Sy	stem			1			
Web Ordering Email:	:													
By providing an email a	ddress for our on	line or	rdering syste	em, you u			ly employe assword.	ees author	ised to	place orders	will be provide	d with o	nline ordering	
Signature:											Date:			
Name:								Position:				1		
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Phone: 1300 556 917 | Fax: 02 8832 3751 | Email: newaccounts@warnerwebster.com.au



# **NEW ACCOUNT APPLICATION FORM**

## SCHEDULED LINES REQUEST

*Please note: This page of the form must be signed by the Practitioner or by the person named on the permit as responsible for overseeing compliance with the legislation personally. Failure to complete this form correctly will result in a delay in setting up your account.* 

In order for this request to be processed you must send through:

- This page completed in full, sign and date by the practitioner, pharmacist, or poisons licence/permit holder
- A copy of your AHPRA registration or licence/permit to obtain relevant scheduled drugs

If this has been provided for another account, please advise the account number: \_\_\_\_

### *Copies of AHPRA registrations printed from the website cannot be accepted unless signed by the practitioner. Medicare Provider Numbers are <u>not</u> acceptable evidence.*

I \_\_\_\_\_\_\_\_\_(Your Name), authorise Warner & Webster Pty Ltd to supply Schedule 2, Schedule 3, and Schedule 4 products to the account \_\_\_\_\_\_\_\_(Account Name), in line with the Poisons Licence requirements.

I am authorised to purchase scheduled medicines as requested above and confirm that all information provided is true and accurate. I also confirm my authority has NO current restrictions, notations or reprimands.

(If your authorisation contains restrictions, notations or reprimands, please list and attach them on a separate page).

Authorised Practitioner Signature:		
Authorised Practitioner Name:	Date:	

## Confidentiality

It is understood and agreed to that the below identified discloser of confidential information may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that:

The information collected in this form will be handled in compliance with the Australian Privacy Principles as well as the Privacy Act 1988, the Health Records Act 2001, and other relevant legislation.

For more detailed information, consider our privacy policy available online at: <u>www.warnerwebster.com.au/Content/Documents/ww-privacy-policy.pdf</u>

### WARNER & WEBSTER MEDICAL & SURGICAL SUPPLIES – TERMS AND CONDITIONS OF SUPPLY OF GOODS

hese terms and conditions ('Terms') apply whenever Warner & Webster Pty Ltd ACN 004 518 156 ('W&W') supplies any products ('Goods')

These came and counting ("lensity suppry whence" whence a vecuation (y to vector ob-yal 200 (wkd? y abyles all y blocks) to any person ("the customer"), unless expressive area do herwise in writing. By requesting the supply of Goods from W&W, the cust acknowledges and agrees to the Terms. W&W may at any time amend these terms or the list price upon notice to the customer. An amendment will not affect any order acce by W&W on or prior to the time that the terms were notified to the customer (which may be by way of update via W&W's website or other means as W&W considers is appropriate). The customer's placement of any order after receipt of such notice will constitute de acceptance by the customer of the amended terms.

- SALE AND PURCHASE
- 1.1. W&W agrees to sell and the customer agrees to purchase the Goods referred to on a purchase order issued by the customer and accepted by W&W.
- accepted by waw. W&W 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. If W&W declines any purchase order under clause 1.2 and some or all of the Goods are out of stock, the customer may request W&W to place those out of stock Goods on backorder ("Backorder"). If W&W accepts the customer's request, the following 1.2. 1.3.
- 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 W&W;
  - (b).W&W 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 (CC) if W&W is not able to procure the Goods specified in the Backorder within the period as specified in clause 1.3(b), W&W or the Customer may cancel the Backorder by notifying the other party, and W&W will refund any payments made by the Customer under clause 1.3(a).
- subject to class 13, the customer cannot cancel any purchase order for Goods after issue by the Customer and accepted by W&W and is bound to pay the price for those Goods, unless W&W expressly agrees otherwise in writing. 1.4.
- PAYMENT **2.** 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 W&W. 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. PRICING
- 3. 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 W&W unless confirmed in writing. Written quotations are only valid for one calendar month unless otherwise stat W&W may vary its prices at any time.
- **4.** 4.1 GST In this clause 4:

- 4.2
- In this clause 4: (i) the expressions Consideration, Input Tax Credit, Recipient, Supply, Tax Invoice and Taxable Supply have the meanings given to (ii) these expressions in the GST Act; and (iii) Supplier means any party treated by the GST Act as making a Supply under a Contract. Unless otherwise expressivy stated, all prices or other sums payable or Consideration to be provided under or in accordance with these Terms are exclusive of GST. (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. 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 secondarea. 4.3
- 4.4 to be made in accordance with these Terms
- WARRANT
- 5. 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.
- RETURNS
- 6. 6.1 RETURNS 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 Consume
- Law. 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 WBW. 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 W&W's nominated 6.2

- . exertent permitted by law, returns will not be accepted if: the Goods were delivered more than 24 hours prior to the request for return; the Goods are returned incomplete, or have been used; the Goods are received by W&W in a damaged or unsaleable condition, or are not in their original unopene the Goods were not stored and/or shipped back to W&W in accordance with the manufacturer's or W&W's recommendations;
- the Goods are not normal W&W stock items and have been procured by W&W to meet a specific customer require (e) (f) the Goods are not returned to W&W's nominated warehous the Goods have expired;
- (g) (h)
- the Goods are cold chain category products; or the Goods are no longer required because of the customer's change of mind.
- 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), W&W may charge a re-stocking fee (the greater of 15% of the cost of the Goods returned or \$30) together with any other charges 6.4 (including freight) incurred by W&W 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.
- DELIVERY AND RISK 7.1
- DELUTERY AND KISK 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. Any time stated for delivery is an estimate only. WaYk is not liable for any delay in delivery (howsoever caused), nor for any failure to deliver caused by the customer's failure to provide W&W 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. 7.2

- subject to any rights the customer may have under the Australian Consumer Law. TTL The property in Goods shall not pass from W&W until the customer's indebtedness to W&W pursuant to any invoices from W&W 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 W&W in its capacity as a fluciary and subject to these terms. W&W authories the customer to all or use the Goods, in the ordinary course of the customer's business, as W&W's fluciary agent for the account of W&W only. The proceeds of sale are the property of W&W and the customer shall hold such proceeds for and on behalf of W&W in al fuduary capacity. The customer shall pay such proceeds of sale into a separate account for and on behalf of W&W in al fuduary capacity. The customer shall pay such proceeds of sale into a separate account for and on behalf of W&W in al fuduary capacity. The customer shall pay such proceeds of sale into a separate account for and on behalf of W&W in al fuduary capacity. The customer shall pay such proceeds of sale into a separate account for and on behalf of W&W in alfords as to the Goods so class of the customer shall ensure that the Goods are stored in such a way that they do not become spoil or damaged, are clearly identifiable as the property of W&W and are not intermingled with the property of the customer shall notify W&W in writing of any intended sale of the customer shall grant any security interest over, lease, asign or otherwise deal with the Goods, second as part to find used as alforesaid. The customer shall notify W&W in writing of any intended sale of the customer shall grant any security interest over, lease, asign or otherwise deal with the Goods, except as permitted by these Terms or with the written consent of W&W. **PERSONAL PROPERTY SCUMETR XCT 2000** (**PERS**) The customer and/(**PERS**) in favour of WWW in all Goods as a security interest over, lease, asign or otherwise deal with the Personal **PERSON**
- 8.2

PERSONAL PROPERTY SECURITES ACT 2006 (PFPA)
 The customer acknowledges that these Terms constitute a security agreement which creates a security interest under the Personal Property Securities Act 2009 (Cth) (PPSA)
 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 W&W in all Goods and their proceeds supplied by W&W to the customer at any time to secure the payment of all amounts, and the performance of all obligations, owing by the customer to W&W in connection with any such Goods. The customer agrees, at its cost, to provide such information, sign such Gootments and do such other thing as WW may require in order to enable W&W 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 W&W's agreement contracts out of, the customer's rights under sections 95, 96, 118, 121(4), 125, 123, 131, 23(4), 1325, 142, and 143 of the PPSA. Terms defined in the PPSA shall have the same meaning when used in this clause.
 (c) M&W may require further trade references or reports from the customer from time to time and additional information if the customer applies to increase is ascourt limit. (fi any) at its absolute discretion without notice to the customer's account limit.

- (c) W&W may increase or decrease the customer's account limit (if any) at its absolute discretion without notice to the
- (d) The customer agrees that it will, on W&W's request, also provide W&W further supporting documentation for the purpose of assessing the customer's credit worthiness. nstances is W&W obliged to approve any application for an increase in the limit of the customer's account (e)

### CUSTOMER DEFAULT 11.1

- the customer breaches any provision of these Terms (or any other agreement with W&W) and this constitutes a material (a)
- (b)
- breach; 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 any event occurs or information becomes known to V&W which, in V&W's 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 V&W), thout limiting any other right or remedy W&W may have, W&W may at any time without notice: suspend or terminate any or all existing and future contracts with the customer for the supply of Goods; or suspend, cancel or vary any credit terms by notice to the customer and require immediate payment of any or all amounts outstanding.
- (c)
- (a) (b)

- The customer will pay on demand all costs (including legal costs on a solicitor/client basis) incurred by W&W 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 W&W in connection with these Terms. 11.2
- HANDLING Consumabl HANDLING Consumable medical and surgical supplies: All orders with a value exceeding W&W's "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 Handlin Free Threshold and handling charge may be varied from time to time by W&W on notice to the customer (which may be by way of notification val wWW's weshies. W&W's customer service staff can advise the customer of the applicable threshold and charges or 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 associated with the delivery of 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. 12.1 12.1 12.2
- 12.3 Cold Chain: These products may attract additional handling charges, whether or not the Handling Free Threshold has been met. LIABILITY 13. 13.1
  - To the maximum extent permitted by law, including the Australian Consumer Law, W&W's liability for any defect in the goods or their supply or related services (including any breach of warranty) is limited, at W&W'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
- replacing interpoints of vehicles of vehicles and vehicles are vehicles and vehicles are vehicle 13.2
- WarW will not in any constraints of the savings or goodwill. FORC MAIEURE W&W will not be liable, and the customer will not be entitled to cancel any purchase order, for any delay or failure by W&W to perform its obligations under these Terms caused by any event or circumstance beyond W&W's reasonable control (including fire, accident, earthquake, flood, drought, crime, war, blockade, civil commotion, epidemic, pandemic or outbreaks, medical or other health emergency, strike lockadu or labour dispute, shortage of fuel, power or raw material, inability to procure stock or transport, or acts or omissions by regulatory authorities). PRIVACY
- or acts or omissions by reguratory automatical PRIVACY The customer consents to W&W 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, W&W cannot provide Goods and services under **15.** 15.1
- these terms. W&W may contact the customer with marketing material about W&W and W&W's related businesses that may interest the customer. W&W may disclose the customer's personal information to its related companies and to third parties who provide W& with (or help W&W provide) products and services and to health care information services providers who may use it. W&W 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. 15.2 vide W&W
- Except where W&W may refuse access as permitted by law, the customer can gain access to the personal information W&W holds 15.3 about the customer. W&W's privacy policy (available at <u>www.wamerwebster.com.au</u>) states how the customer can seek to access or correct any personal information W&W holds about the customer, how to complain about a privacy breach by W&W and how W&W will cleal with a privacy complaint. You can contact us at <u>privacy @Websgroup.com</u>.
- RESUPPLY 16.
- The customer must not resupply the Goods outside Australia without W&W's prior written consent USE OF WARNER & WEBSTER WEBSITE 16.1
- **17** 17.1
- 17 2
- USE OF WARNER & WEBSTER WEBSTE Information on website The information contained W&W's website at www.warnerwebster.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 W&W from time to time without notice. W&W does not warrant that the information contained on the Website accurate, complexe, current, virus-free, error-free or complies with any legislation or regulations other than those in Australia. W&W shall have no liability with respect to any claims arising from the use of the information on the Website to the Website resonal information and tracked by W&W by the use of cookies and/or customers Ibs. Any information provided by customers through their browsers (including cookies) will be for the use of W&W, the party, unless customers give W&W express permission to do so, unless required to do so by law or permitted und rW&Ws privacy policy. W&W may dicclose aggregated and/or undentified information about customers in general, induding details of their purchases and statistics related to the Website to others, bu in doing so, will not disclose personal information about any particular customers. Notwithstanding the above, customers acknowledge that transmissions to and from the Website may be monitored, intercepted or modified by other parties. ntercepted 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. Copyright and trade marks

17.4

any materias or innovation introdue nary means not interiorinary made available or provided for through the vessite. 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 W&W 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 are 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. Linking and framing Linking and framing Linkis to external sites from this Website are provided for convenience only and W&W does not endorse or make any warranty with respect to such external sites. Website availability W&W does not warrant that the Website are provided for any time. Customers acknowledge that the Website may be unavailable for a number of reasons, including due to matters beyond W&W's scontrol, and shall hold W&W harmless in respect of any claims

- 17.5 17.6
- for a number of reasons, including due to matters beyond W&W's control, and shall hold W&W harmless in respect of any clair arising there from. W&W does not warrant that customers' access to the Website will meet any particular performance criteria unless otherwise separately agreed in writing. No liability
- 17.7 No nativity To the maximum extent permissible by law, and subject to the provisions of the Australian Consumer Law, W&W 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. W&W reserve the right to correct errors on the Vebsite. W&W can refuse to honour, not accept and cancel your order due to errors in princip, product availability, product images, product descriptions, and general errors.

### MISCELLANEOUS

- 18.1
- 18.2
- your order due to errors in pricing, product availability, product images, product descriptions, and general errors. MISCELLANCOUS 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. The customer willing later than 14 days prior to any proposed change of ownership, change in its particulars, and any alteration or addition to shareholders or directors, notify W&W in writing of the proposed change. The proper law relating to the supply of the Goods is the law of the State of New South Wales and W&W and the customer agree to submit to the jurisdiction of the Courts of that State. Unless W&W agrees in writing, no valver, variation or addition to these terms shall have any effect whatsoever. W&W may vary these Terms from time to time. Any such variation or addition to these terms shall have any effect whatsoever. W&W may vary these Terms from time to time. Any such variation or addition to these terms shall have such effective date, the customer accepts and agrees to be bound by such variation. 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 ustomer and any terms implied by trade, custom, practice or course of dealing. W&W 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. The United Mattine Coursent of W&W (such consent will not be unreasonably withheld). 18.5
- 18.6 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 if the customer is a trustee and whether or not W&W 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 agrees that even though it enters into these terms as trustee of the trust, the customer agrees that even though it enters into these terms as trustee of the trust, the customer agrees that even though it enters into these terms as trustee of the trust, the customer agrees that even though it enters into these terms as trustee of the trust.
  - 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 its 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 W&W sprior written consent (such consent will not be unreasonably withheld):
    (i) resign or be removed as trusted of the trust;
    (ii) amend or revoke any of the trust; of the trust;
    (iii) vest or distribute the property of the trust;
    (iii) vest or distribute the property of the trust;
    (iv) permit a beneficiary to a value or e distribute any capital of the trust;
    (iv) permit a beneficiary to the trust;
    (iv) permit a beneficiary to advance or distribute the property of the trust;
    (iv) do or permit to do an act or thing in breach of the trust or which would permit the truste to be removed as trustee implied in these terms

  - 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;
  - oetermination of the trust; (vi)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 W&W.