



**Retailer Type:**

Pharmacy      Health Food Store      Retail Store      Other:  
*Retail Type:*

**Banner Group (if any):**

**Application for:**      Cash Account      Credit Account (30 Days AU and 20 Days NZ)  
\*Minimum spend of \$2500 annually.

**Business Details:**

Company - ACN/ABN/NZBN: \_\_\_\_\_ State of registration: \_\_\_\_\_  
For Companies and Partnerships please list full name and address of Proprietors/Directors/Partners:  
First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Company/Individual/ Trading Name: \_\_\_\_\_ Estimated Monthly Purchase \_\_\_\_\_ Trading Years: \_\_\_\_\_  
Billing Address: \_\_\_\_\_ Post Code: \_\_\_\_\_  
Delivery Address: \_\_\_\_\_ Post Code: \_\_\_\_\_  
Primary/Accounts Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Primary/Accounts Contact Email Address: \_\_\_\_\_  
E-Delivery Tax Invoice/Statement Email Address: \_\_\_\_\_

**Identity Requirements (Compulsory for Credit Accounts only, COPY MUST BE ATTACHED):**

Individual (Drivers License front and back)      Company (Drivers License front and back, PLUS Personal Guarantee signed and witnessed)

Drivers Licence Number: \_\_\_\_\_ State: \_\_\_\_\_ DOB:      /      /

**Personal Guarantee:**

I \_\_\_\_\_, being a director of \_\_\_\_\_, hereby acknowledge that Metagenics 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. I further acknowledge that Metagenics 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: \_\_\_\_\_ Date: \_\_\_\_\_ Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Guarantors Name: \_\_\_\_\_ /      /      Witness Name: \_\_\_\_\_ /      /

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

- I hereby authorise Metagenics 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.
- If granted credit, I/we agree to pay all invoices within 30 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 to send us marketing material specific to Metagenics from time to time.

**I/we make an application for an account for the purposes of obtaining products from Metagenics (Aust) Pty Ltd.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Please print name here: \_\_\_\_\_ Position held: \_\_\_\_\_

(Must be Director or Authorised officer)

**INNER HEALTH**

**ETHICAL NUTRIENTS**

**ENDURA**  
SPORTS NUTRITION

<b>Contact Details AU:</b>	PO Box 675, Virginia BC, Queensland 4014.	741 Nudgee Road, Northgate, Queensland 4013.	Phone: (07) 3117 3300 Toll Free: 1800 777 648 Fax: (07) 3117 3399	Email: <a href="mailto:accountapplication@metagenics.com.au">accountapplication@metagenics.com.au</a> Web: <a href="http://metagenics.com.au">metagenics.com.au</a>
<b>Contact Details NZ:</b>	PO Box 35383, Browns Bay, Auckland 0753.	22B William Pickering Drive, Rosedale Auckland 0632.	Phone: (09) 478 2540 Toll Free: 0508 227 744 Fax: (09) 478 2740 Toll Free: 0508 227 733	Email: <a href="mailto:accountapplication@metagenics.com.au">accountapplication@metagenics.com.au</a> Web: <a href="http://metagenics.co.nz">metagenics.co.nz</a>

## Retail Terms and Conditions of Sale:

### A. General

- These terms and conditions apply to every sale or supply made by Metagenics (Aust) Pty Ltd and Metagenics (NZ) Pty Ltd (**Metagenics**) to wholesale customers who sell or supply the products in turn on a retail basis (**Retailers**).  
These Terms and Conditions are in addition to our Privacy Policy which can be found on our website (together referred to as the **Terms and Conditions**) and form an Agreement between You and Metagenics.
- A Retailer account made available under these terms and conditions may only be opened by a person who operates a bona fide retail shop front supplying products to consumers at the retail level.
- Retailer reserves the right to take any one or more of the following actions if a Retailer breaches any of these terms and conditions: refuse to accept an order placed by the Retailer, change the Retailer's credit limit, decline credit to a Retailer, and/or close a Retailer's account.

### B. Payment

- \*Retailers who have been approved for a credit account must have a minimum spend greater than \$2500 annually and pay all invoices in Australia, within 30 days after the end of the month in which the goods were delivered, and in New Zealand, within 20 days after the end of the month in which the goods are delivered. If payment is not made within 40 days after the end of the month in which the goods are delivered, then without prejudice to any other remedy available to Metagenics at law, Metagenics will be entitled to an amount, as liquidated damages and not as a penalty, which is equal to 1.5% per month (18% per annum) calculated daily on the outstanding balance.
- Retailers who order on a cash account basis acknowledge that cash payment must be received in full within 5 business days of the order being placed and that Metagenics will only dispatch their order once it has received full payment in cleared funds. If payment has not been received by Metagenics within 5 business days, orders will be cancelled.

### C. Title and Risk

- Title in the goods remains with Metagenics, and does not pass to the Retailer until Metagenics has been paid in full, in cleared funds. Until ownership of the goods passes to the Retailer, the Retailer must not sell, dispose of, or otherwise part with possession of the goods other than in the ordinary course of business. If the Retailer sells, disposes of or parts with possession of the goods before ownership has passed, then the Retailer will hold the proceeds of any such sale, disposal or act on trust for Metagenics and must pay or deliver the proceeds to Metagenics in accordance with the payment terms at clause B.
- Risk in the goods passes to the Retailer on delivery to the Retailer's nominated address.

### D. Ordering and Dispatch

- The Metagenics ordering department is open to receive orders between 8:30 a.m. and 5:00 p.m. Monday to Friday QLD time, and for New Zealand, 8:00am to 5:00pm Monday to Friday, Auckland time.
- For Retailers on credit account, every reasonable effort will be made to dispatch orders received prior to 2:00 p.m. on the day of receipt of the order. Orders received after 2:00 p.m. will be dispatched the following business day in Queensland (or Auckland for New Zealand orders).
- For Retailers on cash account, every reasonable effort will be made to dispatch an order on the day that cleared payment funds are received by Metagenics, where the funds are received prior to 2:00 p.m. Where cleared funds pertaining to an order are received after 2:00 p.m., the order will be dispatched the following business day in Queensland.
- Notwithstanding the above, Metagenics will not accept an order if:
  - it suspects fraudulent activity or violation by the Retailer of any warranties, acknowledgements or other obligations under these terms and conditions; or
  - it identifies a product or pricing error.
- If Metagenics does not accept or is unable to fulfil an order, the Retailer will be notified of this as soon as possible.

### E. Credits and Returns

- Credit will not be provided in respect of returned goods unless:
  - the goods were:
    - supplied in error; or
    - damaged in transit; and
  - a request for credit is lodged with Metagenics within 24 hours of the Retailer's receipt of the goods; and
  - the goods are returned in accordance with Metagenics' instructions within 7 days from the date they were originally dispatched by Metagenics to Retailer, accompanied by an approved Return Authority Number and signed return assessment form issued by Metagenics.

### F. Marketing Material

- The Retailer authorises Metagenics to send the Retailer marketing material relevant to its business from time to time.

### G. Warranties and Acknowledgements

- By using Metagenics' website to purchase Metagenics products, and/or by continuing to transact with Metagenics, the Retailer warrants that:
  - it has read and understood these terms and conditions;
  - the information provides to Metagenics about itself and its business is current and correct; and
  - it will comply with all of these terms and conditions and all applicable laws, regulations and industry codes of practice and any reasonable instructions regarding Metagenics products as may lawfully be given by Metagenics from time to time.
- Products displayed on Metagenics' order form may not be available or be exactly as described. Metagenics will use its best endeavours to ensure that product details, descriptions, images and prices appearing on its order form are correct at the time the relevant information was included in the order form. However, to the extent permitted by law, Metagenics does not warrant that the product descriptions, colours or other product information available on the order form are accurate, complete, reliable, current, or error-free.
- Legislation, including the Competition and Consumer Act 2010 (Cth) in Australia, and Consumer Guarantees Act 1993 (NZ) in New Zealand, may imply certain warranties and conditions, where the exclusion of such conditions or warranties from an agreement would contravene a statute or cause part or all of the agreement to be void ("Non-excludable Conditions"). Nothing in these terms and conditions excludes any such Non-excludable Conditions.
- Unless specified otherwise, and to the extent permitted by law, Metagenics makes no express or implied warranties or representations to Retailer and expressly excludes all warranties, representations, conditions, terms and guarantees implied by statute, general law, international convention or custom, including, without limitation, any and all implied warranties with respect to acceptable quality, fitness for purpose, title and non-infringement.

### H. Limitation of Liability

- To the extent permitted by law:
  - Metagenics's liability for breach of any Non-excludable Condition will be limited at Metagenics's option to the supply of the product again or payment of the cost of supplying the product again.
  - In any event, Metagenics's liability to Retailer for any loss or damage shall not exceed the total amount Metagenics actually received from Retailer for the product which gave rise to the loss or damage.
  - Metagenics will not be liable in any event for any consequential, indirect, incidental, special, punitive or exemplary damages, or any loss of profits or loss or corruption of data, damage to a computer system, loss of anticipated savings, loss of goodwill or economic loss, even if Metagenics has been advised of the possibility of such loss or damage.
- Retailer agrees that Metagenics's liability to it at law will be reduced by the extent to which it contributed to any loss it has incurred.

### I. Other

- Any failure by Metagenics to insist upon Retailer's performance of any of these terms and conditions shall not affect its full right to require such performance at any time thereafter, nor shall its waiver of a breach of any of these terms and conditions be taken or held to be a waiver of future breaches of these terms and conditions. No failure to exercise and no delay by Metagenics in exercising any right, remedy, power or privilege under these terms and conditions and no course of dealing, shall be construed or operate as a waiver of these terms and conditions.
- No variation or abrogation will be effective unless evidenced in writing signed on behalf of Metagenics.
- Metagenics may, at any time and at its discretion, vary these Terms by publishing the varied terms on the Metagenics website. Metagenics recommends that the Metagenics website is checked regularly to ensure you are aware of our current terms.
- These terms and conditions shall be construed in accordance with and be governed by the laws applicable in the State of Queensland. Each of the parties hereby agrees that any legal action or proceedings with respect to its obligations hereunder shall be brought in the State of Queensland and each of the parties submits to such jurisdiction.

### Privacy Disclosure Statement

Metagenics respects your privacy. Metagenics will store your personal information (including credit information) securely and in the strictest compliance with the Privacy Act 1988 (Cth) and the Privacy Act 1993 (NZ) and other applicable privacy laws.

Metagenics is collecting your details for the purpose of managing your Product orders and supplying Products and services to you from time to time. Your information is confidential and will not be disclosed to other organisations without your consent unless required or permitted by law.

Please note that Metagenics may disclose certain credit information about you to credit reporting bodies (**CRBs**), for example if you fail to meet payment obligations. The CRB may include such information in reports provided to credit providers to assist them in assessing your credit worthiness. We disclose information to the following CRB:

Dun and Bradstreet  
DBCC Pty Ltd  
Website: <http://dnb.com.au/>

By providing us with your personal information, you expressly consent to our collection, holding, use and disclosure of credit information about you for a credit-related purpose. Please note that you have the right to request the above CRB not to use your credit information for the purposes of pre-screening for direct marketing by a credit provider or if you believe on reasonable grounds that you have been, or are likely to be, a victim of fraud. If you would like more information about how the above CRB manages credit related information, please contact them directly.

If you would like to contact us to request access to, correction or deletion of any of your personal information that we have collected, if you have any questions or complaints in relation to the handling of your personal information, or if you do not wish to receive information from Metagenics, please contact our Privacy Officer on 1800 777 648 or write to us at Privacy Officer, Metagenics Ltd, 741 Nudgee Road, Northgate QLD 4013, Australia. Further details of our Privacy Policy are available on our website.