

CS COMPANY LIMITED
("the Company")
TERMS AND CONDITIONS OF SALE

The Company and the Purchaser agree that all goods supplied now and in the future by the Company to the Purchaser are and shall be supplied on the terms and conditions set out below.

1. Payment for goods is due on the 20th of the month following the receipt of goods by the purchaser.
2. The Company may charge 1.5% per month on all amounts outstanding after the due date for payment.
3. The Purchaser will pay all freight charges on all orders under \$500.00 nett wholesale.
4. The Company may alter prices at any time without notice and the purchase price of the goods may be different from the price quoted when the goods are ordered.
5. The risk in the goods supplied by the Company to the Purchaser shall pass to the Purchaser on delivery.
6. Ownership of the goods shall remain with the Company and not pass to the Purchaser until the Purchaser has discharged all outstanding indebtedness to the Company.
7. Until ownership passes to the Purchaser:
 - 7.1. The Purchaser acknowledges and agrees that the goods are held by the Purchaser as bailee for the Company to be sold by it as fiduciary agent for and on behalf of the Company.
 - 7.2. The Purchaser shall be entitled to on-sell the goods in the ordinary course of the Purchaser's business as agent for the Company, but shall not otherwise sell or dispose of the goods. Upon any such sale the proceeds of that sale shall be property of the Company.
 - 7.3. The proceeds of sale shall be kept separate at all times and shall be lodged in a separate account to be held on behalf of the Company.
8. The Purchaser shall mark off and identify goods supplied by the Company and hold them separately from the Purchaser's other stock and show the goods to be the property of the Company.
9. At any time before ownership of the goods passes to the Purchaser, the Company may enter (forcibly if necessary) as the agent of the Purchaser upon the premises where the goods are situated, or upon any premises where the Company believes the goods are situated (including premises and land or buildings that the Purchaser may enter upon) and to search for, remove and take possession of the goods without being liable in any way to the Purchaser, and the Purchaser shall indemnify the Company for all costs and expenses in effecting such repossession, and for all claims by any third party for any losses resulting from the Company effecting entry or repossession.
10.
 - 10.1 The Purchaser grants to the company a security interest in all present and after acquired Goods and their proceeds.
 - 10.2 On the request of the Company the Purchaser will promptly execute any document and do anything else required by the Company to ensure that the security interest created under this agreement constitutes a first ranking perfected security interest over the Goods and their proceeds including providing any information the Company reasonably requires to complete a financing statement or a financing change statement. The Purchaser waives any right to receive a copy of the verification statement under the Personal Property Securities Act 1999.
 - 10.3 The Purchaser will pay the Company all costs, expenses and other charges incurred, expended or payable by the Company in relation to the filing of a financing statement or a financing change statement in connection with these terms and conditions.
11. The Purchaser will notify the Company immediately upon receipt of goods of any shortages or damaged goods.
12. In signing this Agreement, you agree to all communications from CS Company Limited in terms of the Unsolicited Electronics Messages Act 2007.

Application for Credit PHARMACY

TRADING TERMS AGREEMENT

I/We apply for credit with CS Company Limited. I/We understand that this means that the Company will need extra information about my/our credit performance and give permission for the Company to make enquiries and further authorise any person or company to provide the Company with such information as the Company may request.

I/We confirm that the above details are correct. I/We warrant to the company that the I/we have read the attached Terms and Conditions of Sale and agree that those terms are the terms which will apply in respect of all contracts for the supply of goods to the Purchaser by the Company. Where goods are purchased by a Company registered under the Companies Act 1993 (or its amendments or any statute passed in substitution) we the undersigned directors and/or managers personally guarantee payment of the Purchaser's account to the Company.

For and on behalf of the Purchaser

And in their personal capacity/capacities

Signature

Print Name

Date

Signature

Print Name

Date



CS COMPANY

APPLICATION FOR CREDIT

TYPE OF BUSINESS (please circle)

Company

Partnership

Sole Trader

DETAILS

Trading Name: _____ ("the purchaser")

Contact Person (if Company): _____

Telephone No: _____ Fax No: _____

Email Address: _____

Company Incorporation No: _____

Postal Address: _____

Delivery Address: _____

Bank/Branch: _____

Accountant: _____

Accounts Payable Contact No: _____

DETAILS OF SOLE TRADER

Date of Birth: _____

Form of ID attached: Drivers License/Passport (please circle and attach a copy)

DETAILS OF DIRECTORS/PARTNERS

	Name	Address	Position	DOB
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____

CREDIT REFERENCES

	Name	Address	Position	Phone Number
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____

Forward completed form and signed trading terms agreement to:

CS Company Ltd
PO Box 59096, Mangere Bridge, Auckland
Ph: 09 634 2127
Fax: 09 966 1648

Office use only

Divisional Manager Authorisation: _____

Rep code: _____

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