

CREDIT APPLICATION

Legal name of business ("Applicant"):

Trading as:

Type of business: Sole Trader Partnership Company Trust

Date of commencement: ____/____/____ (dd/mm/yy) **Business Activity** _____

Practicing Registration Number:

Director's/owner's name:

Director's/owner's address:

Director's/owner's phone:

Director's/owner's email:

Business postal address:

Delivery address for goods:

Phone: **Email:** **Website:**

Accounts payable contact:

Phone: **Email:**

Trade references:

Contact name	Business	Phone
1)
2)
3)

I/We irrevocably authorise any person or company to provide **Aluro HealthcareNZ Limited ("Aluro")** with information as they may require in response to credit enquiries. I/We hereby make application for a credit account to be opened in the above name and irrevocably authorise any company or person to provide **Aluro** with such information as they may require to satisfy their credit enquiries. I/We authorise Aluro to retain any information that I/we provide to Aluro, or any further information provided in accordance with this authority for the purposes of ongoing credit enquiries; enforcing Aluro's rights set out in any agreement between Aluro and the Applicant; and for Aluro's marketing purposes, and Aluro may disclose such information to third parties for the fulfilment of those purposes. Where the Applicant is a natural person, these are authorities and consents that are provided for the purposes of the Privacy Act 1993 or the Privacy Act 2020 as applicable, or any subsequent legislation that replaces or updates those acts.

I/We warrant that the foregoing information is correct to the best of my/our knowledge, and that I/we have read, understood and agree to be bound by **Aluro Terms of Trade** as set out attached ("**Terms of Trade**"). Upon signing this credit application I/we also understand and accept that the terms and conditions of the Terms of Trade will govern every order or confirmation of quotation that I/we enter into with **Aluro** for the purchase of Goods or Services and that the Terms of Trade also constitute a Security Agreement for the Goods and the proceeds from sale thereof as Collateral.

I/we hereby assent for the purposes of s.36 (b) of the Personal Properties Securities Act (the "PPSA") to the registration on the Personal Properties Securities Register of a security interest in all present and after-acquired property to secure any debt, interest or money owed by the me/us to Aluro and agree to the terms of this credit application and Terms of Trade for Goods and Services and to the retention of title clauses creating a Purchase Money Security Interest in all and any Goods previously supplied and in any and all Goods that will be supplied in the future that remain unpaid by us/we up to the credit limit agreed in this Application for Credit. I/we further hereby waive the right to receive a verification statement for purposes of s.148 of the PPSA.

Authorised signatory:

Name: **Signature:**

Position held:

Date: ____/____/____ (dd/mm/yy) **Witness Applicant signature and Guarantor(s):**

Personal Guarantee:

I/We the undersigned below (each a Guarantor) acknowledge that I/we am/are aware of all provisions of this application and irrevocably and unconditionally personally guarantee by way of continuing to Aluro as primary obligor, and not merely as surety the due payment of

all money owed by the Applicant and performance of all the Applicant's obligations to Aluro from time to time, including all prompt payment by the Applicant. If in any event any moneys are not recoverable from the Applicant or a Guarantor under this guarantee, we indemnify Aluro for any losses suffered as a result. I acknowledge if I fail to do this I will be held personally liable for all outstanding monies owed and that the outstanding balances may be forwarded to a Collections Agency or further collection action as a result. Each Guarantor acknowledges that neither that Guarantor's liability as guarantor, nor any of the rights of Aluro, under this document will be affected or discharged by anything which, but for this clause, might operate to affect or discharge the liability of, otherwise, provide a defence to, the relevant Guarantor (whether or not known to me or), including:

- (a) Any limitation or incapacity of, or affecting, the Guarantor, any other person or Aluro;
- (b) The Guarantor or any other person ceasing to be liable to Aluro for any monetary or other obligation whether present or future and whether by reason of dissolution or by any liquidator, receiver, receiver and manager, administrator, statutory manager or other person disclaiming or abandoning that obligation or otherwise;
- (c) The granting of any time, credit, or indulgence or other concession, to any person by Aluro;
- (d) Any security held or taken in respect of, or any transaction relating to, any money owed by the Applicant to Aluro being void, voidable, unenforceable, defective or informal, or being released, partially released, discharged, partially discharged or varied in any way;
- (e) The amalgamation, change in constitution, status or control, or reconstruction or reorganisation, of the Guarantor, Aluro or any other person;
- (f) Any failure by Aluro to present, demand, or give notice in respect of, any negotiable instrument;
- (g) Anything done or omitted or neglected to be done, by Aluro or any other person, whether in exercise of the rights, powers and remedies vesting in Aluro by any document, or otherwise; or
- (h) Any other thing, of any nature whatsoever, other than a written release deed executed by Aluro in favour of the Guarantor. If any payment made by or on behalf of the Applicant or a Guarantor to Aluro is avoided by law, that payment will not be deemed to have discharged the liability of the Applicant or the Guarantor in relation to it.

Name of Person signing

Occupation

Signature

Name of Witness

Occupation

Town / City of Residence

Signature

ALURO HEALTHCARE NZ LTD

TERMS & CONDITIONS OF TRADE



1. ACCEPTANCE

- 1.1 These terms of contract between ALURO HEALTHCARE NZ LIMITED ("Aluro") and the customer (the "Customer") shall apply to all orders for dental care and preventive products, consumables and dental instruments, equipment and implants (and any other products sold by Aluro from time to time) ("Goods") and training, servicing and repair of equipment and information services ("Services") accepted by the Customer.
- 1.2 In the case of conflict or dispute these terms and conditions shall prevail and take precedence over any document or oral message to or from the Customer.
- 1.3 Where Aluro fails to enforce any terms or conditions under this contract Aluro will not be deemed to have waived these rights with respect to any term, condition or right.
- 1.4 Aluro may vary these terms and conditions from time to time by posting any such variations on Aluro's website.
- 1.5 Where any provision of these terms and conditions shall be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

2. Quotations and Price

- 2.1 Aluro shall publish a price list on its website in \$NZ (excluding GST) of its Goods and Services or shall confirm the price of Goods or Services as a quotation.
- 2.2 The Customer shall confirm acceptance of the price and these terms and conditions by providing an order to Aluro, or signing the quotation, or by sending an electronic confirmation to sales@aluro.co.nz OR freephone 0800 800 085 OR phone 09 477 0285.
- 2.3 In the event that the advertised or quoted price or description is incorrect on the website or quotation due to typographical (or other human error) or to an error in any information received by Aluro's suppliers, then Aluro may refuse an order or cancel any confirmed order placed for the incorrect price. In the case of cancellation of a confirmed order where the Customer has already made payment, the Customer shall be entitled to a full refund.
- 2.4 Subject to the right of Aluro to withdraw any quotation before the Customer's signed acceptance, quotations of Goods shall be valid for thirty (30) days from the date of publication, but no quotation will constitute an offer unless signed by Aluro.
- 2.5 The Customer accepts that the nature of the medical supply business may require pricing to be increased or adjusted from the original quotation or price listed on Aluro's website. The quotation or advertised price may be increased periodically or if Aluro suffers any cost increases which are beyond its control in the supply, production and delivery of Goods (due, for example, to currency changes, supplier price increases, taxation duties or significant emergency or event). If, after an order or contract for Goods and/or services has been made, but prior to delivery, Aluro suffers such cost increases, or in the event that the Customer varies or alters the specifications of the quotation or the requirements for the Goods, Aluro may cancel the order or contract, without penalty to Aluro and may offer the Goods or Services at a revised price, and the Customer shall have no claim whatsoever against Aluro for such cancellation or subsequent revised offer. All prices are exclusive of insurance, freight and other handling charges, unless otherwise provided in writing.
- 2.6 The Customer accepts that in the event of unforeseen circumstances, such as war, hostilities, epidemic, pandemic or other significant medical outbreak, natural disaster, fire, act of God, electronic or biological warfare, or other significant event or emergency, Aluro may cancel orders; offer the Goods or Services at a revised price; or delay shipments and refund monies where applicable. Aluro shall not be liable for the delay or failure to perform any

obligations if such delay or failure is caused or contributed to by circumstances or events beyond its control.

- 2.7 Orders for Goods or Services must be advised and forwarded to: Sales Department, ALURO HEALTHCARE NZ Ltd 36A Arrenway Drive, Albany. AUCKLAND. Orders must include: the sender's name and address; an order number; a description of the Goods or Services. In the event that the Customer returns any Goods, such returns must include: the purchase date to verify any warranty claim and a detailed description of any fault or problem with the Goods or otherwise describe in what way the Goods or Services do not meet the Customer's expectations.

3. Conditions for Non-Catalogue (Indent) Orders

- 3.1 Where the Customer orders Goods to be specially made and where the Goods are non-catalogue or Indent Goods the Customer agrees:
 - (i) That upon approval of a Company quotation by the Customer or Customer order to Aluro, any order for Goods that are designed or procured specifically for the Customer (meaning those goods are non-standard or made to order or indented to order) cannot be cancelled without the Customer paying the full cost of the manufacture or procurement of the Goods to the time of cancellation (whichever cost is greater); and
 - (ii) That where Aluro supplies the order according to the procedure described in a Company quotation and agreed to by the Customer, the Customer will not make any claim against Aluro that the supply does not meet the Customer's requirements with regard to completion of the order; and
 - (iii) That where the Customer provides designs or specifications for Aluro to supply the Goods the Customer will not hold Aluro liable for any economic or consequential loss that may be incurred by the Customer as a result of supply from incorrect or mistaken designs, specifications or instructions given by the Customer.

4. Loaned Goods

- 4.1 The Customer agrees that Goods supplied on loan by Aluro under the care and responsibility of the Customer ("Loaned Goods") shall always remain the property of Aluro and will be used only for purposes agreed by Aluro and will not be loaned or sold to any third party, or used as security by the Customer.
- 4.2 Loaned Goods must be used in their whole form only and not re-assembled or parts changed or added or mixed with property of the Customer.
- 4.3 The Customer further agrees to keep Loaned Goods insured (with Aluro's interest noted on the policy) and to pay Aluro for any loss or damage to Loaned Goods while under the care of the Customer.

5. Intellectual Property

- 5.1 The Customer agrees that:
 - (i) Aluro, or its licensors or providers of any products or services accessible Aluro's website, own the intellectual property and/or have copyright, patents or trademarks in all designs, written instructions, drawings, products, publications and training manuals and other information or work produced by or for Aluro in connection with the Goods and service; and
 - (ii) the ownership of such intellectual property shall always remain with Aluro or its licensors or providers of products and services; and
 - (iii) it shall not use the intellectual property in any manner, including by way of adapting or altering without the written permission of Aluro or its licensors or providers of products and services as appropriate.

- 5.2 Where Aluro has followed plans, specifications and instructions being oral or written provided by the Customer, the Customer warrants that any such design or instructions will not cause Aluro to infringe any intellectual or industrial right, including any patent, registered design, trademark or copyright.
- 5.3 The Customer shall indemnify Aluro against damages, costs and expenses, including all legal costs, in respect of which Aluro may become liable by following any plans, specifications and instructions provided by Aluro and including those arising from the infringement of patents, copyrights or trademarks by the Customer.

6. Payment

- 6.1 Aluro reserves the right to require the Customer to pay a deposit prior to the supply of the Goods or Services, and on a case by case basis, may require payment in full prior to the delivery of Goods or Services.
- 6.2 Payment shall be made by the 20th of the month following the date of invoice except where Aluro has agreed to provide further or less credit to the Customer which shall be declared to the Customer at the time of the order or quotation. The Customer shall make payment of all amounts due to Aluro without any delay or deduction whether by way of set-off, counterclaim or otherwise.
- 6.3 The Customer agrees that Aluro has sole discretion to apply payments from the Customer to any transaction or Company invoice notwithstanding that the Customer may have intended that the payment be applied to a particular transaction or invoice.
- 6.4 If at any time Aluro reasonably deems the credit of the Customer to be unsatisfactory, it may require the Customer to provide at the Customer's cost, security for payment and/or Aluro may suspend performance of its obligations under this contract until security is provided to its satisfaction and Aluro may require the Customer to pay all costs incurred as a result of suspension and re-commencement of supply including legal and debt collection costs.

7. Interest for Late Payment

- 7.1 Aluro may charge interest on any monies outstanding under these terms and conditions on a daily basis at a rate equal to 5% above the bank indicator lending rate of Aluro. Interest is payable from the date payment was due until the date Aluro receives payment.
- 7.2 The right of Aluro to charge interest is without prejudice to its other rights or remedies for the Customers default in failing to pay on the due date, and Aluro may suspend performance of any of its obligations and secure any Goods it has supplied that are in the Customers possession until payment is made in full.

8. Delivery

- 8.1 Delivery will be performed upon supplying the Goods or Services to the site designated by the Customer or Customers agent or where the Customer uplifts the Goods from Aluro.
- 8.2 Aluro will make every effort to ensure that Goods and Services are supplied on time but will not be responsible for any loss or damage or consequential loss to the Customer's property arising from delays in delivery.
- 8.3 Goods may be delivered separately and in such case each delivery will be regarded as a separate contract and subject to the same payment terms. Failure or delay by Aluro in making delivery at a specified time shall not cancel or repudiate the contract.
- 8.4 The Customer agrees that any employee or agent of the Customer who signs for delivery shall be authorised to accept delivery and Aluro will not be held liable for missing Goods where a signature has proven delivery. The Customer also agrees to check receipt of the Goods and advise Aluro of incorrect quantity and/or damage within seven (7) days of delivery otherwise the Customer is deemed to have accepted the Goods.

- 8.5 In the event that Aluro arranges delivery to the Customer and the Customer is unavailable to take the delivery, Aluro will be entitled to pass on any additional costs associated with re-delivery.

9. Risk, Ownership and Title

- 9.1 Where the Goods are sold on credit, the Customer agrees that Aluro has the legal and equitable right to title in the Goods (ownership) until the contract price is paid in full. Aluro authorises the Customer to use the Goods in the ordinary course of business only as the fiduciary agent and bailee of Aluro and to hold the proceeds of sale in a separate fund of trust for Aluro until the Customer pays Aluro in full without deduction or setoff.
- 9.2 For so long as ownership in the Goods is retained by Aluro, the Customer shall store the Goods separately in its premises and in such a way that they are identifiable as the property of Aluro, and shall not alter the Goods in any way or mix the Goods with other goods owned by the Customer.
- 9.3 If, in contradiction of these terms and conditions the Goods have become the constituent of, mixed with, or attached to any other goods or property of the Customer, then a proportion of the value of those goods or property shall belong to Aluro and Aluro may seize or repossess such of those goods or property as required by Aluro to recover any money or other debt owed by the Customer to the Company, or otherwise as part of the Aluro's enforcement of Aluro's rights set out in these terms and conditions.
- 9.4 Regardless of ownership by Aluro of the Goods, the Customer agrees to accept risk in the Goods, including risk for any loss, theft, damage or deterioration of or to the Goods upon delivery and while in the possession of the Customer. This means that the Customer agrees to properly store, protect and insure the Goods under its risk policy.
- 9.5 Failure by the Customer to properly protect and insure the Goods shall not absolve the Customer of the legal responsibility to Aluro to pay for the Goods in the event of fire, loss, damage or theft while under the care and responsibility of the Customer.
- 9.6 Aluro may revoke the authority given to the Customer to use the Goods that have not been paid in full by giving written notice at any time if Aluro deems the credit of the Customer to be unsatisfactory or if the Customer is in default of its obligations under this contract or any other contract between Aluro and the Customer, and such authority shall be deemed automatically revoked if the Customer shall commit any act of bankruptcy, enter into any composition or arrangement with creditors, or (in the case of a company) do any act which would render it liable to be liquidated or if a resolution is passed or proceedings commenced for the liquidation of the Customer or a Receiver is appointed in respect of all or any assets of the Customer, or there is any material adverse change in the financial position of the Customer ("Event of Default").
- 9.7 The Customer shall inform its creditors of the terms upon which it buys Goods from Aluro and must declare Aluro's reservation of title to any Trustee in Bankruptcy or Liquidator of the Customer or any Receiver of the Customer's business or assets of the rights of Aluro and title to the Goods.

10. Personal Property Securities Act 1999 ("PPSA")

- 10.1 The Customer agrees that these terms and conditions constitute a Security Agreement as defined in the PPSA and to the registration by Aluro of a security interest in all present and after acquired property on the Personal Properties Securities Register in relation to any and all Goods and Services supplied to the Customer and waives the right to receive a verification statement for the purposes of section 148 of the PPSA.
- 10.2 For the purposes of the PPSA, Collateral shall include all and any Goods sold by Aluro to the Customer and shall include any other property that the Goods have been mixed with or attached to and the proceeds thereof. The Customer agrees to give Aluro a security interest in all of the Customer's present and after-acquired property that Aluro has supplied or supplies and not to allow any person to file a finance statement over any of the Collateral secured by this Security Agreement without the prior written consent of Aluro.

- 10.3 Aluro may register a Purchase Money Security Interest over the Goods. A Security Agreement is a continuing security and will operate irrespective of any intervening payment or settlement of account until Aluro has signed a release. The security interest granted in the Collateral has the same priority in relation to all and any Goods supplied to the Customer by Aluro at any time.
- 10.4 In the event that the Customer does not meet Aluro's reasonable demand for payment of any amount the Customer owes to Aluro, Aluro may enter the premises of the Customer or its agents during normal business hours and remove any Goods or any other property that is included in the description of collateral in this clause 10 that relates to the unpaid amount under the PPSA retention of title clauses, and the Customer will not hold Aluro responsible for any damage, or economic or consequential loss that the Customer may suffer as a result, whether the Goods are attached to other goods or property owned by the Customer, or not.
- 12.2 If the Customer does not comply with the requirements set out in clause 12.1 above, the Customer will be deemed to have accepted the Goods and Aluro will not incur any liability whatsoever in relation to the Goods.
- 12.3 The Customer agrees that claims shall not be considered in respect of Goods which:
- (i) are not intact and in original condition and packaging; or
 - (ii) have been improperly stored causing damage or deterioration; or
 - (iii) have been altered in any way or are in a different condition to the condition in which they have been supplied; or
 - (iv) have been mixed with or attached to other goods of the Customer causing damage or deterioration to the Goods; or
 - (v) the actions of the Customer or its agents have rendered the Goods unsuitable or the Customer's requirements (or the requirements of any agent or customer of the Customer) have altered so that the Goods are no longer suitable for the Customer's purpose; or
 - (vi) are outside of the warranty period.

11. Company Guarantee & Warranty

- 11.1 The warranty of Goods shall be the warranty for the period declared by the original manufacturer of the Goods as to the merchandisable quality and fitness for purposes declared in Aluro's catalogue, packaging or published or written specifications for the use of the Goods.
- 11.2 Aluro will not be responsible for failure of the Customer to satisfy itself as to the fitness of any Goods for any other purposes intended by the Customer.
- 11.3 Where Aluro accepts liability for any damage or defect covered by its guarantee it will either repair the Goods or replace the Goods at no charge to the Customer, whichever Aluro deems most appropriate in the circumstances. Where the Goods cannot be economically repaired or replaced, or it is not practical to do so, Aluro will refund the price of the Goods.
- 11.4 Any Service warranty is limited to the repair or replacement of faulty parts of workmanship supplied by Aluro for a period of 60 days from the date of completion of the Service.
- 11.5 Aluro shall not be liable for any economic or consequential loss to the Customer arising out of any breach of Aluro's obligations and the liability of Aluro in respect to all claims by the Customer for loss, damage or injury whatsoever, shall be limited at the option of Aluro to the repair or replacement of the Goods or to the price of the Goods.
- 11.6 The Customer agrees to acquire the Goods and Services for the business purposes of a business and the parties agree to contract out of the provisions of the Consumer Guarantees Act 1993, the Fair Trading Act 1986 and any other statutes that may imply or impose warranties, conditions or obligations on Aluro to the extent permitted by law.
- 11.7 Aluro shall not be liable for any breach or failure to perform any of its obligations under this contract where such breach or failure is caused by war, civil commotion, hostilities, strike or lock-out, act of God, epidemic or pandemic, fire, Governmental regulations or directions, or any other cause force majeure beyond its reasonable control. The occurrence of such an event shall not give the Customer a right of cancellation of the contract.

12. Claims for Damaged or Defective or Deteriorated Goods

- 12.1 In the event that Aluro, in its discretion, agrees to repair or replace any damaged or deteriorated Goods, meaning Goods that are not of merchandisable quality or fit for the purposes described on its packaging, in its catalogues or published material, the Customer must:
- (a) obtain a Return Authority Number from Aluro; and
 - (b) submit the claim that specifically identifies the damage or defect(s) within seven (7) days of the damage or defect occurring; and
 - (c) allow Aluro reasonable opportunity to investigate the claim.

13. Claims for Goods incorrectly ordered

- 13.1 Aluro may, at its sole discretion, give credit for returned Goods which are incorrectly ordered by the Customer and which are not damaged or defective and have not been delivered in error.
- 13.2 To be eligible for consideration for a credit, the Goods must be delivered to Aluro within fourteen (14) days after the original delivery to the Customer and must be in the same condition and packaging in which they were dispatched, and include a copy of the invoice or packing slip.
- 13.3 In the event that Aluro gives any credit for any incorrectly ordered goods, Aluro may deduct fifteen per cent (15%) of the value of the Goods as an administration and handling cost.

14. Grounds for Termination by the Company

- 14.1 This contract may be terminated by Aluro immediately by written notice to the Customer for non-payment of moneys due to Aluro by the Customer or the Customer shall commit or suffer an Event of Default for any reason.
- 14.2 Upon the termination of this agreement for any reason, all rights of the Customer granted by this agreement shall terminate.
- 14.3 Termination of this contract shall not relieve the Customer of its obligations to pay all monies owed by it to Aluro on any account whatsoever, which money shall be payable immediately notwithstanding that the date for payment of the money may not have arrived.
- 14.4 Termination of this contract shall not relieve the Customer from liability arising from any antecedent breach of the terms of this Contract.
- 14.5 For the avoidance of doubt, upon termination of any contract to which these terms and conditions apply for any reason, Aluro may continue to utilise any and all mechanisms or methods of relief and repossession set out in these terms and conditions or as otherwise available to Aluro.

15. Applicable Law for Dispute and Arbitration

- 15.1 In the event of any dispute between Aluro and the Customer arising out of this contract, such dispute shall be referred to a Mediator to be agreed between the parties on a shared cost basis, and upon failure to accept the resolution of the Mediator, shall be referred to an Arbitrator to be agreed between the parties. If the parties then fail to reach agreement, arbitration shall be conducted in accordance with the New Zealand Arbitration Act 1996.

Upon signing Aluro's Credit Application OR signing acceptance of a Company quotation OR providing an order to Aluro, the Customer agrees that these Terms and Conditions of Trade shall apply.