

**Becton Dickinson Pty. Ltd.**

(ABN 82 005 914 796)

Level 5, 66 Waterloo Road

Macquarie Park NSW 2113

**Application for Account**

CUSTOMER DETAILS (PLEASE USE BLOCK LETTERS)

|  |  |
| --- | --- |
| Nature of Business: Choose an item. | (if other please specify) Click here to enter text. |

|  |  |  |
| --- | --- | --- |
| Business Name: | | Trading As: |
| Click here to enter text. | | Click here to enter text. |
| ABN or ACN : | Click here to enter text. | |

|  |  |
| --- | --- |
| Billing Name and Address for invoice: | |
| Name | Click here to enter text. |
| Street | Click here to enter text. |
|  | Click here to enter text. |
| Suburb | Click here to enter text. |
| State | Click here to enter text. |
| Post Code | Click here to enter text. |
| Country | Click here to enter text. |

|  |  |
| --- | --- |
| Delivery Name and Address for shipment: | |
| Name | Click here to enter text. |
| Street | Click here to enter text. |
|  | Click here to enter text. |
| Suburb | Click here to enter text. |
| State | Click here to enter text. |
| Post Code | Click here to enter text. |
| Country | Click here to enter text. |
| Special Delivery Instruction | Click here to enter text. |

**Application for Account (Continued)**

|  |  |
| --- | --- |
| Primary Contact at BD: | |
| Name | Click here to enter text. |
| Title | Click here to enter text. |

Contact Details

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Purchasing | Name : | Click here to enter text. | | |
|  | Telephone : | Click here to enter text. | Facsimile : | Click here to enter text. |
|  | Email : | Click here to enter text. | | |
| Accounts Payable | Name : | Click here to enter text. | | |
|  | Telephone : | Click here to enter text. | Facsimile : | Click here to enter text. |
|  | Email : | Click here to enter text. | | |
|  | | *(Group Mail Box Preferred)* | | |

Orders, Invoices and Statements Delivery details (*Group Mail Box Preferred*)

|  |  |
| --- | --- |
| Order Acknowledgements email | Click here to enter text. |
| Invoice Delivery email | Click here to enter text. |
| Statement Delivery email | Click here to enter text. |

Details of Sole Trader/Partners/Directors or Trustees

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Click here to enter text. | Name | Click here to enter text. |
| Address | Click here to enter text. | Address | Click here to enter text. |

Trade References (*please provide 3 current references*)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1 | Company Name | Click here to enter text. | | |
|  | Contact Name | Click here to enter text. | Telephone | Click here to enter text. |
|  | Email | Click here to enter text. | | |
| 2 | Company Name | Click here to enter text. | | |
|  | Contact Name | Click here to enter text. | Telephone | Click here to enter text. |
|  | Email | Click here to enter text. | | |
| 3 | Company Name | Click here to enter text. | | |
|  | Contact Name | Click here to enter text. | Telephone | Click here to enter text. |
|  | Email | Click here to enter text. | | |

**Application for Account (Continued)**

**Estimated Annual Purchases AUD$**: Click here to enter text.

|  |
| --- |
| Comment: Click here to enter text. |

ACKNOWLEDGEMENT (**please refer to the BD and/or CareFusion Trading Terms prior to Signing**)

Privacy Act

The information provided by the Applicant on this Commercial Credit Application will be used by Becton Dickinson Group (ANZ) for the granting of commercial credit and any resulting transactions. The Applicant, its directors gives consent and unconditionally grants Becton Dickinson Group (ANZ) to obtain from a credit reporting agency, information and / or reports concerning it from time to time during the continuance of its credit account so as to assist Becton Dickinson in deciding whether to grant credit or to continue to grant credit to it or for collecting overdue payments in respect of commercial credit applied for or provided to it.

If required by law, the Applicant authorises and grants consent to Becton Dickinson Group (ANZ) to obtain and disclose information about its credit worthiness to and from credit reporting agencies (including identifying the particulars and details of overdue payments) who have or are or intend to enter into commercial or business dealings with it and / or grant credit to it and collection agencies for use in the collection of payments due to Becton Dickinson. For the purpose of this paragraph, report and information includes any credit report originating from a credit reporting agency or any other record or information that has any bearing on the Applicant’s credit worthiness, credit standing, credit history and credit capacity.

|  |  |  |  |
| --- | --- | --- | --- |
| Signature of Authorised Signatory: |  | Signature of Authorised Signatory: |  |
| Authorised Signatory’s Name: |  | Authorised Signatory’s Name: |  |
| Title: |  | Title: |  |
| Date: |  | Date: |  |

**BD AUSTRALIA TRADING TERMS**

The following terms govern the sale of goods by Becton Dickinson Pty Ltd (“BD”) to you. These terms prevail over any terms in your documents or terms stated by you when placing an order. When you place an order for goods, accept delivery of goods, make a payment or comply with these terms, you are taken to have accepted them. Current terms are displayed at [www.bd.com/anz](http://www.bd.com/anz), or otherwise available upon request.

1. **MINIMUM ORDER QUANTITIES & VALUE**

It is our policy to supply customers with case pack, minimum order quantities. Please refer to the details in the BD price list for minimum quantities. Due to increased handling costs, all orders below the net value of $500.00 (exclusive of GST) will incur a $60.00 (+ GST) handling charge.

**2. DESPATCH OF GOODS AND RESUPPLY OF GOODS**

* 1. It is the intention of BD to despatch orders or stock items within 48 hours from receipt of order. BD is not liable for any failure to supply the goods at the delivery time quoted on any ground including negligence by BD or its agents. BD may make partial deliveries. BD may decline to accept an order or may cancel an order in its absolute discretion.
  2. Urgent orders requiring goods and services outside our specified turnaround times will bear any additional costs of the delivery. Urgent orders should be communicated by telephone, at first instance, to your BD Customer Service Representative.
  3. BD is not liable to you for any failure to comply with these terms if the failure (directly or indirectly) arises out of any circumstances which are not within BD's reasonable control.
  4. Risk of damage to, or loss of, the goods passes to you upon delivery. Title to the goods does not pass to you until payment in full is received by BD.
  5. You are not authorised to resell, resupply or distribute, or to authorise or permit any other person to resell, resupply or distribute, any goods supplied by BD unless you have first entered into a formal, written distribution agreement with BD, in which case your dealings with the goods will be governed by the terms of that agreement and these trading terms. You must indemnify BD, its directors, employees and agents against all loss, damage and liability (including legal costs and expenses) incurred by BD, its directors, employees and agents arising out of or relating to any such unauthorised resale, resupply or distribution.

**3.** **RETURN OF GOODS**

* 1. Nothing in these terms are intended to exclude, restrict or modify the implied warranties set out in the *Competition and Consumer Act 2010*.
  2. No goods will be accepted for return or credit unless prior approval has been received from your BD Customer Service Representative.
  3. Application for return of goods must be made within 14 days from receipt of goods. No goods will be accepted after 21 days from authorisation date.
  4. You will be allocated a Returned Goods Authority (RGA) reference number by BD's Customer Service Representative. This RGA reference number must be shown on all returns. All returns are to be sent to the BD Warehouse as directed by our Customer Service Department.
  5. Please ensure that the RGA reference number is clearly marked on all goods for return. Goods will only be accepted for return where prior approval has been obtained and the RGA reference number is clearly shown. Only authorised quantities and batch numbers will be accepted. Any unauthorised goods returned will be redirected to you at your expense. Goods must be returned in their original packaging with no additional markings or damage. Any goods not meeting this requirement will be refused credit.
  6. An RGA will not be issued, nor will credit be given for the following:
     1. Goods that are not purchased from BD or through an Authorized Distributor;
     2. Goods that are temperature controlled;
     3. Goods returned with conditions that prevent resale. Examples include but not limited to:
        1. Special ordered or custom made Goods;
        2. Obsolete or discontinued Goods;
        3. Opened Goods;
        4. Expired Good or Goods outside minimum dating requirements.
  7. Application for credit because of short shipment/damaged goods/over shipment of goods must be made within 14 days from receipt of goods. If you have not made an application within this time you will be deemed to have accepted the shipment and you cannot make any further claims. If there is an over shipment, you must immediately inform BD in writing and BD is entitled to, at your option, charge you for the excess goods or recover the excess goods from you.
  8. Only BD minimum order quantities will be considered for return, (i.e. no part cases will be accepted)
  9. If a product is believed to be faulty, goods should be isolated and BD's Customer Service Department should be advised of the alleged fault. A sample from the batch concerned will be evaluated by the Quality Assurance Dept. and if found to be faulty, an RGA number will be provided.
  10. Non Stock items ordered at customer request will not be accepted for return. Should any order be cancelled after the items have been manufactured including shipping, all charges will be billed to you.
  11. Refrigerated, frozen, or products requiring a special license to transport (eg 'hazmat' products) should not be returned physically to BD. Any claim for credit relating to BD supply of such goods should be notified to your BD Customer Service Representative within 14 days of receipt.

**IMPORTANT:** Goods will only be accepted for return if the above conditions are complied with. A re-stocking fee of $60.00 (+GST) will be charged if the returned goods were ordered in error.

1. **GOODS WITH EXPIRY DATES**

Any concern as to the expiry period remaining on goods received must be conveyed to BD within 14 days from receipt of goods. Under no circumstances will BD accept the return of stock which has expired, or has less than three (3) month’s shelf life unless prior agreement has been arranged.

1. **INVOICE DISCREPANCIES**

You must notify your BD Customer Service Representative, or Accounts Receivable Officer, within 14 days for receipt of invoice regarding any amounts under dispute or requiring clarification.

1. **ACCOUNTS**

BD's terms of trade are 30 days net from the date of invoice unless otherwise specified in writing by BD's Managing Director or Financial Controller. Unless otherwise specified in the invoice, you must also pay the costs of delivery of the goods specified in the invoice on the same payment terms. Unless BD states otherwise, prices do not include GST. In addition to paying the prices for the goods or any other consideration under or in connection with the terms, you must pay to BD an amount equal to any GST payable on any supply by BD under or in connection with the terms and on the same payment terms and without deduction or set-off of any other amount. BD must provide a valid tax invoice in respect of any GST included in any payment to be made under or in connection with the terms. BD may require immediate payment of all unpaid moneys (whether or not actually due and payable by you) if BD considers (in its discretion) that your creditworthiness has become unsatisfactory, if you cannot pay your debts as they fall due, or if you become subject to any other bankruptcy or insolvency event. "GST" has the same meaning in these terms as in the "GST Law", as defined in the *A New Tax System (Goods and Services Tax) Act* 1999 (Cth). BD reserves the rights to charge interest at the prevailing rates on any overdue amounts.

1. **PAYMENTS BY CREDIT CARDS**

BD accepts payment by American Express, Visa and Master Card, subject to the following conditions:

* 1. Credit card payment is only accepted on placement of order. Please notify your Customer Service Representative if you wish to pay by credit card and provide BD with your credit card number, expiry date and cardholder name.
  2. Your credit card will be charged as soon as the goods are despatched.
  3. Procedure of goods return as mentioned in Section 4 applies. Credit will be charged to the credit card where original payment was made, unless BD's Customer Service Representative or Accounts Receivable Officer is otherwise notified.
  4. BD does not accept credit card payment once credit term is taken up.
  5. An additional charge equal to 2% of the total invoice value will be payable in respect of orders placed to be paid by credit card.

1. PRODUCT RECALL
   1. BD will inform you in the event of a Field Action (Recall, Recall for Product Correction, Safety Alert, Product Notification). BD will conduct the Filed Action in accordance to the Therapeutic Goods Administration’s Uniform Recall procedure for Therapeutic Goods.
   2. BD will bear or reimburse the relevant costs incurred in taking such action under clause 8.1.

**9. LIABILITY**

9.1 To the extent permitted by law, BD:

(a) expressly excludes all implied warranties, conditions, liabilities or representations in relation to the goods or their quality, state, condition or fitness for any particular purpose or the correctness of the information, advice or other services concerning the goods, whether statutory or otherwise and whether imposed at law or equity;

(b) limits its liability for any breach of any condition or warranty that cannot be excluded at law to, at the option of BD:

* + - 1. in the case of goods:
         1. repairing or replacing those goods; or
         2. paying the cost of having those goods repaired or replaced; and
      2. in the case of services:
         1. resupplying those or equivalent services; or
         2. paying the cost of having the services resupplied;

(c) will not be liable to you for any indirect, consequential, special or exemplary damages, loss of revenue, economic loss, loss of anticipated profits or loss of data or information arising in connection with these terms; and

(d) will not be liable for any damages arising from claims of third parties for injury, death or property damage suffered as a result of the use of the goods, or failure of BD to warn, or to adequately warn, against the dangers of the goods or failure of BD to instruct, or to adequately instruct, about the safe and proper use of the goods.

9.2 Notwithstanding anything in these terms, the maximum liability of BD to you in connection with these terms for any and all claims, whether under a warranty, indemnity claim or otherwise, will not exceed the average of the total amount paid by you to BD for the goods during each calendar year that BD supplied the goods to you.

**10. EXPORT CONTROL**

You and BD agree to comply fully with all applicable laws, including but not limited to export control laws of the United States and other countries governing trans-border sales, re-sales, shipments and transfers of the goods. BD's obligation to supply the goods to you is contingent upon BD receiving any required governmental authorisations. You acknowledge and agree that the goods shipped under these terms:

(a) must not be exported, re-exported, sold or transferred except as authorised under the US Export Administration Regulations (15 C.F.R. Parts 730 to 774) and any other applicable laws; and

(b) must not be used, resold or distributed, directly or indirectly, for the development, production or proliferation of weapons of mass destruction (nuclear, chemical or biological) or missile delivery systems, and/or for terrorist activities.

1. PRIVACY COMPLIANCE

You understand, consent and agree that BD will from time to time use your information for the purposes of compliance with various legislative and regulatory requirements. Such legislation and or regulation may not be limited to those enacted in Australia alone, and may include such foreign countries as the United States. BD will at all times seek to manage and protect your information from any misuse or otherwise unlawful handling.

Having read and understood the foregoing, you voluntarily agree to and consent for us or our designated third party to perform the processing activities described above, and you hereby consent to the data being processed in the United States.

1. GOVERNING LAW

These terms are governed by the law in force in New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts which may hear appeals from those courts.