

IPS Trade Account Application

Step by Step Application Checklist

Information you'll need to supply:

- Full copies of the immediate preceding three month's Statements from your current first line wholesaler.
- Your Pharmacist Registration Number ("PRN").
- Your Pharmacy Approval Number.
- Your Drugs and Poisons Licence Number (if different from your PRN).

Additionally:

If you are a first time pharmacy owner, you will need to disclose:

- Details of the cost and funding arrangements relating to your acquisition of your pharmacy.
- A completed Statement of Personal Assets and Liabilities.

If the business the subject of this application is a Greenfield, you will need to disclose:

- Details of the capital set up costs and related funding arrangements.
- Monthly forecast for first twelve months (Profit & Loss, Balance Sheet and Cashflow).

If your estimated monthly purchases from Independent Pharmaceutical Supplies ("IPS") exceed \$100,000 per month, you will need to disclose:

- Most current financials (Profit & Loss and Balance Sheet).

If the Applicant is a Trust:

- Identification of all trustees, directors of trustees and beneficiaries of the trust.

When completing the Trade Account Application please note:

- Trade references in Section 5 cannot include your current first line wholesaler. Your IPS Manager will be able to guide you as to trade referees which are acceptable at the time of your application.
- The Declaration must be duly signed by ALL Owners of the business and where the Applicant is a Company, by ALL Directors of the Company.
- If the Applicant is a Company, IPS requires that ALL Directors of the Company complete the Deed of Guarantee and Indemnity.

Submit the completed application along with the relevant supporting information to:

- a) The Manager, IPS; or
- b) Independent Pharmaceutical Supplies, PO Box 1131, Archerfield, B.C. QLD, 4108

After you submit your application:

We will contact you shortly to advise on the progress of your application however, please allow up to 7 business days for application processing.



Section 1 - Account Type:

Account type required (please tick):

New Account Additional Account Changes to existing account

Preferred payment method:

BPAY Direct Debit Credit card Direct deposit Cheque

Date Account to Commence

Estimated monthly purchases from IPS

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Section 2 - Business Details

Type of Business: (please tick)

Sole Trader Partnership Company Trust

Full legal name of Applicant

Registered Business Name

ABN

Business Name Registration No. (if not company name)

Dental/Delivery Address

Address No. Street name

Suburb

State Postcode

Bus. Phone

Postal address (If different from above. Must be registered office. PO Box is **not acceptable**)

Address No. Street name

Suburb

State Postcode

Email

Section 3 - Registration Details

Registration Number - Dental Board of Australia

Section 4 - Personal Details (if more than 3 (three) Applicants, please photocopy and complete this section for the additional Applicants and forward with application)

Applicant No. 1 - Sole Proprietor/Partner/Director (Nominated contact person)

Name

Address No. Street name

Suburb State

Postcode Mobile

Email

Relationship to business: Partner Director

D.O.B. Driver's Lic. No.

Applicant No. 2 - Partner/Director

Name

Address No. Street name

Suburb State

Postcode Mobile

Email

Relationship to business: Partner Director

D.O.B. Driver's Lic. No.

Section 4 – continued

Applicant No. 3 – Partner/Director

Name

Address No. Street name

Suburb

 State

Postcode Mobile

Email

Relationship to business: Partner Director

D.O.B. Driver's Lic. No.

Section 5 – Other Details

I authorise my accountant to provide details to IPS for the purposes of IPS credit assessment of this application.

Name of Accountant

Accountant's Ph No.

Business Banking Details:

Bank

Account Name

BSB Account No.

Trade References:

Supplier Name

Supplier Contact

Phone

Section 5 – continued

Trade References:

Supplier Name

Supplier Contact

Phone

Supplier Name

Supplier Contact

Phone

Details of existing IPS accounts held by Applicants:

Dental Practice Name

Symbion Account No.

Dental Practice Name

Symbion Account No.

Dental Practice Name

Symbion Account No.

Declaration

Important: All applicants must read the following information and sign overleaf.

To Independent Pharmaceutical Supplies (“you” or “IPS”):

I/We hereby apply for credit facilities and submit the above confidential information for this purpose only. If granted credit with IPS, I/we undertake to pay all accounts in accordance with the Standard Trading Terms and Policies, as amended from time to time and contained in IPS “Doing Business Together” booklet, which we acknowledge receiving.

I/We acknowledge that the Standard Trading Terms apply to goods and services supplied by IPS from the earlier of (a) the time that I/we make an order (whether or not I am granted credit) or (b) the time that I am/we are granted credit (whether or not I/we make an order).

I/We warrant that the information contained in this application is truthful and accurate, and that none of the Applicants (a) are currently unable to pay their debts as and when due or (b) have ever (and where an organisation, that each partner or director of that organisation has never) gone into liquidation or administration, or had a controller or administrator appointed under the Corporations Act 2001 (Cth), or been registered under the Bankruptcy Act 1966 (Cth), or been a director of a company which has gone into liquidation, or had a controller or administrator appointed.

I/We authorise you to collect from and authorise our accountants to provide further information to you for the purposes of verifying and completing this application form and assessing my/our creditworthiness.

Trustees

Where I am a trustee, I warrant that (a) I make this application both personally and as the trustee of the trust (b) the trust complies with the law; (c) I/we comply with the trust terms (including getting the prior consent of beneficiaries or other persons required to consent by the trust terms) and our duties as trustee when performing obligations to IPS and entering into this application and/or trading agreements with IPS; (d) I am the sole trustee and have a full right of indemnity from the trust assets for all liabilities incurred with IPS, ahead of any rights of beneficiaries.

I will not do anything to change the warranties that I have made above during my relationship with IPS, including without limitation doing anything that would remove me as a trustee, add additional trustees, limit my right to indemnification, vary the terms of the trust, resettle trust property or distribute trust income or capital while I am in breach of my obligations to IPS.

Where I am a trustee I also charge my right to be indemnified out of the trust to secure all liabilities that I may incur.

Invitation

I/We invite you and your related bodies corporate to the personal information provided here for marketing goods and services promoted by IPS, including contact by telephone, mail, email or SMS. This invitation will remain in place until withdrawn or six months after I/we stop having an account with IPS. I/we understand that we can withdraw this invitation by emailing ips.accounts@ipspharmacy.com.au and including the contact details that I don't want used in the email. I/we acknowledge that withdrawing the invitation may result in not receiving service related messages (like recall notices).

Agreement to IPS being given a consumer credit report by a credit reporting agency to assess a guarantor:

I/We agree that IPS may obtain from a credit reporting agency a consumer credit or a commercial credit report containing information about me/us for the purpose of assessing whether to accept me/us as a guarantor for credit applied for by, or provided to, the Applicant(s) (Section 18N (1)(c) Privacy Act 1988).

I/We agree that this agreement commences from the date of this agreement and continues until the credit covered by the Applicant(s) application ceases.

Authority to IPS under the Privacy Act 1988:

I/We agree that if IPS considers it relevant to (a) assessing my/our application for commercial credit (Section 18K(1)(b) Privacy Act 1988), or (b) collecting overdue payments in respect of commercial credit provided by IPS (Section 18K(1)(h) Privacy Act) or (c) continuing to extend commercial credit to me/us, IPS may obtain a report about my/our commercial activities or commercial creditworthiness from a business which provides information about the commercial credit worthiness of persons.

Authority to exchange information with other credit providers:

In accordance with section 18N (1) (b) of the Privacy Act, I/we authorise IPS to give to and obtain from credit providers named in this credit application and any credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements. I/We understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

I/We understand the information may be used for the following purposes:

- to assess an application by me/us for credit;
- to notify other credit providers of a default by me/us;
- to exchange information with other credit providers as to my liabilities with IPS or those other credit providers, including any applications made by me, whether I am in default on any of my liabilities; and/or,
- to assess my/our credit worthiness.

Acknowledgment or Authority for disclosure of credit information to a credit reporting agency:

I/We acknowledge that Section 18E(8)(c) of the Privacy Act allows IPS to provide to a credit reporting agency personal information about my/our credit application. The information which may be given to a credit reporting agency (as borrower or guarantor) is covered by Section 18E(1) of the Act and includes:

- such types of information as may be permitted to allow me/us to be identified;
- the fact that I/we have applied for finance and the amount;
- the fact that IPS is a current credit provider to me/us;
- payments which are overdue by 60 days or more and for which collection action has commenced;
- advice that payments are no longer overdue;
- cheques drawn by me/us for \$100 or more which have been dishonoured more than once;
- that in the opinion of IPS, in circumstances specified, I/we have committed a serious credit infringement;
- that credit provided to me/us by Symbion has been paid or otherwise discharged.

Period to which this understanding applies

This information may be given before, during or after the provision of credit to me/us until further notice in writing is given by me/us.

By virtue of this Acknowledgment I/we understand that IPS has informed me/us of its policy on disclosure of information about me/us to a credit reporting agency and I/we so authorise such disclosure.

Agreement to a credit provider disclosing a report including a consumer credit report to a potential or existing guarantor:

I/We agree that IPS may give to a person who is currently a guarantor, or whom I/we have indicated is considering becoming a guarantor, a credit report containing information about me/us for the purpose of the prospective guarantor deciding whether to act as guarantor (Section 18K(1)(c) Privacy Act 1988) or to keep the existing guarantor informed about the guarantee.

I/We understand that the information disclosed can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act, and includes a credit report.

Declaration by Applicant(s):

By signing below, the Applicant(s) gives and agrees to the Declaration on Page 3. The person(s) signing below is/are an authorised signatory of the Applicant(s) and has authority to bind the Applicant(s) to the terms of the Declaration.

EXECUTION BY INDIVIDUALS:

SIGNED by authorised representatives of the Applicant:

Signature of Applicant 1

Print Name of Applicant 1

Signature of Witness

Print Name

Date

Signature of Applicant 2

Print Name of Applicant 2

Signature of Witness

Print Name

Date

Signature of Applicant 3

Print Name of Applicant 3

Signature of Witness

Print Name

Date

EXECUTION BY COMPANY:

SIGNED by the Applicant Company

ABN

in accordance with s127 of the Corporations Act 2001:

Director Director

Print Name Print Name

Date

**Please allow up to 7 business days for application processing
Contact General Manager, IPS for application enquiries
on (07) 5500 5713**



ABN 25 000 875 034

Deed of Guarantee and Indemnity



WHEREAS:

1. Symbion Pty Ltd ABN 25 000 875 034, trading as Independent Pharmaceutical Supplies ("IPS"), offers to provide goods and services to the Customers pursuant to its standard trading terms, a copy of which is published in our recent pricing catalogue and distributed to the Customers and the Guarantor ("Terms").
2. IPS requests the following Guarantee in conjunction with that offer.

THEREFORE TAKE NOTICE:

1. Definitions:
In the interpretation of this Deed unless the contrary intention appears or the context otherwise requires or admits the following expressions will have the following meanings:

Customer means

Entity Name or Individual Names: _____

ABN: _____

Address No: _____ Street Name: _____

Suburb: _____ State: _____ P/code: _____

Account Number: _____

Guarantor means each of the entities below and **Guarantors** means both of them jointly and severally:

Entity Name or Individual Names: _____

ABN: _____

Address No: _____ Street Name: _____

Suburb: _____ State: _____ P/code: _____

Entity Name or Individual Names: _____

ABN: _____

Address No: _____ Street Name: _____

Suburb: _____ State: _____ P/code: _____

Entity Name or Individual Names: _____

ABN: _____

Address No: _____ Street Name: _____

Suburb: _____ State: _____ P/code: _____

and each of them.

2. The Guarantors hereby guarantee to IPS:
 - a) The due and punctual payment by the Customers, and each of them, of all monies payable to IPS pursuant to the Terms and on any other account or facility whatsoever; and
 - b) the due and punctual performance by the Customers, and each of them, of all covenants, promises and undertakings to be observed or performed by the Customers pursuant to the Terms and/or pursuant to any other agreement between the Customer and IPS.
3. The Guarantors indemnify and will keep IPS indemnified as a distinct and separate covenant from the Guarantee, from and against:
 - a) all loss, damage, costs (including legal costs on a full indemnity basis) and expenses suffered or incurred by IPS by reason of any breach of the Customer's covenants under the Terms; and
 - b) all loss, damage, costs (including legal costs on a full indemnity basis) and expenses suffered or incurred by IPS arising out of or pursuant to any actions, claims and demands which may be instituted by or made against IPS by any person in relation to this Deed or the Terms whatsoever.
4. The Guarantor must pay to IPS all of IPS' legal costs and expenses payable on a full indemnity basis of and incidental to the enforcement of this Deed.
5. The Guarantor must pay to IPS all amounts payable under this Deed upon demand by IPS. Such demand must be in writing and signed by one of IPS' authorised officers or by its legal advisors and given to the Guarantor either personally or by sending by pre-paid ordinary post to the address of the Guarantor. Such demand if posted is deemed to be properly given on the day next following the day of posting.
6.
 - a) This Guarantee and Indemnity is an irrevocable and continuing Guarantee and Indemnity and neither this Deed or the obligations of the Guarantors hereunder shall be discharged in any way or be considered or deemed to be discharged in any way by any payment to IPS other than the payment to and written acceptance by IPS in full and final satisfaction of all obligations of the Guarantors herein.
 - b) This Guarantee and Indemnity is not affected by the granting of time indulgence or the failure of IPS to enforce any of the terms at any time, nor is it affected by the death or incapacity, legal or otherwise, of the Customer, or by the release of any one or more of the parties comprising the Customer.
 - c) The Guarantors' obligations herein remain enforceable notwithstanding any variation, alteration, modification or change of the Terms agreed between IPS and the Customer.
7. The Guarantors agree that a certificate given by IPS, which is signed by one of IPS' authorised officers or by its legal advisors, in the absence of any manifest error, is conclusive evidence of the facts and matters stated in that certificate, including any amount owed to IPS by the Customers or by the Guarantors.

8. The Guarantors acknowledge that they were provided with the opportunity to seek legal advice on the terms and effect of this Deed and either did so or declined to do so.
9. This Deed will bind the estates of the Guarantors upon their death.
10. This Deed shall at all times be valid and enforceable against each of the Guarantors and the liability hereunder of each of the Guarantors shall continue and may be enforced by IPS notwithstanding this Deed has not been executed by any other person who has agreed undertaken or offered to do so or whose name appears herein as Guarantor.
11. If any Court of competent jurisdiction determines any part of the document is void, voidable, illegal or unenforceable or this document would be void, voidable, illegal or unenforceable unless any part was severed from this document, then that part shall be severed and shall not affect the continued operation of the rest of this document.
12. This Deed constitutes the entire agreement between the parties and supersedes any oral or written prior agreements, deeds or understandings and cannot be varied or deemed varied by the Guarantor unless such variation is in writing signed by IPS.

Executed as a Deed this day of _____ **20** _____

SIGNED SEALED AND DELIVERED
by **the Guarantor** in the presence of:

Signature of Guarantor	Signature of Witness
Date	Print Name of Witness

SIGNED SEALED AND DELIVERED
by **the Guarantor** in the presence of:

Signature of Guarantor	Signature of Witness
Date	Print Name of Witness

SIGNED SEALED AND DELIVERED
by **the Guarantor** in the presence of:

Signature of Guarantor	Signature of Witness
Date	Print Name of Witness

SIGNED by an authorised
representative of **INDEPENDENT
PHARMACEUTICAL SUPPLIES** in the presence of:

Signature	Signature of Witness
Print Name and Title	Print Name of Witness
Date	