

**CREDIT APPLICATION -**

Connect NZ Ltd ("The Company"), P O Box 7417, Wellesley Street, 97 Grafton Rd, Grafton, Auckland, Ph 09 373 4848, Fax 09 373 3088

**connect**  
one technology partner**A) CUSTOMER (PURCHASER)**

Full Legal Name			
Trading as			
Type of Business		Date Commenced Business	
Postal Address		GST Number	
Street Address			
Phone Number		Fax Number	
Bank	Branch	Insurer	
Accountant & Firm			
Officer Authorising		Position	
Contact name for Accounts		email address	
Contact name for Purchases		email address	
Registered Company <input type="checkbox"/>	Partnership <input type="checkbox"/>	Sole Trader <input type="checkbox"/> if yes →	Date of Birth
Registered Companies →	Paid up Capital	\$	Registration Number

**B) TRADE REFERENCES** *Please do not use Telecom/Clear/Telstra/Power Companies/Banks*

1		Phone	
2		Phone	

**C) PRINCIPAL SHAREHOLDERS/PARENT COMPANY/PARTNERS OR PROPRIETORS**

Full Name	Home Address	Phone	Date of Birth

**D) ACKNOWLEDGMENT**

Sales Rep : \_\_\_\_\_

The Information contained in this application may be used by Fisher & Paykel Finance Limited and/or its subsidiaries if section E below is completed. I certify as or on behalf of the customer that the information above is true and correct and that I have obtained the consent of the directors to conduct any checks as detailed in the Privacy Section below.

**Declaration**

- I declare that the credit applied for is to be used primarily for business and therefore will not be bound by the Credit Contracts and Consumer Finance Act 2003. If deemed necessary I will seek independent legal and or accounting advice and confirm that I have read and understood this declaration.
- I certify as or on behalf of the customer that the above information is true and correct and that I have obtained the consent of the directors, for Equipment Finance Limited to conduct any checks as detailed in the Privacy Section below.

Name	Authorised Signatory	Date
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**E) FINANCE DETAILS**

Office Use Only	Rental <input type="checkbox"/>	Lease to Own <input type="checkbox"/>	Equipment	<input type="checkbox"/> NEW	<input type="checkbox"/> USED	<input type="checkbox"/> UPGRADE
Description	Make	Type	Model			
Cash Price (including GST)	\$	Acceptance Fee	\$	Term	months	
Deposit/Advance rental	\$	PPSR fee	\$5.00	Interest Rate %		
Monthly Repayment	\$	Amount Financed	\$			

**F The Privacy Act 1993**

The Customer authorises the Company

- (a) to collect, retain and use personal information about the Customer ("the information"), including the information contained in this document, for the following purposes:
- assessing the customers credit worthiness;
  - administering the financing, whether directly or indirectly, the customers contract(s) and enforcing the Company's rights thereunder;
  - marketing goods and services provided by the dealer and the Company.
- (b) to provide information
- to any person for the foregoing purposes;
  - to employees and agents of the company and any other person, in the ordinary course of business, for any of the foregoing purposes;
  - to credit agencies for the purpose of maintaining effective credit records.

The Customer acknowledges

- that the information shall be deemed to be held by the Company at the address specified in this document, notwithstanding that it may also be held elsewhere.
- that where the information can be readily retrieved the customer shall have access to it, the right to request correction and the right to be notified of action taken in response to any such request, subject to payment of any reasonable charge;
- that the aforesaid authorities are irrevocable;
- that for the purposes of the preceding clauses the term "the Company" includes Connect and any financier or discounter of the Customer's contract(s), or any Related Company of the Company. The Term "related Company" has the meaning given it by the Companies Act 1993 or replacement legislation.

**IF SENDING BY FAX PLEASE RETURN BOTH PAGES ONE & TWO**

**1 GENERAL**

- 1.1 These terms and conditions shall prevail over any Purchaser's terms and conditions to the intent that any sale of goods or supply of services by the Company shall be concluded on these terms and conditions only
- 1.2 Notwithstanding clause 1.1 the Company may alter or replace these terms and conditions at any time and all orders placed subsequently by the Purchaser shall be upon the altered or replaced terms and conditions.
- 2 SUPPLY OF GOODS AND SERVICES**
- 2.1 The Purchaser acknowledges that before agreeing to purchase any goods from the Company the Purchaser expressly represents and warrants that it is not insolvent and has not committed any act of bankruptcy or if a company, knows of no circumstances which would entitle any secured creditor to appoint a receiver or liquidator or exercise any other rights over or against the Purchaser's assets.
- 2.2 Quotations are based on current costs of the Company and any subsequent increase in these costs for any reason shall be paid by the Purchaser as the price relating to the sale. Unless otherwise stated, quotations do not include installation and maintenance costs, taxes, import duties or any other levies or tariffs, freight or insurance.
- 2.3 Unless stated otherwise, in addition to the price quoted, the Purchaser shall pay GST in relation to the sale of goods or supply of services by the Company.
- 2.4 No order shall be binding on the Company until accepted in writing by the Company or a person authorised on its behalf. Orders once accepted by the Company may not be cancelled.
- 2.5 Any deposit must be paid in cleared funds at the time the Purchaser's order is submitted to the Company for acceptance. In the event that the Purchaser is in breach of the contract, the Company may cancel the contract and retain the deposit (in addition to any other rights or remedies the Company may have under these terms and conditions of sale or at law or otherwise).
- 2.6 Payment for equipment and software shall be made (without setoff or deduction of any kind) within seven days from delivery, and where applicable, installation. Payment for supplies and services shall be made by the 20<sup>th</sup> of the month following delivery of supplies or completion of the service unless otherwise agreed by the Company in writing.
- 2.7 The Company's delivery obligations shall be satisfied by making the goods available for collection at the Company's premises unless otherwise agreed by the Company in writing. The Company shall use its best endeavours to meet the required delivery or installation date but will not be responsible for any loss or damage (in either case, of any kind and whether direct, indirect or consequential) arising from any delay in the delivery of the goods and services for any reason beyond the Company's reasonable control.
- 2.8 Goods procured to special order are not returnable. Other goods may be returned for credit by approval within 7 days from the date of invoice subject to payment of a 15% restocking fee.

**3 RISK AND TITLE**

- 3.1 The Purchaser carries the full risk in the goods from the date that the Purchaser takes delivery of the goods or the date upon which the goods are delivered to the premises specified by the Purchaser, whichever is the earlier.
- 3.2 Unless these goods or services are financed via Fisher & Paykel Finance Limited or its subsidiaries and notwithstanding delivery, the goods shall remain the sole and absolute property of the Company as legal and equitable owner until the Company has received payment in full of all monies (whether for the goods or otherwise) owed by the Purchaser to the Company.
- 3.3 Pending payment, the Purchaser shall be bailee of the Company's goods, shall exercise reasonable care in preserving the goods against loss, damage, and destruction, shall insure the goods against such loss, damage and destruction to their full insurable value and shall keep the goods separate and readily identifiable while the goods are in the possession or control of the Purchaser
- 3.4 If the Purchaser re-sells the goods or any of them before payment is made to the Company it shall hold the sale proceeds in trust for the Company in a separate bank account so that the proceeds are identifiable and traceable and account to the Company for all monies owed by the Purchaser to the Company. If the Purchaser re-sells the goods or any of them so as to create a debt owed to the Purchaser, the Purchaser hereby assigns all legal and equitable title to that debt to the Company and the Purchaser hereby irrevocably appoints the Company as its attorney with all powers permitted by law for the purpose of effecting any such assignment and recovery of any such debt in the name of the Purchaser for the benefit of the Company.

**4 DEFAULT**

- 4.1 The Purchaser shall upon demand reimburse the Company and indemnifies the Company for all costs, expenses and other sums (including on a solicitor/client basis) incurred by the Company in exercising any right or remedy available to it consequent upon any default by the Purchaser. Unless the goods or services are financed via Fisher and Paykel Finance and/or its subsidiaries, any failure to pay for the goods or services or any other amounts owed on the due date or upon the appointment of a Statutory Manager, receiver, liquidator, or if the Purchaser commits an act of bankruptcy or enters into a scheme or arrangement with its creditors, then without prejudice to any other rights or remedies available to the Company, the Company may:
  - 4.2 Charge interest by way of liquidated damages on all amounts owed at the rate of 2% per month calculated on a daily basis from the due date for payment until the date payment is made; and/or
  - 4.3 Withhold deliveries or cancel undelivered orders or portions thereof; and/or
  - 4.4 Cancel any other order or contract or arrangement between the Company and the

- Purchaser or suspend performance of such order, contract or arrangement pending payment without being liable to the Purchaser for any losses (of any kind whether direct or indirect or consequential) it might suffer; and/or
- 4.5 Require immediate payment of all sums owing to the Company whether due or not.
- 4.6 Offset the amounts owed against any moneys owed by the Company to the Purchaser and immediately withdraw any credit facilities; and/or
- 4.7 With the necessity of giving notice during working hours, enter on and into any property or premises owned or occupied by the Purchaser or where the goods may reasonably be expected to be, to search for and remove all or any of the goods, dispose of the goods removed and credit the sale proceeds towards any amount owed. If all or any of the goods are wholly or partially attached to, intermingled with or incorporated in any other goods, the Company may in its sole discretion disconnect, retrieve or sever the goods, in order to remove them and shall not be liable for any loss or damage caused. The Purchaser hereby indemnifies the Company for any claims for loss or damage against the Company as a result of the exercise by the Company of its rights pursuant to this clause.

**5 WARRANTY**

- 5.1 Save for any warranties and conditions conferred in writing by the Company on the Purchaser in relation to particular goods sold or services supplied by the Company to the Purchaser and any manufacturers warranties that are provided or assigned to the Purchaser, the Company makes no representation and gives no assurance, condition or warranty of any kind to the Purchaser in relation to the goods or services and accepts no liability for any assurance, condition, warranty, representation, statement or term not expressly set out in these terms and conditions or in any quotation or other writing given by the Company to the Purchaser. Where the Purchaser acquires the goods or services for business purposes the Purchaser acknowledges that the provisions of the Consumer Guarantees Act 1993 ("the Act") are excluded.
- 5.2 The benefit of any warranties and conditions conferred by the Company on the Purchaser are personal to the Purchaser and are non-assignable.
- 5.3 Claims in respect of defective goods must be notified within 10 days of receipt of goods and defective goods must be returned within 30 days following delivery. The Purchaser shall have no claim with regard to goods which have already been processed, altered or in any way utilised by the Purchaser. No claim shall entitle the Purchaser to withhold payment of any sum due to the Company under this or any other contract which the Company may have with the Purchaser nor shall a claim give any right to set off any payment due by the Purchaser to the Company.
- 5.4 While Connect NZ Ltd will use its best endeavours, in all cases, Connect NZ Ltd provides no warranty that software or IT interface platforms will operate in all environments and with all software applications – including that loaded on individual PC's, laptops etc.
- 5.5 The Purchaser agrees and acknowledges that the Company assumes no liability for any direct or consequential loss or damage (including loss of profits) or any property damage or personal injury claim whether incurred or made by the Purchaser or a third party whether due to defective goods or a breach of the terms of this contract (including that arising from the negligence or otherwise of the Company, its servants or agents).
- 5.6 Regardless of the legal basis of any claim of any kind made against the Company, the Company's maximum liability to the Purchaser under any circumstances shall not exceed the price paid for the goods or services supplied by the Company which gave rise to that claim.

**6 PERSONAL PROPERTY SECURITIES ACT 1999**

- 6.1 The Purchaser acknowledges that these terms and conditions create a security interest in all present and after acquired goods and any proceeds of the sale of the goods as security for all of the Purchaser's obligations to the Company pursuant to the Personal Property Securities Act 1999 ("the PPSA") and that the Company may register a financing statement to perfect its security interest in the goods delivered or to be delivered to the Purchaser in accordance with the provisions of the PPSA.
- 6.2 The Purchaser shall provide all information, execute or arrange for execution of all documents and do all other things that the Company may require to ensure that the Company has a perfected first ranking security interest in the goods under the PPSA.
- 6.3 The Purchaser waives its rights to receive a verification statement in respect of any financing statement or financing change statement registered by or on behalf of the Company under the PPSA and agrees that as between the Company and the Purchaser the Purchaser will have no rights under (or by reference to) sections 114(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125, 129, 131, 132, 133 and 134 of the PPSA and where the Company has rights in addition to those in part 9 of the PPSA, those rights shall continue to apply.
- 6.4 The Purchaser shall immediately upon request by the Company, procure from any person considered by the Company to be relevant to its security position such agreements and waivers as the Company may at any time require.
- 6.5 The Purchaser shall immediately notify the Company of any change in the Purchaser's name, address details and any other information provided to the Company to enable the Company to register a financing change statement if required.
- 6.6 For the purposes of section 73 of the PPSA the Purchaser shall be deemed to have obtained possession of the goods as at the date upon which the Purchaser takes delivery of the goods or the date upon which the Company has completed the installation of the goods and they are commissioned, whichever is the later.

**7 MISCELLANEOUS**

- 7.1 The Company shall not be deemed to have waived or varied any provision of these terms or conditions or any right or remedy which it may have under these terms or conditions or at law or in equity or otherwise unless the waiver or variation is in writing signed by the Company or a person authorised on its behalf. No waiver of a breach shall be deemed to be a waiver of any other breach or any further breach.

**ACKNOWLEDGEMENT**

I certify that the information given above is true and correct and I am authorised to accept your conditions, on behalf of the Purchaser and grant permission to you to refer this application to our Bankers and trade references.

I confirm that I have read and understand the above terms and conditions and that the Purchaser shall be bound by these terms and conditions.

I/We authorise any person or company to provide you with such information as you require in response to your credit and/or employment enquiries. I/we authorise you to furnish to any third party details of this application and any subsequent dealings that I/we may have with you as a result of this application being actioned by you.

FOR & ON BEHALF OF: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 NAME & SIGNATURE: \_\_\_\_\_ TITLE \_\_\_\_\_