

CONNECT NZ CREDIT APPLICATION

Connect NZ Limited (Company)

PO Box 2179 Wellington 6140

Ph 04 381 6949: Fax 04 385 6900

creditapplications@connectnz.co.nz



CUSTOMER

Full Legal Name			
Trading as			
Street Address			
Postal Address			
Phone Number		Fax Number	
Type of Business		CNZ Acct Manager	
Date Commenced Business		GST Number	
Bank and Branch		Insurer	
Accountant & Firm		No of Employees	
Officer Authorising		Position	
Contact name for A/C's Payable		Email address	
Contact name for Purchases		Email address	
Please tick One: Registered Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Trader <input type="checkbox"/> Other <input type="checkbox"/> please specify:			
Registered Companies →	Paid up Capital	\$	Co. Registration Number

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

1		Phone	
2		Phone	

PRINCIPAL SHAREHOLDERS/DIRECTORS/PARTNERS/PROPRIETORS/TRUSTEES

Full Name	Home Address	Phone	Date of Birth

ACKNOWLEDGMENT AND AUTHORITY

The person completing and signing this application on behalf of the Customer:

1. Warrants that they are authorized to do so and their execution of this application will bind the Customer;
2. Warrants that the details provided in this form are true and correct;
3. Acknowledges that they have read, understood and agree to be bound by the terms and conditions contained on the reverse of, or attached to, this application;
4. Declares that the credit applied for is to be used primarily for business and therefore the Credit Contracts and Consumer Finance Act 2003 does not apply;
5. Acknowledges that where the Customer is a company, personal guarantees may be required as a condition of credit.

The Customer irrevocably authorises the Company to:

1. Collect, retain and use personal information about the Customer ("the information"), including the information contained in this document, for the following purposes:
 - (i) assessing the Customer's credit worthiness;
 - (ii) administering the financing, whether directly or indirectly, of the Customer's contract(s) and enforcing the Company's rights there under;
 - (iii) marketing products and services provided by the Dealer or the Company or any related entity.
2. Provide or disclose information:
 - (i) to any person for the foregoing purposes;
 - (ii) to employees and agents of the Company and any other person, in the ordinary course of business, for any of the foregoing purposes;
 - (iii) to credit agencies for the purpose of maintaining effective credit records.

The Customer irrevocably authorises any other party to provide information about the Customer's credit activities and credit worthiness to the Company.

The Customer is entitled to have access to and to request correction of personal information concerning the Customer which has been collected by the Company in accordance with the Privacy Act 1993.

The Customer acknowledges that for the purposes of the preceding clauses the term "the Company" includes Connect NZ Limited 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 contained in section 2(3) of the Companies Act 1993.

Name		Authorised Signatory		Date	
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PLEASE SIGN AND RETURN BOTH PAGES

CONNECT NZ LIMITED: TERMS & CONDITIONS OF SALE AS AT 07/02/2011

1 GENERAL

- 1.1 These terms and conditions shall prevail over any Customer's terms and conditions to the intent that any sale of products 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 Customer shall be upon the altered or replaced terms and conditions.

2 SUPPLY OF PRODUCTS AND SERVICES

- 2.1 Quotations are based on current costs of the Company. Any subsequent increase in costs for any reason may be added to the price quoted. Unless otherwise stated, quoted prices do not include installation and maintenance costs, GST, other taxes, import duties, levies or tariffs, freight or insurance all of which shall be added to the price quoted.
- 2.2 Except as otherwise permitted by the Company, all orders must be in writing and on the Company's standard purchase order form (if any).
- 2.3 No order shall be binding on the Company until accepted in writing by the Company. Orders once accepted by the Company may not be cancelled.
- 2.4 The Company will not be bound by clerical errors or omissions whether in computation or otherwise in any quotation, acknowledgment or invoice and the same shall be subject to correction.
- 2.5 Any deposit must be paid in cleared funds at the time the Customer's order is submitted to the Company for acceptance. In the event that the Customer 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 or at law or otherwise).
- 2.6 Payment for equipment and software shall be made within seven days from delivery, and where applicable, installation. Payment for other products and services shall be made by the 20th of the month following delivery of the products or completion of the services unless otherwise agreed by the Company in writing. Payment is to be made without deduction or set off in New Zealand dollars in cash or in such other manner as the Company shall stipulate from time to time.
- 2.7 The Company's delivery obligations shall be satisfied by making the products available for collection at the Company's premises unless otherwise agreed by the Company in writing. The Company shall use all reasonable 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 products and services for any reason beyond the Company's reasonable control.
- 2.8 Products procured to special order are not returnable. Other products can only be returned if the manufacturer or their NZ representatives agree to the credit. A restocking fee may apply.

3 RISK AND TITLE

- 3.1 The Customer carries the full risk in the products from the date of delivery of the products.
- 3.2 Notwithstanding delivery, the products 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 products or otherwise) owed by the Customer to the Company.
- 3.3 Until title in the products passes to the Customer, the Customer must:
 - (a) Keep the products in a good and secure condition;
 - (b) Not obliterate, damage or obscure any labels or other identifying marks applied to the products by or on behalf of the Company;
 - (c) Keep the products fully insured to their full replacement value against all risks;
 - (d) Not encumber the products in any way; and
 - (e) Hold and keep the products separately from other property in the possession of the Customer (including products already supplied by the Company) and in a manner which enables the products to be easily identifiable as products supplied by the Company.
- 3.4 The Company shall be entitled to repossess all products which it claims belongs to it at any time without notice and for such purpose it shall be lawful for the Company and/or its agent to enter any premises where such products are or are believed to be and to remove such products. If all or any of the products are wholly or partially attached to, intermingled with or incorporated in any other products, the Company may in its sole discretion disconnect, retrieve or sever the products, in order to remove them and shall not be liable for any loss or damage caused. The Customer hereby indemnifies and agrees to hold harmless the Company against any damage howsoever caused in relation to such entry and removal including consequential loss or damage to any third party or to the Customer.

4 PERSONAL PROPERTY SECURITIES ACT 1999

- 4.1 The Customer acknowledges that these terms and conditions create a security interest in all present and after acquired products and any proceeds of the sale of the products as security for all of the Customer'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 products delivered or to be delivered to the Customer in accordance with the provisions of the PPSA.
- 4.2 The Customer shall provide all information, execute or arrange for the 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 products under the PPSA.
- 4.3 The Customer 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 Customer, the Customer 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.
- 4.4 The Customer 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.
- 4.5 The Customer shall immediately notify the Company of any change in the Customer's name, address details and any other information provided to the Company to enable the Company to register a financing change statement if required.
- 4.6 For the purposes of section 73 of the PPSA the Customer shall be deemed to have obtained possession of the products as at the date upon which the Customer takes delivery of the products or the date upon which the Company has completed the installation of the products and they are commissioned, whichever is the later.

5 DEFAULT

- 5.1 In the event that the Customer fails to pay for the products or services or any other amounts owed on the due date or in the event of the appointment of a receiver, receiver and manager, statutory manager, administrator or liquidator to the Customer, or if the Customer 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 exercise all or any of the following remedies:
 - (a) Charge interest, by way of liquidated damages, on all overdue accounts at the rate of 2% per month calculated on a daily basis from the date on which payment was due until payment is made;
 - (b) Withhold deliveries or cancel undelivered orders or portions thereof;
 - (c) Cancel any other order or contract or arrangement between the Company and the Customer or suspend performance of such order, contract or arrangement pending payment without being liable to the Customer for any losses (of any kind whether direct or indirect or consequential) it might suffer;
 - (d) Require immediate payment of all sums owing to the Company whether due or not;
 - (e) Offset the amounts owed against any moneys owed by the Company to the Customer; and/or
 - (f) Immediately withdraw any credit facilities or alter or impose any credit limit.
- 5.2 The Customer shall upon demand reimburse the Company for all costs (including legal costs on a solicitor/client basis), expenses or other sums incurred by the Company in the recovery of the moneys due and/or the products, which sum shall also carry interest at the rate specified in clause 5.1(a) if unpaid within one calendar month of demand having been made.

6 WARRANTY

- 6.1 Save for any warranties and conditions conferred in writing by the Company on the Customer in relation to particular products sold or services supplied by the Company to the Customer and any manufacturers warranties that are provided or assigned to the Customer, the Company makes no representation and gives no assurance, condition or warranty of any kind to the Customer in relation to the products 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 Customer. Where the Customer acquires the products or services for business purposes the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 ("the Act") are excluded. In all other cases the provisions of this clause 6 shall be read subject to the Act.
- 6.2 The benefit of any warranties and conditions conferred by the Company on the Customer are personal to the Customer and are non-assignable.
- 6.3 Claims in respect of defective products must be notified within 10 days of receipt of products and defective products must be returned within 30 days following delivery. The Customer shall have no claim with regard to products which have already been processed, altered or in any way utilised by the Customer. No claim shall entitle the Customer to withhold payment of any sum due to the Company under this or any other contract which the Company may have with the Customer nor shall a claim give any right to set off any payment due by the Customer to the Company.
- 6.4 The Company's liability in relation to any defective products is limited at the discretion of the Company to replacing or repairing the products or providing a credit for the cost of the products.
- 6.5 The Company shall have no liability for any direct or consequential loss or damage of any kind arising out of defective products, any breach of these terms and conditions by the Company, negligence or otherwise.
- 6.6 Regardless of the legal basis of any claim of any kind made against the Company, the Company's maximum liability to the Customer under any circumstances shall not exceed the price paid for the products or services supplied by the Company which gave rise to that claim.

7 FORCE MAJUERE

- 7.1 The Company shall not be responsible to the Customer for failure to perform any of its obligations due to causes beyond its reasonable control. In such circumstances the Company shall have the right at its discretion to delay the performance of its obligations until such causes cease or to cancel the whole or any part of the contract without incurring any liability to the Customer.

8 MISCELLANEOUS

- 8.1 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.

Name		Authorised Signatory		Date	
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