

Viewtech Limited – Credit Application Form

Customer's Name:	("Customer")	Trading Name: (if different)	
Organisation type:	Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> Other <input type="checkbox"/> (Specify here : _____)		
Incorporation Number:		Delivery Address:	
Telephone:		Postal Address:	
Mobile Phone:		Facsimile:	Email:
PPSR Contact Person:			
Name:		Phone:	Facsimile:
Street Address:			Email:
Details of Sole Traders, Partners, Trustees or Directors:			
Full Name:		Full Name:	
Physical Address:		Physical Address:	
Home Phone:		Home Phone:	
Mobile Phone:		Mobile Phone:	
Date of Birth:		Date of Birth:	
ID:		ID:	
Full Name:		Full Name:	
Physical Address:		Physical Address:	
Home Phone:		Home Phone:	
Mobile Phone:		Mobile Phone:	
Date of Birth:		Date of Birth:	
ID:		ID:	
Credit References (Three Required):			
1		Contact Phone Number:	
2		Contact Phone Number:	
3		Contact Phone Number:	
<p>I certify as follows:</p> <ol style="list-style-type: none"> 1. That the above information is true and correct and that I am authorised to make this application for credit on behalf of the Customer. 2. I have read and understood the Terms and Conditions of Viewtech Limited ("Viewtech"), which form part of and are intended to be read in conjunction with this Credit Application. I hereby bind the Customer to all the provisions of this Credit Application and the Terms and Conditions in relation to all existing and subsequent goods and/or services that have been or will be supplied to the Customer by Viewtech. 3. I agree that this Credit Application and the Terms and Conditions shall together form a security agreement for the purposes of the Personal Property Securities Act 1999. 4. I understand that information (including personal information) collected by Viewtech concerning the Customer (including the information collected in this form) is collected and may be stored, used or disclosed in order to determine whether or not Viewtech will provide or continue to provide credit to the Customer, including checking the Customer's present and continued credit worthiness, and if necessary, in order to collect any outstanding debt from the Customer and enforce any obligations it may have to the Viewtech, including but not limited to registering a Financing Statement in accordance with the Viewtech's rights under the Personal Properties Securities Act 1999. 5. I authorise Viewtech to obtain any personal information concerning me that Viewtech considers is necessary to perform the above purposes from any person or organisation. I also authorise any person from whom Viewtech requests information (including personal information) concerning me or the Customer, to release that information to Viewtech. I also authorise Viewtech to release any such information to any person for the purposes of determining credit worthiness, for communicating promotional activities and product information and for debt collection purposes. 6. I acknowledge that the Customer is acquiring the goods and services from Viewtech for business purposes and that the Consumer Guarantees Act 1993 does not apply to this agreement. 			
Signed:		Date:	
Full Name:		Position:	

Viewtech Limited – Trade Customer Terms and Conditions

Viewtech Limited ("Viewtech", "we" or "us") agrees to supply goods ("the Goods") and services ("the Services") to you in return for payment of the price for those Goods and Services on the Terms and Conditions below. Acceptance of delivery or receipt of any Goods or Services will (notwithstanding any statement to the contrary by you or your employees or agents) constitute acceptance of these Terms and Conditions. Where more than one Customer has entered into this agreement, the liability of the Customers under shall be joint and several.

1 Price and Payment

- 1.1 All prices exclude GST, any other applicable taxes and duties and insurance/freight/delivery/handling charges not expressly included in the price. You agree to pay these items (as applicable) in addition to the price, whether they are imposed before or after your order.
- 1.2 Payment must be made in cash prior to delivery of your order unless we agree otherwise in writing. If we allow you credit, payment in full is due by the 20th day of the following month from the date of invoice. We can impose a credit limit on you at any time, and alter it at our sole discretion.
- 1.3 You must not withhold payment or make any deductions of any nature whether by way of set off (legal, equitable or otherwise), counterclaim or otherwise from any amount you owe us. Any default in payment shall make all money payable by you to us immediately due and we may withhold delivery of Goods and/or provision of services until you provide payment of all money payable by you to us.

2 Delivery and Risk

- 2.1 Risk in any Goods sold to you will pass to you on Delivery being the time the Goods are dispatched from our premises to you, whether the Goods are delivered to your address by us or uplifted from us by you or by a carrier arranged by you or us.
- 2.2 If any of the Goods are damaged or destroyed prior to property in them passing to you, we are entitled, without prejudice to any of our other rights or remedies under these terms and conditions (including the right to receive payment of the balance of the Price for the Goods), to receive all insurance proceeds payable in respect of the Goods whether or not the price has become payable under these terms and conditions. The production of these terms and conditions by us is sufficient evidence of our rights to receive the insurance proceeds without the need for any person dealing with us to make further enquiries.
- 2.3 Any date or time stated for dispatch is an estimate only and not a condition of sale.

3 Security Interest

- 3.1 Ownership of all Goods we supply to you will not pass upon Delivery, but will remain with us until we have received total payment in clear funds of all moneys owing by you to us (whether relating to those Goods, to the supply of Services, or to any other personal property supplied). We hold a Security Interest in all Goods supplied to you for payment of those moneys.
- 3.2 Until all moneys due to us are paid, you agree to act as our fiduciary and to:
 - (a) Not sell, charge or part with possession of the Goods, otherwise than for their full value in the ordinary course of business;
 - (b) Not alter, obliterate, or deface the Goods and not alter, obliterate, deface, cover up, or remove any identity mark indicating that the Goods are ours.
 - (c) Store the Goods in such manner that they are clearly identifiable as our property and keep separate records of the Goods;
 - (d) Hold the proceeds of the resale of the Goods in trust for us, in a separate and identifiable manner.
- 3.3 At our request, you will promptly deliver, execute or do (or cause to be executed, delivered or done) any documents, contracts, agreements, deeds or other action that we may require from time to time to give effect to these Terms and Conditions, including without limitation doing all such things as we may require to ensure that the Security Interest created under these Terms and Conditions constitutes a perfected Security Interest over the Goods. This includes, but is not limited to, providing any information we request to complete a financing statement or a financing change statement for the Personal Property Securities Register.
- 3.4 Where you are in default, you agree to Viewtech entering your premises or any other place where the Goods are located, or where Viewtech reasonably believes that the Goods are located, and taking possession of and selling the Goods even if Viewtech does not have priority over other persons having a Security Interest in the Goods. Sections 108, 109 and 120(1) of the Personal Property Securities Act 1999 (PPSA) do not apply to the extent that they are inconsistent with this clause.
- 3.5 You waive any right to receive a verification statement under the PPSA.
- 3.6 Nothing in sections 114(1)(a), 117(1), 133 and 134 of the PPSA shall apply to these Terms and Conditions. Your rights as a debtor in sections 116, 119, 120(2), 121, 125-127, 129, 131 and 132 of the PPSA shall not apply to these Terms and Conditions.
- 3.7 We are entitled at any stage during the continuance of this Agreement to request such security or additional security as we in our sole discretion think fit and shall be entitled to withhold supply of goods or credit arrangements until such security or additional security shall be obtained.
- 3.8 We may issue proceedings to recover payment for the Goods notwithstanding that ownership of the Goods may not have passed to you.

4 Exclusion of Warranties

- 4.1 If you are acquiring the Goods or Services for business purposes, the guarantees under the Consumer Guarantees Act 1993 do not apply.
- 4.2 Unless you have rights under the Consumer Guarantees Act 1993 or other legislation, which cannot be excluded or limited, there are no warranties express or implied. This disclaimer includes implied warranties as to merchantability and fitness for a particular purpose.
- 4.3 Once you have paid us for the Goods, we will pass on to you the benefit of our own return to base warranty. This warranty is valid for one year from date of purchase. The cost of returning the goods will be incurred by you and we will not be liable for the cost of removing or uninstalling goods that have become faulty. The one year return to base warranty covers manufacturer's defects and failures and it will be to Viewtech Limited's

discretion whether a warranty claim will be accepted. In case of a warranty claim the goods will be repaired or if this cannot be done replaced with a same or similar product. If this cannot be done a full credit of the purchase price of the item will be given excluding the cost of freight.

5 Limitation of Liability

- 5.1 We are not liable to you for any loss or damage arising from delay or failure to perform our obligations due to any matter beyond our reasonable control.
- 5.2 To the maximum extent permitted by law, we and our employees and agents shall not be liable to you for any claim for breach of Contract (except as provided in clause 5.3 below) or Statute or breach of duty in Tort (including negligence) or for any claim in Equity or otherwise at law.
- 5.3 Your sole remedy against us shall be limited to breach of contract and the extent of any such liability shall be limited to an amount equal to the price charged for the particular Goods or Services to which the breach relates. We will not, in any case, be liable for any other losses or damages whether general, exemplary, punitive, direct, indirect or consequential, including loss of business profits.
- 5.4 No action may be brought against us unless notice of such claim is given to us within one week of delivery of the Goods or provision of the Services. We shall be released from all or any liability unless proceedings are brought in a Court of competent jurisdiction within one year of the date of delivery of the Goods or provision of the Services.

6 Default

- 6.1 If you do not pay any monies owed to us ("the unpaid monies") within 5 working days of the due date, we may charge penalty interest at a rate of 2.5% per calendar month calculated daily on the unpaid monies from the due date until payment in full is made (including after as well as before any Court judgment).
- 6.2 You agree to indemnify us for and pay, on demand, all costs incurred by us (including legal costs on a solicitor-client basis and debt collection costs) in the recovery or attempted recovery of unpaid moneys and/or the enforcement of these Terms and Conditions or the Security Interest contained in these Terms and Conditions.

7 Use of information

- 7.1 You acknowledge that we may collect information about you to assess any application for credit, to check your present and continued credit worthiness, and if necessary, to collect outstanding debt from you and for direct marketing activities (the purposes set out above). You consent to us disclosing such information, as well as any default in payment by you, to any credit or debt collection agency, and to any person/agency we appoint to collect any outstanding debt from you, if necessary, for the purposes set out above.
- 7.2 If information is provided to a credit or debt collection agency, they will hold that information on their systems and use it to provide their credit reporting service, including updating its credit reporting database and providing that information to other customers they have and you consent to that use and disclosure. We may request, and any person or organization (including any credit or debt collection agencies) may provide, information about you to us, both now and in the future, for the purposes set out above and you consent to us seeking that information in the course of our business and disclosure of that information to us.
- 7.3 If you are an individual, you have the right under the Privacy Act 1993 to see and correct any personal information held by us or any agency about you pursuant to this Application.
- 7.4 You must notify us of any change in circumstances that may affect the accuracy of the information you provided to us. Your failure to provide the personal information sought in the Application, may result in the Application being declined.

8 General Provisions

- 8.1 These terms apply to all transactions where we supply Goods or Services to you. If there is any inconsistency between these terms and any order submitted by you or any other arrangement with us, these terms prevail unless otherwise agreed by us in writing.
- 8.2 If any provision of these terms and conditions is held by any court to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining provisions.
- 8.3 This contract and its terms are governed by, and shall be construed in accordance with, the laws of New Zealand. Both parties submit to the exclusive jurisdiction of the New Zealand Courts.
- 8.4 We may review and change these terms and conditions at any time and from time to time. Any such change will take effect from the date on which we notify you of the change.

Deed of Guarantee & Indemnity

In consideration of **Viewtech Limited** ("Viewtech") agreeing to supply goods and services to the Customer, I/we ("the Guarantors") hereby unconditionally and irrevocably guarantee to Viewtech performance of the Customer's obligations under the annexed agreement ("the Agreement") and the payment upon demand of all monies (including costs) owed by the Customer to Viewtech ("the Guaranteed Monies") without setoff (equitable, legal or otherwise), deduction or counterclaim. I/we further agree:

1. That for any written Notice required to be served on the Guarantors by Viewtech, it shall be sufficient for Viewtech to deliver it to the address recorded below, or any address notified by the Guarantors to Viewtech in writing from time to time.
2. That this guarantee is a continuing guarantee and shall remain in full force and effect until the whole of the Guaranteed Monies have been paid or satisfied in full and shall not be considered as wholly or partially satisfied, discharged or affected by any intermediate payment or settlement of account.
3. "Costs" includes legal costs (on a solicitor/own client basis) incurred in obtaining or attempting to obtain payment of the Guaranteed Monies, or enforcing or attempting to enforce Viewtech's rights hereunder.
4. As a separate additional and severable liability under this Deed, to indemnify Viewtech against any loss incurred as a result of the non-payment of part or all of the Guaranteed Monies for any reason whatsoever.
5. That my/our obligations under this Guarantee and Indemnity shall, as between the Guarantors and Viewtech, be one of Principal Debtor and shall be joint and several if there is more than one Guarantor.
6. Viewtech may release or discharge one or more of the Guarantors from liability under this Deed and/or compound with, accept compositions from or make any other arrangements with any one or more of the Guarantors without prejudicing or affecting Viewtech's rights against the other Guarantors.
7. The liability of the Guarantors under this guarantee shall not be discharged, abrogated, prejudiced or affected by:
 - a. The granting of time, credit or other indulgence to the Customer;
 - b. Any alteration, modification, variation or addition to the Agreement; or
 - c. Any other act, omission or event which but for this provision might operate to discharge, impair or otherwise affect my obligations under this guarantee or any of the rights, powers or remedies conferred upon Viewtech by this guarantee or by law.
 - d. Any compounding, compromise, release, waiver, variation, abandonment, discharge, relinquishment, renewal, transfer or failure to renew, perfect or enforce or realise all or part of the Agreement.
 - e. The insolvency of the Customer, or Viewtech or either of them.
 - f. The unenforceability or frustration of any of the obligations of the Customer.
8. That all payments to be made by the Guarantors to Viewtech including interest and costs shall be made without deduction or set-off or counterclaim and without withholding for or on account of any tax of any nature now or hereafter imposed.
9. That for all purposes, including any legal proceedings, a statement in writing by Viewtech as to the amount due or owing under this Deed shall be accepted by the Guarantor as conclusive evidence of the amount owing by the Guarantor hereunder.

Address:

Signed as a Deed this day of 20	by		
		(Guarantor's printed name)	(Guarantor's signature)
In the presence of:			
	(Witness's signature)	(Witness's printed name)	(Witness's Occupation) (Witness's City of Residence)
Signed as a Deed this day of 20	by		
		(Guarantor's printed name)	(Guarantor's signature)
In the presence of:			
	(Witness's signature)	(Witness's printed name)	(Witness's Occupation) (Witness's City of Residence)
Signed as a Deed this day of 20	by		
		(Guarantor's printed name)	(Guarantor's signature)
In the presence of:			
	(Witness's signature)	(Witness's printed name)	(Witness's Occupation) (Witness's City of Residence)