

CLIENT REGISTRATION FORM

NOTE: ALL SECTIONS MUST BE COMPLETED (i.e. Applicant Details & either "Organisations" or "Individuals" section)

APPLICANT DETAILS – Please complete details and check

Trading Name of Organisation

Type of Business (Please tick one box) Describe main activity

Limited Company Sole Trader Partnership Trust Other

FOR ORGANISATIONS (e.g. companies, partnerships, incorporated societies, trusts, government departments)

Full Legal Name of Organisation (e.g. company name, partnership name)

 ("the Buyer")

How long has the organisation been trading? Company No. Date of Incorporation (if relevant)

Physical Address

Driver's License No. PSPLA Security License No. Postal Code & Address

Address of registered office (if company or society etc) – if different from physical address

Contact person (title, first name, last name)

Contact Details

Daytime Telephone Mobile

E-Mail Address Fax Number

If Partnership (also complete the following) Number of Partners

Full Names of first and second partner (if more than 2 partners, please provide additional information on a separate sheet)

1. DOB

2. DOB

Residential Addresses This property is:

1. rented owned by you

2. rented owned by you

If you have lived at the above address for less than 5 years, please state your previous address(es) for the last 5 years

1.

2.

FOR INDIVIDUALS (including Sole Traders)

Full Names

1.	(“the Buyer”)	DOB
2.	(“the Buyer”)	DOB

Previous Surname if Married (If you also use the previous name)

1.	2.
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Trading Name (If applicable)

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Residential Addresses

1.	This property is:	rented <input type="checkbox"/>	owned by you <input type="checkbox"/>
2.		rented <input type="checkbox"/>	owned by you <input type="checkbox"/>

Type of Business

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If you have lived at the above address for less than 5 years, please state your previous address(es) for the last 5 years

1.	2.
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Driver's License No.

PSPLA Security License No

Postal Code & Address

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Contact person (title, first name, last name) – if different from names given above

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Contact Details

Daytime Telephone	Mobile
E-Mail Address	Fax Number

ACCOUNTS INFORMATION – Please complete details and check

Cash Account <input type="checkbox"/>	Credit Account <input type="checkbox"/>
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Account Contact Details

Contact person (title, first name, last name)

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Daytime Telephone	Mobile
E-Mail Address	Fax Number

Bank Details

Bank Name & Branch
Account No.

Purchase Orders – All orders must have PO reference number

1- Purchasers Contact person (title, first name, last name)

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Daytime Telephone	Mobile
E-Mail Address	Fax Number

2- Purchasers Contact person (title, first name, last name)

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Daytime Telephone	Mobile
E-Mail Address	Fax Number

For Credit Accounts

Monthly Credit Limit Requested: \$

Payment Terms

7 days 20th of the following month

Trade References (Three References Required)

1-	Phone No.
2-	Phone No.
3-	Phone No.

DECLARATION (All applicants to sign)

By signing and returning this Application, I/we:

- Understand that ITPLUS Communications Ltd reserves the right to decline this Application.
- Confirm that the information supplied by me/us in this Application is correct and complete and I/we agree to immediately advise ITPLUS of any material change of any of the information contained in this Application.
- Have read and understood ITPLUS 's standard terms of trade ("Terms of Trade") received with this Application and agree to be bound by the Terms of Trade and this Application.
- Acknowledge that all debts in excess of trading terms will be placed on "stop supply" and further goods will not be invoiced and delivered until the debt is paid.
- Agree that all orders for goods that are placed with ITPLUS are on these terms and on the Terms of Trade.
- Authorize any person or company to provide ITPLUS with such credit information as ITPLUS may require about me/us.
- Authorize ITPLUS to collect personal information about me/us from the trade referees named in this Application and from the credit reference agencies used by ITPLUS. I/We acknowledge that such information is collected for any purpose connected with my/our business, for considering this Application and for all purposes in connection with ITPLUS 's marketing of products and services in New Zealand. I/We consent to ITPLUS disclosing any such information to credit references and debt collection agencies as part of information exchanges with them. I/We acknowledge that my/our rights at law in relation to obtaining and correcting all information about me/us held by ITPLUS are not affected.
- Acknowledge that where more than one applicant applies for credit, each applicant will be jointly and severally liable.

Name(s) (if more than 1 individual, both must sign)

1.

Position/Title

Authorized Signature(s)

1.

Date

Name(s)

2.

Position/Title

Authorized Signature(s)

2.

Date

GUARANTEE

In consideration of ITPLUS Communications Limited (called "ITPLUS ") approving this Application by the Applicant ("customer"), I (the guarantor, whose name is listed below) jointly and severally unconditionally guarantee payment by the customer of all monies due and owing by the customer to ITPLUS , in respect of all credit extended by ITPLUS as a consequence of this Application including all monies due and owing by the customer to ITPLUS under the terms of ITPLUS 's Terms of Trade.

I accept that as between ITPLUS and myself I am liable as a principal debtor in respect of such monies. I accept that my guarantee is unaffected by the unenforceability of any payment of such monies, by the liquidation or bankruptcy of the customer, by the giving or any indulgence to the customer by ITPLUS or any other matter. I accept that demand for payment may be made on me by ITPLUS without demand being made of the customer.

I acknowledge that prior to signing this guarantee, ITPLUS had advised me to seek legal advice in respect of my obligations under this guarantee and I elected not to obtain such advice. *(Delete this paragraph if you have obtained legal advice)*

Full name of Guarantor:

Signed by the Guarantor(s) in the presence of:

Full Occupation of Guarantor:

Witness's signature:

Address (not P.O. Box) of Guarantor:

Witness's Name (please print):

Date of Birth of Guarantor:

Occupation of Witness:

Signature of Guarantor:

Address (not P.O. Box) of Witness:



ITPLUS

ITPLUS COMMUNICATIONS LTD
STANDARD TERMS AND CONDITIONS

1. TERMS OF SALE

- 1.1 The company is **ITPLUS Communications LIMITED**. The company will contract to sell and supply goods on these terms and conditions only. By placing or confirming an order with the company, the buyer ("customer"), whose name and details appear on the Application to Open Credit Account, is accepting these terms and conditions, and anything to the contrary in the customer's enquiries, orders or confirmations will not apply.
- 1.2 The customer is responsible to ITPLUS communications Limited (hereinafter referred to as ITPLUS) for ensuring the accuracy of any orders; unless ITPLUS provides the product(s) for a specific project that includes a written statement of work or is part of a design for which ITPLUS has specified the product(s) in writing.
- 1.3 The customer is responsible for written confirmation of orders placed; any errors made on verbal orders can only be rectified at the customer's expense.
- 1.4 ITPLUS reserves the right to make changes to the specification of goods which do not materially affect the quality or performance of the goods.
- 1.5 The customer indemnifies ITPLUS in full against all loss (including the loss of profit), costs, damages, charges and expenses incurred by ITPLUS as a result of cancellation of an order; any such cancellation must be informed to ITPLUS in writing.
- 1.6 No variation to the ITPLUS Terms and Conditions shall be valid unless agreed in writing. f) ITPLUS employees or agents are not authorised to make representations concerning the goods unless confirmed by ITPLUS in writing.
- 1.7 ITPLUS is not liable for any advice or recommendations given by its employees or agents unless given in writing; any advice is followed or acted on at the customers own risk. In accepting the terms

and conditions, the customer confirms to waive any claim for breach of any such representations not given in writing.

- 1.8 The price of the goods or to any services provided shall be the latest quoted price or where no price has been quoted, the latest published price list on acceptance of the order.
- 1.9 In the event of increased costs to ITPLUS, we reserve the right to increase prices to reflect this prior to shipment and on informing the customer.
- 1.10 All prices exclude the cost of packaging, delivery and any applicable GST at current rate.

2. ORDERS IRREVOCABLE

- 2.1 All orders must be confirmed in writing by the customer and it is the customer's responsibility to ensure that the order is correct. Any items which the customer has wrongly ordered may be returned for credit so long as notification is made to the ITPLUS within two working days of receiving the goods, and the goods must be returned within four working days.
- 2.2 Risk of damage to or loss of the goods shall pass to the customer at the time of delivery, or if the customer wrongfully fails to take delivery of the goods at the time when ITPLUS has tendered delivery of the goods.
- 2.3 Until such time as the property in the goods passes to the customer, ITPLUS shall be entitled at any time to require the customer to deliver up goods to ITPLUS and if the customer fails to do so forthwith, to enter upon the premises of the customer or any third party where the goods are stored and repossess the goods.
- 2.4 Credits sought for returned Products are at ITPLUS's exclusive discretion and the Products:
 - a. Must be returned free to ITPLUS, all transportation charges, insurance, taxes, duties and additional charges being borne by the Customer;
 - b. Must be in as new condition in the manufacturer's (or supplier's) original containers, unsoiled and undamaged; and must be accompanied by number and date of supplying invoice.

3. PAYMENT

- 3.1 The customer must pay the price indicated on the invoice or other statements issued by the company. All freight, packaging and other relevant costs are charged to the customer's account as shown on the invoice.
- 3.2 Payment is due within the credit period agreed in writing by the company under any credit arrangement.
- 3.3 If the company at any time deems the credit of the customer to be unsatisfactory, it may immediately terminate any credit arrangement and require the customer to pay the price on delivery of the goods.
- 3.4 The company may charge interest on any overdue payment commencing on the due date for payment and calculated at the end of each month until the date of actual payment.
- 3.5 The customer agrees to pay on demand all costs (including commission and legal fees as between solicitor and own client and any other costs) incurred by the company or the company's agents relating to the recovery of any amounts payable by the customer to the company.
- 3.6 All payments by the customer must be made in full and without any deduction or right of set-off or counterclaim. The customer agrees however that all moneys which the company may owe the customer on any account whatsoever may, at the company's option, be set off against payments due by the customer to the company.
- 3.7 Any customer with a Trading Account balance overdue may be placed on a cash only basis until the account is brought within ITPLUS's normal trading terms and ITPLUS re-approves the customer for a trading account.
- 3.8 Unless otherwise stated GST shall be in addition to all prices.

4. DELIVERY

- 4.1 Deliver of goods shall be made to the customer's regular trading address unless specified otherwise in writing by the customer prior to shipment. Any non-delivery of goods should be notified in writing to ITPLUS within one working day of the agreed shipment date otherwise the delivery shall be deemed to have taken place on the date of ITPLUS's invoice.
- 4.2 The customer may order products or services and ITPLUS will endeavor to deliver those Products or Services within the agreed time. Company has no obligation to deliver any Product or Service unless ITPLUS accepts the order. ITPLUS may make delivery of Products or Services by instalments and the Customer must pay for any instalments that have been delivered regardless of whether all Products or Services ordered have been delivered.
- 4.3 Any damages occurred in transit, any quantity discrepancy, or product mis-shipment must be notified in writing by the customer on the day of receipt of the goods. Where ITPLUS only delivers a part shipment due to stock shortage and the customer is notified, the customer shall bear the cost of delivery

of the short fall.

- 4.4 Where the goods are to be delivered in instalments each delivery shall constitute a separate contract and the failure by ITPLUS to deliver any one or more of the instalments shall not entitle the customer to treat the contract as a whole repudiated.
- 4.5 If the company believes that the customer may not make any payment when due, then the company may suspend or cancel any delivery of the goods.
- 4.6 Any delivery date agreed by the company is approximate only, and no delay in delivery will entitle the customer to cancel its order for the goods.

5. PERSONAL PROPERTY SECURITIES

- 5.1 The customer acknowledges the following:
 - a. These Terms of Trade are a security agreement for the purposes of section 36 of the PPSA;
 - b. We take a security interest in all Goods that we have previously supplied to you (if any) and all goods that we will supply to you in the future, to secure (with equal priority) payment of all amounts that you owe us;
 - c. The security interest will continue until you have paid all amounts owing; and
 - d. You waive your right to receive a verification statement under section 148 of the PPSA.
- 5.2 The Customer will promptly sign any further documents, provide any further information, or do any other thing that we reasonably require to perfect and maintain the perfection of our security interest (including by registering a financing statement or financing change statement);
- 5.3 Customer Indemnify (and if requested reimburse) us for all expenses that we incur in registering a financing statement or financing change statement or releasing goods charged by the statement; and
- 5.4 Customer will give us 14 days' prior written notice of any change in your name, address, contact details, trading name, business practice or any other details, and use your best endeavours to ensure that any applicable financing change statement is registered disclosing your new details.
- 5.5 To the fullest extent permitted by law, you and we contract out of section 114(1)(a) of the PPSA, and out of your rights referred to in sections 107(2)(c), (d), (h), and (i) of the PPSA. If and for so long as we are not the secured party with priority over all other secured parties in respect of any particular Goods, you and we agree that section 109(1) of the PPSA does not apply to those particular Goods.

6. WARRANTY & LIABILITY

- 6.1 Where ITPLUS does not manufacture the goods (or where the goods comprise computer software does not publish the software) and subject to the conditions set out below, ITPLUS sells the goods with the benefit of the manufacturers or publishers warranty unless otherwise stated.
- 6.2 The above warranty is given by ITPLUS subject to the following conditions, whereby ITPLUS will accept liability for the defective goods only to the extent that the company is entitled to make a claim under the manufacturers or publishers warranty, and obtain a refund, credit, repair or replacement in respect of the defective goods.
- 6.3 The warranty shall not cover any defect caused:
 - a. by wear and tear
 - b. in whole or in part by the negligence of the customer or a user
 - c. by improper or unauthorised use of the products including any attempt to carry out repairs or modifications to the product
 - d. by causes external to the products
- 6.4 Failure by the customer to settle accounts for goods supplied will render the warranty null and void.
- 6.5 The customer shall be responsible for the cost of carriage and insurance in respect of all goods returned by the customer to ITPLUS for repair or replacement, unless otherwise agreed in writing.
- 6.6 ITPLUS will not accept returned goods unless a return has been agreed in advance and the goods received are in stock condition, original packaging and clearly marked with the RMA (Returns Material Authorisation) number issued by ITPLUS. All returned goods should be accompanied with a full description of fault.
- 6.7 All returns issued with an RMA number must be received within five working days of issue; otherwise the number will be invalidated. Unless otherwise notified, all returns will be processed within ten working days of receipt of the items.
- 6.8 ITPLUS reserves the right to levy a surcharge of up to 15% of invoice value in the event of returned goods being found to be in working order in accordance with the specification of the order.

7. GENERAL

- 7.1 These terms and conditions and the provisions in the Application to Open Credit Account (together the “contract”) are the full agreement between the company and the customer.
- 7.2 The company may, and the customer may not, vary these terms and conditions. To be effective, a variation must be in writing.
- 7.3 To be effective, any waiver of any or all of these terms and conditions by the company must be in writing.
- 7.4 The customer may not assign all or any of their rights or obligations under the contract without the prior written consent of the company.
- 7.5 Save as set out in these conditions, ITPLUS does not accept any liability for any loss or damage howsoever caused, resulting from the use of the goods or services sold by it for damage, loss of profit, loss of data, or loss of any other kind whatsoever.
- 7.6 In addition to the company’s other rights under the contract, the company may immediately terminate the contract if at any time and for any reason it deems the credit of the customer to be unsatisfactory.
- 7.7 Each party shall treat as confidential all information obtained from the other.
- 7.8 Any claims against ITPLUS shall be brought in the New Zealand courts. ITPLUS reserves the right to bring proceedings against you in either the New Zealand courts or in the courts of the country in which you are domiciled.

OFFICE USE ONLY				
Account / Ref. No	ACCOUNT TERM	CREDIT LIMIT	APPROVED BY	DATE
		\$		/ /