

Cash Account Application Form

ATLAS GENTECH (NZ) LIMITED

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ENTITY DETAILS

APPLICANT'S FULL LEGAL NAME (i.e. not trading name):					("the Customer")
Trading as:					
(Please tick)	☐ Sole Trader	☐ Individual	☐ Partnership	☐ Ltd Company	
Other (please state):					
Postal Address:					
Physical Address:					
Nature of Business:			Year in Business:		
Core Business:	☐ Communications	☐ Security	☐ Data	Other:	
Telephone:			Mobile:		
Security Guard Licence No.:			Date of Birth:		
Contact - Accounts:			E-mail:		
Contact - Purchasing:			E-mail:		

OWNERSHIP (please insert Owner(s) / Directors Name(s) in full):

Owner Name 1:		Address:	
Owner Name 2:		Address:	

PAYMENT OPTIONS

Payment Options	☐ Eftpos	☐ Pre-Payment	☐ Credit Card (2% Credit Card Fees Applies)	
Bank Account Name:			Branch:	
Account Number:				

ATLAS GENTECH ACCOUNTS (INTERNAL USE ONLY)

Cash Sales Code:		Date:	
Names:	CASH SALES -		
Processed By:			

I/We have read and agree to be bound by the terms and conditions of trade as printed overleaf or attached. I/We warrant to Atlas Gentech (NZ) Limited that the above information and any other provided financial statements is to the best of my/our knowledge, information and belief true and correct and that such information is provided for the purpose of inducing Atlas Gentech (NZ) Limited to extend credit to the above-named Applicant for the purchase of products, software and/or services. I/we am/are duly authorised to enter into this application and future contracts on behalf of the Customer. I/we also acknowledge that pursuant to the personal guarantee contained in the terms and conditions of trade that, where relevant, I/we am/are also signing this application form in my/our personal capacity. Atlas Gentech (NZ) Limited reserves the right to decline credit to any Applicant.

If the Applicant is a company then this application form must be signed by a director of the company.

Signed: _____

Date: _____

We would like the following company contacts added to the Atlas Gentech electronic database to receive specials, tech updates, product releases etc.

Contact Name	Position	Mobile	Email	Receive EDM's
_____	_____	_____	_____	☐
_____	_____	_____	_____	☐
_____	_____	_____	_____	☐
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_____	_____	_____	_____	☐
_____	_____	_____	_____	☐

Approved by:

Name _____

Position _____

Signature _____

Date _____

TERMS & CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1 "Atlas Gentech (NZ) Limited" shall mean Atlas Gentech (NZ) Limited, or any agents or employees thereof.
- 1.2 "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing products and services from Atlas Gentech (NZ) Limited.
- 1.3 "Products" shall mean:
 - 1.3.1 all Products of the general description specified on the front of this agreement and supplied by Atlas Gentech (NZ) Limited to the Customer; and
 - 1.3.2 all Products supplied by Atlas Gentech (NZ) Limited to the Customer; and
 - 1.3.3 all inventory of the Customer that is supplied by Atlas Gentech (NZ) Limited; and
 - 1.3.4 all Products supplied by Atlas Gentech (NZ) Limited and further identified in any invoice issued by Atlas Gentech (NZ) Limited to the Customer, which invoices are deemed to be incorporated into and form part of this agreement; and
 - 1.3.5 all Products that are marked as having been supplied by Atlas Gentech (NZ) Limited or that are stored by the Customer in a manner that enables them to be identified as having been supplied by Atlas Gentech (NZ) Limited; and
 - 1.3.6 all of the Customer's present and after-acquired Products that Atlas Gentech (NZ) Limited has performed work on or to or in which goods or materials supplied or financed by Atlas Gentech (NZ) Limited have been attached or incorporated.
 - 1.3.7 The above descriptions may overlap but each is independent of and does not limit the others.
- 1.4 "Products" shall also mean all products, goods, software, services and advice provided by Atlas Gentech (NZ) Limited to the Customer and shall include without limitation the supply of security products and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Products by Atlas Gentech (NZ) Limited to the Customer.
- 1.5 "Price" shall mean the cost of the Products as agreed between Atlas Gentech (NZ) Limited and the Customer and includes all disbursements eg charges Atlas Gentech (NZ) Limited pay to others on the Customer's behalf subject to clause 3.1 of this contract, but shall exclude any applicable Goods & Services Tax which the Products may be subject to and any freight charges that the Customer shall be liable for.

2. ACCEPTANCE

- 2.1 Any instructions received by Atlas Gentech (NZ) Limited from the Customer for the supply of Products or the receipt of Products by the Customer shall constitute a binding contract and acceptance of the terms and conditions contained herein. These terms and conditions apply to all sales of Products by Atlas Gentech (NZ) Limited and shall prevail over any terms or conditions referred to in the Customer's order (if any) or in correspondence or elsewhere unless specifically agreed to in writing by Atlas Gentech (NZ) Limited and expressed to form part of the contract and any conditions or stipulations to the contrary are hereby excluded or rejected.

3. COLLECTION AND USE OF INFORMATION

- 3.1 The Customer authorises Atlas Gentech (NZ) Limited to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract, or marketing any Products provided by Atlas Gentech (NZ) Limited to any other party.
- 3.2 The Customer authorises Atlas Gentech (NZ) Limited to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the Customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.
- 3.4 Upon Atlas Gentech (NZ) Limited's request at any time, the Customer shall provide Atlas Gentech (NZ) Limited, within ten (10) business days, the Customer's most current regularly-prepared financial statements, including, without limitation, a full and complete statement of the Customer's current assets and liabilities.

4. PRICE

- 4.1 Subject always to clause 4.2 of this agreement, where no price is stated in writing or agreed to orally the

Products shall be deemed to be sold at the current amount as such Products are sold by Atlas Gentech (NZ) Limited at the time of the contract.

- 4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Products that is beyond the control of Atlas Gentech (NZ) Limited between the date of the contract and delivery of the Products, including but not limited to, any increase in the cost of raw materials or labour, and any variation in exchange rates.

5. PAYMENT

- 5.1 Payment for Products shall be made in full on or before the 20th day of the month following the date of the invoice ("the due date").
- 5.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.3 Any expenses, disbursements and legal costs incurred by Atlas Gentech (NZ) Limited in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.
- 5.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- 5.5 Upon approval of the Customer's credit account application, Atlas Gentech (NZ) Limited, in its sole and absolute discretion, will assign the Customer a maximum credit line and shall have the right to increase, decrease, modify, suspend, cancel or terminate the Customer's credit privileges or to require guarantees, security, or payment at any time without prior notice to the Customer, except as otherwise provided by law.

6. QUOTATION

- 6.1 Where a quotation is given by Atlas Gentech (NZ) Limited for Products:
 - 6.1.1 Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
 - 6.1.2 The quotation shall be exclusive of goods and services tax and any freight charges that the Customer shall be liable for, unless specifically stated to the contrary;
 - 6.1.3 Atlas Gentech (NZ) Limited reserve the right to alter the quotation because of circumstances beyond its control.
 - 6.1.4 Any quotation issued by Atlas Gentech (NZ) Limited shall always be subject to the terms of this agreement.
- 6.2 Where Products are required in addition to the quotation the Customer agrees to pay for the additional cost of such Products.

7. RISK

- 7.1 The Products remain at Atlas Gentech (NZ) Limited's risk until delivery to the Customer.
- 7.2 Delivery of Products shall be deemed complete when Atlas Gentech (NZ) Limited gives possession of the Products directly to the Customer or possession of the Products is given to a carrier, courier, or other bailee for purposes of transmission to the Customer.
- 7.3 The time agreed for delivery shall not be an essential term of this contract.

8. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

- 8.1 Title in any Products supplied by Atlas Gentech (NZ) Limited passes to the Customer only when the Customer has made payment in full for all Products provided by Atlas Gentech (NZ) Limited and of all other sums due to Atlas Gentech (NZ) Limited by the Customer on any account whatsoever. Until all sums due to Atlas Gentech (NZ) Limited by the Customer have been paid in full, Atlas Gentech (NZ) Limited has a security interest in all Products.
- 8.2 If the Products are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Products shall remain with Atlas Gentech (NZ) Limited until the Customer has made payment for all Products, and where those Products are mixed with other property so as to be part of or a constituent of any new Products, title to these new Products shall be deemed to be assigned to Atlas Gentech (NZ) Limited as security for the full satisfaction by the Customer of the full amount owing between Atlas Gentech (NZ) Limited and Customer.
- 8.3 The Customer gives irrevocable authority to Atlas Gentech (NZ) Limited to enter any premises occupied

by the Customer or on which Products are situated at any reasonable time after default by the Customer or before default if Atlas Gentech (NZ) Limited believes a default is likely and to remove and repossess any Products and any other property to which Products are attached or in which Products are incorporated. Atlas Gentech (NZ) Limited shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. Atlas Gentech (NZ) Limited may either resell any repossessed Products and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Products and credit the Customer's account with the invoice value thereof less such sum as Atlas Gentech (NZ) Limited reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.

- 8.4 Where Products are retained by Atlas Gentech (NZ) Limited pursuant to clause 8.3 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.

- 8.5 The following shall constitute defaults by the Customer:

- 8.5.1 Non payment of any sum by the due date.
- 8.5.2 The Customer intimates that it will not pay any sum by the due date.
- 8.5.3 Any Products are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Products.
- 8.5.4 Any Products in the possession of the Customer are materially damaged while any sum due from the Customer to Atlas Gentech (NZ) Limited remains unpaid.
- 8.5.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distrains against any of the Customer's assets.
- 8.5.6 A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.
- 8.5.7 Any material adverse change in the financial position of the Customer.

- 8.6 The Customer shall execute and deliver to Atlas Gentech (NZ) Limited, at any time and from time to time, all agreements, instruments, documents and other written matter that Atlas Gentech (NZ) Limited may request, in form and substance acceptable to Atlas Gentech (NZ) Limited, to perfect and maintain perfected Atlas Gentech (NZ) Limited's priority security interest and lien in and to the Products and/or other lien or bond rights provided herein, and to otherwise consummate the transactions contemplated by this clause.

9. PAYMENT ALLOCATION

- 9.1 Atlas Gentech (NZ) Limited may in its discretion allocate any payment received from the Customer towards any invoice that Atlas Gentech (NZ) Limited determines and may do so at the time of receipt or at any time afterwards and on default by the Customer may reallocate any payments previously received and allocated. In the absence of any payment allocation by Atlas Gentech (NZ) Limited, payment shall be deemed to be allocated in such manner as preserves the maximum value of Atlas Gentech (NZ) Limited's purchase money security interest in the Products.

10. DISPUTES AND RETURN OF PRODUCTS

- 10.1 No claim relating to the Products will be considered unless made within forty-five (45) days of delivery.
- 10.2 No Products will be accepted for return without prior approval of Atlas Gentech (NZ) Limited. A 15% restocking fee may apply. Any Products considered for return must be in original packaging and undamaged.
- 10.3 All products returned must be accompanied by original invoice or packing slip.

11. LIABILITY

- 11.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Atlas Gentech (NZ) Limited which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Atlas Gentech (NZ) Limited, Atlas Gentech (NZ) Limited's liability shall, where it is allowed,

be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.

11.2 Except as otherwise provided by clause 11.1 Atlas Gentech (NZ) Limited shall not be liable for any loss or damage of any kind whatsoever, arising from the supply of Products by Atlas Gentech (NZ) Limited to the Customer including incidental, consequential, indirect loss, punitive or other special damages, including lost or corrupt data, lost revenues or lost profits, whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Products provided by Atlas Gentech (NZ) Limited to the Customer, even if the loss or damage was foreseeable or Atlas Gentech (NZ) Limited may have been advised of the possibility of such damages.

11.3 The Customer shall indemnify and keep Atlas Gentech (NZ) Limited and its affiliates indemnified against any claim or liability (including reasonable legal fees and expenses on a full indemnity basis) arising from or in connection with any breach or non-compliance with any of its covenants, representations, undertakings or obligations under these terms and conditions.

11.4 Without prejudice to clauses 11.1 and 11.2 above, Atlas Gentech (NZ) Limited's maximum aggregate liability (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer whether for tort (including negligence or breach of statutory duty), breach of contract (including deliberate, repudiatory breach by Atlas Gentech (NZ) Limited), misrepresentation, restitution or otherwise shall in no circumstances exceed the purchase price of the relevant Products which give rise to such liability, as determined by the net price invoiced to the Customer.

12. WARRANTY

12.1 Manufacturer's warranty applies where applicable, provided that any warranty does not cover normal wear and tear and shall not apply to the Products which have been subjected to misuse or abuse, neglect, accident, damage, improper storage, improper installation, use or maintenance, or a malfunction caused by any equipment or software not provided by Atlas Gentech (NZ) Limited. This is the only warranty provided by Atlas Gentech (NZ) Limited for the Products. This warranty is conditioned upon the Customer providing Atlas Gentech (NZ) Limited prompt written notice of the Product's failure to perform in accordance with its specifications.

12.2 Atlas Gentech (NZ) Limited makes no warranty, representation or guarantee that any Product's use or performance, or that the operation of the Products will be fail-safe, uninterrupted or free from error or defects, free from cyber threats or events or be compatible with any other product, software or system. The Customer agrees to be bound by and comply with and ensure that its customers comply, at all times, with any license terms pertaining to Products sold by Atlas Gentech (NZ) Limited to it.

12.3 Subject to clauses 12.1 and 12.2, if the Products do not comply with the manufacturer's warranties, the Customer's exclusive remedy and Atlas Gentech (NZ) Limited's sole obligation and liability for any warranty failure or breach including breach of warranty or consumer guarantee that cannot be excluded by law is for Atlas Gentech (NZ) Limited, at its option, to replace or repair such Products free of charge or refund the price of such Products provided that, if Atlas Gentech (NZ) Limited so requests, the Customer shall, at the Customer's expense, return the Products or the part of such Products which is defective to Atlas Gentech (NZ) Limited.

12.4 Except for the warranty above, Products are provided "as is". Unless otherwise stated above and to the fullest extent permitted by law, Atlas Gentech (NZ) Limited does not make any other representations or warranties of any kind regarding the Products and they disclaim all other obligations and liabilities, either express or implied, including but not limited to the implied warranties of merchantability, quality, fitness for a particular purpose, title or non-infringement. The entire risk arising out of the use or performance of the

Products remains with the Customer. The Products may contain or be integrated with independent third-party products and rely on them to perform certain functionality. Atlas Gentech (NZ) Limited makes no warranty as to the operation of any third-party products or the accuracy of any third-party information.

12.5 The Customer acknowledges that Products may fail and is not designed, developed, tested, licensed or intended for use in the design, construction, operation, maintenance, security or protection of High Risk Facilities. Atlas Gentech (NZ) Limited has no responsibility for, and the Customer indemnifies and holds harmless Atlas Gentech (NZ) Limited from all claims, suits, demands, proceedings, liability, losses, damages, penalties, judgements, awards, expenses including legal costs and expenses on a full indemnity basis arising from or in connection with the Customer's use, deployment and/or sale of Products in relation to High Risk Facilities. "High Risk Facilities" means a facility that requires extra safety functionalities such as fail-safe, fault tolerant performance features to maintain 100% security where it is reasonably foreseeable that failure or compromise of security system to the facility could lead to death, personal injury or catastrophic property damage which may include but are not limited to critical infrastructure, industrial plants, manufacturing facilities, direct life support devices, aircrafts, trains, boats or other transportation vehicles, vehicle navigation or communications systems, air traffic control, weapons systems or facilities, nuclear facilities, power plants, medical systems and facilities and transportation facilities.

13. CONSUMER GUARANTEES ACT

13.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Products from Atlas Gentech (NZ) Limited for the purposes of a business in terms of section 2 and 43 of that Act.

14. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

14.1 If the Customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for Atlas Gentech (NZ) Limited agreeing to supply Products and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to Atlas Gentech (NZ) Limited the payment of any and all monies now or hereafter owed by the Customer to Atlas Gentech (NZ) Limited and indemnify Atlas Gentech (NZ) Limited against non-payment by the Customer. Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

15. CANCELLATION

15.1 Atlas Gentech (NZ) Limited shall, without any liability, and without any prejudice to any other right it has in law or equity, have the right by notice to suspend or cancel in whole or in part any contract for the supply of Products to the Customer if the Customer fails to pay any money owing after the due date or the Customer commits an act of bankruptcy as defined in section 19 of the Insolvency Act 1967.

15.2 Any cancellation or suspension of this agreement shall not affect Atlas Gentech (NZ) Limited's claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of this contract or the Customer's obligations to Atlas Gentech (NZ) Limited under this contract.

16. MISCELLANEOUS

16.1 Atlas Gentech (NZ) Limited shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

16.2 Failure by Atlas Gentech (NZ) Limited to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Atlas Gentech (NZ) Limited has under this contract.

16.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

16.4 These terms and conditions are governed by the laws of New Zealand and any dispute arising hereunder shall be subject to the exclusive jurisdiction of the courts in Auckland.

16.5 The Customer shall immediately notify Atlas Gentech (NZ) Limited of any agreement to sell or otherwise transfer ownership or possession of more than 20% of the assets or business of the Customer, or to sell more than 20% of the capital stock or other ownership interest of the Customer.

16.6 Products may be subject to export controls under the laws, regulations and/or directive of the United States and other countries, in which case, these Products are only authorized for use (e.g., via a government-approved and issued export license, which the Customer must obtain) by the ultimate end-user in the destination identified in the transaction documents between Atlas Gentech (NZ) Limited and the Customer. The Customer will not export, re-export or transfer, or cause a deemed export or re-export of the Products (in their original form or after being incorporated into other items) to any county or person to which/whom export, re-export or transfer (actual or deemed) is prohibited without first obtaining all required authorizations or licenses. To the extent permitted by law, the Customer will indemnify and hold Atlas Gentech (NZ) Limited harmless from any loss or damage arising from its violation of any such laws, rules, and regulations. Furthermore, the Customer will not use, transfer or access any Products or services for end use relating to any nuclear, chemical or biological weapons, or missile technology unless authorized by the manufacturer and the U.S. Government by regulation or specific license