

Account Form



CREDIT ACCOUNT APPLICATION FORM

ATLAS GENTECH (NZ) LIMITED

76 Carbine Road, Mt Wellington, Auckland 1060, New Zealand • Private Bag 14927, Panmure, Auckland 1741, New Zealand
Telephone: +64 9 574 2700 or Freephone 0800 732 637 • Fax: +64 9 573 5055

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: _____

Telephone: _____ Fax: _____

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: _____

IF LIMITED LIABILITY COMPANY (address of Registered Office): _____

Date of Incorporation: _____ Incorporation No.: _____

Shareholders Funds: _____ Paid Up: _____

FINANCIAL & PROFESSIONAL ADVISORS:

Accountant: _____ Solicitor: _____

Bank: _____ Branch: _____

TRADE REFERENCES:

COMPANY	CONTACT NAME	PHONE NUMBER	ACCOUNT OPEN SINCE

General Description of Goods/Products/Services to be Provided:

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 is to the best of my/our knowledge, information and belief true and correct and that 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.

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

Signed: _____ Print Name: _____

Designation: _____

Dated this: _____ Day of: _____

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 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, 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 4 of this contract.

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.

4. PRICE

- 4.1 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.

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.

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 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.
- 6.2 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' 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.

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' 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' 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:
 - 11.2.1 Any loss or damage of any kind whatsoever, arising from the supply of Products by Atlas Gentech (NZ) Limited to the Customer including consequential loss 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; and
 - 11.2.2 The Customer shall indemnify Atlas Gentech (NZ) Limited against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Atlas Gentech (NZ) Limited or otherwise, brought by any person in connection with any matter, act, omission, or error by Atlas Gentech (NZ) Limited its agents or employees in connection with the Products.
- 11.3 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 or maintenance.
- 12.2 Atlas Gentech (NZ) Limited makes no warranty that any software will operate uninterrupted or error-free.
- 12.3 Subject to clauses 12.1 and 12.2, if the Products do not comply with the manufacturer's warranties, Atlas Gentech (NZ) Limited shall at its option 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. The Customer's exclusive remedy for Atlas Gentech (NZ) Limited's breach of the warranties under this clause 12 will be the obligation to repair, replace or refund (in all cases at Atlas Gentech (NZ) Limited's option).

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' 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.

Guarantee & Indemnity



IN CONSIDERATION of Atlas Gentech (NZ) Limited ("the seller") supplying and continuing to supply goods and /

or services to _____ ("the buyer") I/WE JOINTLY AND SEVERALLY:

1. GUARANTEE the payment on demand to the seller of all moneys now owing to the seller by the buyer and all further sums of money from time to time owing to the seller by the buyer in respect of goods and services supplied or to be supplied by the seller to the buyer or any other liability of the buyer to the seller.
2. HOLD HARMLESS AND INDEMNIFY the seller on demand, as a separate obligation, against any liability (including but not limited to damages, costs, losses and legal fees) incurred by or assessed against the seller in connection with:
 - the supply of goods or services to the buyer; or
 - the recovery of moneys owing to the seller by the buyer including the enforcement of this guarantee; or
 - moneys paid by the seller with the buyer's consent in settlement of a dispute that arises or results from a dispute between, the seller, the buyer, and a third party, or any combination thereof, over the supply of goods or services by the seller to the buyer.
3. ACKNOWLEDGE this guarantee and indemnity shall constitute an unconditional and continuing guarantee and indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to the seller by the buyer and all obligations herein have been fully paid, satisfied and performed.
4. FURTHER ACKNOWLEDGE that no granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the seller's part (whether in respect of the buyer or any one or more of any other guarantor(s) or otherwise) and no failure by any named guarantor to properly execute this deed shall impair or limit the liability under this Guarantee and indemnity of any guarantor. Without affecting the buyer's obligations to the seller, each guarantor shall be a principal debtor and liable to the seller accordingly.
5. I/We irrevocably authorise the seller to obtain from any person or company any information which the seller may require for credit reference purposes. I/We further irrevocably authorise the seller to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this guarantee and any subsequent dealings that I/we may have with the seller as a result of this guarantee being actioned by the seller.
6. I/We further acknowledge that the above information is to be used by the seller for all purposes in connection with the seller considering this guarantee and the subsequent enforcement of the same.

GUARANTOR - 1

SIGNED: _____

Full Name: _____

Present Address: _____

SIGNATURE OF WITNESS: _____

Name of Witness: _____

Occupation: _____

Present Address: _____

EXECUTED as a deed this

Day of

20 .

GUARANTOR - 2

SIGNED: _____

Full Name: _____

Present Address: _____

SIGNATURE OF WITNESS: _____

Name of Witness: _____

Occupation: _____

Present Address: _____

EXECUTED as a deed this

Day of

20 .

- Note:
1. If the Buyer is a sole trader or partnership, the guarantor(s) should be some other suitable person(s).
 2. If the Buyer is a company the guarantor(s) should be a director and/or shareholder.