

APPLICATION FOR CREDIT

To Apply for Credit Complete and Return this Form to LINKIT

Please read the attached LINKIT Terms of Business, complete the following details and return by post to LINKIT, PO Box 1661, Paraparaumu Beach, Wellington. FAX COPIES ARE NOT ACCEPTABLE.

Registered Name of Business or Company

Is the Business or Company owned by a Nominee Company: Yes No

If Yes, give Registered Name:

Company. Reg No / ABN / CAN: Website Address:

If the Business is a Company provide Directors' names and addresses:

Name Telephone Number

Address

Name Telephone Number

Address

Name Telephone Number

Address

If the Business is a Sole Trader or Partnership provide names and addresses of Proprietor or Partners:

Name

Address

Telephone Number

Name

Address

Telephone Number

Name

Address

Telephone Number

Trading Address

Telephone Number Fax Number

Postal Address

Registered Address

Commencement Date of Business

Nature of Business Activities

Affiliated or Parent Companies: (1)

(2)

Bankers Branch

Length of Association with Bankers

If Applicable, Previous Business Name

Previous Business Address

Trade References (Please supply three trade references consistent with the level of credit requested):

Name	<input type="text"/>	Telephone Number	<input type="text"/>
Address	<input type="text"/>		
Name	<input type="text"/>	Telephone Number	<input type="text"/>
Address	<input type="text"/>		
Name	<input type="text"/>	Telephone Number	<input type="text"/>
Address	<input type="text"/>		

Anticipated Volume of Purchases Monthly \$

Name of Person Authorising Payment of Accounts	<input type="text"/>	Email Address	<input type="text"/>
Name of Person Responsible for Accounts Payable	<input type="text"/>	Email Address	<input type="text"/>

The above information is for the purpose of obtaining commercial credit and is warranted to be true and correct. If Link Information Technologies Limited (LINKIT) considers it relevant to assessing my / our application for commercial credit, I / we agree to LINKIT obtaining from a credit reporting agency a credit report containing personal credit information about me / us in relation to commercial credit provided by LINKIT. Furthermore, I / we agree that LINKIT may give to and seek from any credit providers named in this credit application and any credit providers that may be named in a credit report issued by a credit reporting agency information about my / our credit arrangements. I / We understand that this information can include any information about my / our worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.

I / We understand the information may be used for the following purposes:

- (a) To assess an application by me / us for credit.
- (b) To notify other credit providers of a default by me / us.
- (c) To exchange information with other credit providers as to the status of this account where I am in default with other credit providers.
- (d) To assess my / our credit worthiness.

Please Note: LINKIT only offer 14 Day credit terms.
Other terms will be specifically quoted according to the level of business, currency and preferred delivery method.

TERMS AND CONDITIONS OF BUSINESS

Unless otherwise agreed **LINK IT** is the trading name of **LINK Information Technologies Limited** hereafter called "the Company" the following terms and conditions shall apply of goods information and services called "the Products" by the Company.

1 Applicability:

The conditions set out below shall apply to all contracts made with the Seller and with the person purchasing ("Buyer") and shall not be deemed or constructed to be modified, amended, rescinded or waived in whole or in part except with the written amendment by the parties hereto.

2 Acceptance

Acceptance of delivery of any goods will be deemed to be acceptance by the buyer of these Terms and Conditions, notwithstanding anything that may be stated to the contrary in the buyers' enquiries or on the Buyers orders.

3 Quotations

Quotations shall apply for a period of thirty (30) days from the date thereof or as otherwise stated. They are based upon current material and procurement costs and variations to these costs shall be to the Buyers account. Upon acceptance of the Seller's quotation these terms and conditions shall be deemed to be absolutely accepted under these terms of supply, notwithstanding anything contained within the Buyers order. The Seller's quotation shall be deemed to interpret correctly the Buyers specifications. Variations in costs, duties or subsequent alterations to the Buyers account. Goods and services tax or tax of a similar nature, if any, will be an extra charge.

4 Delivery

The Delivery Date while given in good faith should be regarded as estimates only. The Company will only accept liability for delay in delivery if specifically agreed in writing and under no circumstances will cause beyond the control of the Company including, but not being limited to fire, explosions, tempests, strikes, lockouts, inability to procure materials, loss or damage or delay in transit or the action of any government. Delay by the buyer in furnishing information such as operating frequencies may result in delay in delivery of the Products. Place of Delivery shall be specified in this quotation. Where nothing is specified delivery shall take place ex works.

5 Payment

Payment in full is expected nett fourteen (14) days from date of invoice, unless special terms or conditions are indicated in the quotation. If any moneys payable under this agreement, excluding these amounts in dispute, are not received by the due date, you agree to pay all debt recovery fees incurred by the company in seeking to recover payment from you, including all legal costs on a full solicitor-client basis.

That you authorise the company to use or disclose information about you for the purposes of enforcing the terms and conditions set out herein and for the purposes of recovering amounts owing by you to the company. You also authorise other individuals or organisations to release information about you to us for the same purposes.

6 Risk

The risk in the goods shall pass to you upon delivery. You agree to have sufficient insurance to cover the goods from delivery.

7 Security

The buyer grants to the company a security interest in all the buyers present and after acquired information technology equipment, together with all apparatus and accessions associated with any such information technology equipment. Security is registered on the PPSR site. www.ppsr.govt.nz

8 Installation and Maintenance Costs

Quotations are exclusive of installation, support and maintenance costs unless otherwise stated.

9 Foreign Exchange:

Applicable rates or prices are given in New Zealand Dollars unless otherwise stated. Prices quoted for overseas sourced goods not in stock at the time of the Buyer placing an order are based on rates published by the Seller's Banker (Selling Rate) as at the date upon which such a price is given and any subsequent variation of such rates at the dates of invoicing to the Sellers by the Sellers Supplier will be to the Buyers account.

10 Validity

The terms of this quotation are held firm for a period of Thirty (30) days unless otherwise stated herein.

11 Cancellation

Notwithstanding any other agreements as to the terms of payments, the total purchase price shall immediately come due and payable and the seller shall have the right to forthwith cancel this contract (without prejudice to any other of its rights) upon the occurrence of any of the following events
a) if the Buyer ceases or threatens to cease to carry on business
b) if the Buyer enters into any negotiations for any arrangement or composition with its creditors
c) if the Buyer is unable to pay its debts (including contingent liabilities) as they fall due;
d) If the Buyer shall become bankrupt or goes into liquidation.

12 Warranty:

The only warranty applicable to the goods and /or services invoiced herewith in the written warranty as included in the sellers quotation or handed over at on delivery of the goods and is to the exclusion of all warranties, conditions and liabilities expressed or implied statutory or otherwise. Provided that the Seller may at its discretion repair, replace or refund the price paid by the Buyer for the defective goods provided that the Buyer acknowledges that in no event will the Seller be liable for any property damage, personal injury, cost or expense, consequential or contingent loss or damage incurred by the Buyer or a third party as a result of the negligence or otherwise or its servants or agents and in any event the liability of the Seller shall not exceed the price paid by the Buyer for the goods. The Seller warranty shall not cover improper use of the Products.

13 Returned goods

Returned goods will not be accepted without prior written approval of the Seller.

14 Claims:

Advice by the Buyer that they have been invoiced for the goods not received must be given within fourteen days from the date of invoice. All claims of any nature must be accompanied by particulars of the claim and by invoice and delivery details. Where the Buyer is using the Sellers insurance cover and the Buyers loss or damage falls within the terms of such cover then the Seller will make good any loss upon receipt by the Seller

15 Limitation of Liability

The warranty given in clause (11) is the only warranty given by the Company and all other warranties whether implied by statute or otherwise are hereby excluded. The company does not accept any form of Consequential damages.

16 Damage Loss or Delay in Transit

Where Delivery is made ex works the Company does not accept any liability for damage, loss or delay of the Products in transit.

17 Shortage

All claims by the Buyer that the Products were delivered short must be made in writing within seven (7) days of receipt of the delivery in question.

18 Oral Instructions

The Buyer acknowledges that all terms and conditions of the Contract are set out hereon superseding all previous terms and conditions. The Company shall not be bound to carry out oral instructions alleged to have been given to or oral statements or representations alleged to have been given made by mutual consent and on terms which indemnify the Company against all loss.

19 Severability

Any contract entered into by the Company shall be regarded as severable in the event of the Products being of different kinds or the contract providing for delivery by installments. Each and every delivery of separate items under the contract shall be regarded as being made under a separate contract and damages arising from any alleged breach of contract shall be limited accordingly.

20 Law

The contract formed by the Buyer's acceptance of this quotation shall be formed, construed and shall take effect in accordance with the laws of New Zealand.

21 Notices

Any notice or other communication sent to the Customer shall be deemed to be delivered if sent to the Customer's address last known to be the Company.

I on behalf of being duly authorized to apply for credit from LINKIT do agree to be bound by the terms and conditions as stated in Page 3 of this application which I / We have read and fully understand. In the event of this credit account being placed in the hands of a debt collector or solicitor for formal demand and collection of any monies outstanding then it is agreed that this company / business (if Nominee Company, directors do jointly and severally agree to guarantee any amount owing and pay all costs as follows) will pay all fees and disbursements which may be levied by that debt collector / solicitor.

Signed: Position: Date:

Witnessed by: Signature: Date:

Signed: Position: Date:

Witnessed by: Signature: Date:

Please initial all pages at bottom right.