

Eftpos and Retail

Solutions

Credit Account Application Form for Eftpos and Retail Solutions Ltd and/or Related Businesses

Legal Name	Co Number.....
Trading As	T/O.....
Delivery Address	GST Number
.....	
Postal Address.....	
Phone () Fax () Email	
Insurance Company	

Contacts	<i>Purchasing</i>	<i>Accounts</i>
Name
Email

Ownership (full names and addresses of owners/partners/shareholders/directors)

1 Name

Address.....

Date of Birth

2 Name

Address.....

Date of Birth

Trade/Credit References

	<i>Company Name</i>	<i>Name</i>	<i>Phone</i>
1
2

Credit Card Payment Details Visa / MasterCard / Bartercard

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Name on Card

Expiry CSC Code Signature

- I/We, apply for a Credit Account and have read, understood and agreed to the Terms and Conditions of Sale (*page 2*).
- The Customer, its directors (where applicable) and authorised officers irrevocably agree to stand as surety and Guarantor for all debts arising under this agreement, and to stand jointly and severally as principal debtors in the event of non-payment by the Customer.

Name Position

Signature/s Date

(Authorised Signatory for Customer)

Standard Terms and Conditions of Sale

1. Preliminary

- The placement of any order is deemed acceptance by the Customer (which shall hereinafter include purchasers and their successors or assigns, of goods and/or services from **Eftpos and Retail Solutions Ltd**, shall be deemed to be irrevocable acceptance of these conditions.

2. Definitions

- "Supplier" means Eftpos and Retail Solutions Ltd, Paul Adams and/or a related business.
- "Customer" means the person, firm or company buying goods and/or services from the Supplier.
- "Contract" means the contract between the Supplier and the Customer purchasing goods and/or services.

3. Payment

- Payment shall be made by the Customer so that it is received by the Supplier no later than **7 (seven) days** following the invoice date, without any deduction or set-off.
- Interest on overdue invoices shall accrue daily from the date when payment becomes due until the date of payment, at a rate of 1.95% per calendar month. If the Customer defaults in payment of any invoice when due, the Customer shall be responsible for paying all costs and disbursements incurred by the Supplier in pursuing the debt, including legal and collection costs. If any account remains overdue after thirty (30) days, then an amount shall be levied for administration fees, which will be the greater of \$25.00 or 10% of the overdue balance per month, up to a maximum of \$500.00.
- The Supplier reserves the right not to extend any further credit on overdue accounts. If at any time the Customer is in breach of any obligation (including those relating to payment), the Supplier may suspend or terminate the supply of Goods to the Customer and any of its other obligations under the terms and conditions. The Supplier will not be liable to the Customer for any loss or damage the Customer suffers because the Supplier has exercised its rights under this clause. In the event that the Customer's payment is dishonoured for any reason, the Customer shall be liable for any dishonour fees incurred by the Supplier.
- Every statement from the Supplier to the Customer, which is an incorporated company, is a STATUTORY DEMAND pursuant to s263 of the Company's Act 1955 and s289 of the Company's Act 1993. Take notice that if the Customer neglects or fails to pay the said sum, or fails to enter into a compromise with the Supplier, or fails to give a charge over its property to secure payment of the debt within 21 (twenty-one) days, or such longer period as the court may order, then the Supplier may apply to the High Court for an order to wind up the Customer's company.
- The Customer, its directors (where applicable) and authorised officers irrevocably agree to stand as surety and Guarantor for all debts arising under this agreement, and to stand jointly and severally as principal debtors in the event of non-payment by the Customer.

4. Liability

- All liability of the Supplier shall be limited to the value of the goods and/or services supplied within the 30 (thirty) days preceding any claim by the Customer and all claims for replacement, repair, return, or misdelivery shall be made in writing to the Supplier within 10 (ten) working days of supply.
- The Supplier shall not be liable in any way whatsoever for any consequential loss, damages, or claim arising from the use to which the goods are put or intended to be put.

5. Retention of Title

- Without prejudice to the liability of the Customer to pay for goods and/or services supplied, such goods shall remain the property of the Supplier as legal and equitable owner pending cleared payment in full of all moneys due under this contract or in respect of any other debt owed by the Customer to the Supplier.
- The Supplier retains a general lien on all goods and any proceeds of sale of its goods in the Customer's possession. Until payment in full, the Supplier shall be entitled to retake possession of any goods.
- The Customer grants the Supplier an irrevocable right to enter at any time any premises or place where the goods are held or thought to be held and to remove the goods. The Supplier may then resell the goods and retain the proceeds of such sale. Any shortfall shall be a debt owed by the Customer to the Supplier.
- The Customer will not grant or seek to grant a security over equipment rented and owned by the Supplier or the Supplier's finance company to any third party.

6. Delivery

- The Supplier will not be responsible for any delay in delivery, nor will the Customer be entitled to cancel any orders because of any delay in delivery.
- Dates given for delivery are given in good faith, but are not to be treated as a condition of the sale.
- Delivery by the Supplier or to a nominated carrier, shall be deemed to be delivery to the customer.
- The risk in the goods shall pass to the Customer when the Supplier has delivered such goods.

7. Quotations

- Quotations given by the Supplier are valid for 14 (fourteen) days.
- The Supplier may withdraw any quotation before acceptance.

8. Warranty and Service

- The Supplier will extend any manufacturer's warranty to the Customer for new equipment. This is normally 12 (twelve) months for new Eftpos and Cash Registers and 90 (ninety) days for second hand equipment, unless the Customer purchases an Extended Warranty to a maximum of 36 (thirty six) months.
- Standard warranty is on a Return to Base basis. Service will be provided on a "next business day/best effort" basis, Monday to Friday, 8.30 a.m. to 5.30 pm, unless an optional On-Site Service facility is purchased by the Customer.
- Product Warranty excludes improper installation or use, or faults caused by physical damage or external conditions including but not limited to; impact, power surge or liquid damage. The Customer is responsible for any damage and in the event of a dispute, a report from the manufacturer or their authorised New Zealand repair agent shall be final.

9. Returns

- No goods shall be returned by the Customer, without the prior written approval from the Supplier. In addition, a re-stocking fee may apply.

10. Severance

- In the event of any term or provision of this contract being held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision.

11. Governing Law

- No dispute between the parties shall be subject to arbitration but shall be subject to New Zealand law and tried in a Court in New Zealand.

12. Privacy Act 1993

- Where the Customer is an individual, the authorities in this agreement are authorities or consents for the purposes of the Privacy Act 1993.
- The Customer authorises the Supplier to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's creditworthiness or marketing products and services to the Customer. The Customer also authorises the Supplier to disclose information about the Customer to any finance company, credit provider or any credit agency for the purposes of providing or obtaining finance, a credit reference, debt collection or notifying a default by the Customer.
- Under the Privacy Act 1993, the Customer shall have the right to request the Supplier for a copy of the information about the Customer retained by the Supplier and the right to request the Supplier to correct any incorrect information about the Customer held by the Supplier.
- The Customer authorises and instructs all referees, including banks, solicitors, and accountants, to disclose any information to the Supplier, or its agents, in order to assist in obtaining payment. The Customer authorises any third parties to disclose to the Supplier any personal information held regarding the Customer.

13. Personal Property Securities Act 1999

- The Customer grants a security interest to the Supplier, or Supplier's nominated finance company, in all goods previously supplied and all after-acquired goods.

14. General

- These conditions are separate to any other terms that the Customer may have with any other related suppliers e.g. Eftpos or Telecommunication networks, Bank or the Supplier's nominated finance and/or service company.
- All Rental, Rent to Own or Loan Applications, are subject to Approval of the Suppliers nominated Finance Company.
- Technology upgrades may be required by the Customer's bank and/or Eftpos network, such upgrades may incur a fee and/or require a change or alteration to the existing finance contract or terms. All Eftpos have a separate Service Fee to cover ongoing Software Development/Upgrades.
- The Customer will insure all equipment for the duration of the rental contract and will notify the Supplier of any change of insurance.
- Goods or Services acquired by the Customer for business purposes, are not covered by the Consumer's Guarantee Act 1993.
- A SIM card issued by ERS, remains the property of ERS and is only intended for limited data use by an Eftpos terminal, additional data chargers may apply.
- The Customer consents to the Supplier using information supplied to meet AML/CFT checks.