

PULSE IT LIMITED

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ACCOUNT APPLICATION FORM

ENTITY DETAILS:

APPLICANT'S FULL LEGAL NAME (i.e. not trading name): ("the Client")

(Please tick) Sole Trader Individual Partnership Ltd Company Other (please state):

Trading as: Postal Address:

Physical Address: Email:

Nature of Business: Years in Business:

Telephone: Fax: Date of Birth:

Contact Name & Position:

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

1: Address:

2: Address:

IF LIMITED LIABILITY COMPANY - Address of Registered Office:

Date of Incorporation: Incorporation No:

FINANCIAL & PROFESSIONAL ADVISORS

Shareholders Funds: Paid Up:

Name of Accountant: Solicitor:

Bank: Branch: Acct No:

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 Pulse IT 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 Client. 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.

Signed Print Name Designation

Dated this day of 20.....

TERMS & CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1 "Pulse IT" shall mean Pulse IT Limited, or any agents or employees thereof.
- 1.2 "Client" shall mean the Client, any person acting on behalf of and with the authority of the Client, or any person purchasing products and services from Pulse IT.
- 1.3 "Products" shall mean:
- 1.3.1 all Products of the general description specified on the front of this agreement and supplied by Pulse IT to the Client; and
- 1.3.2 all Products supplied by Pulse IT to the Client; and
- 1.3.3 all inventory of the Client that is supplied by Pulse IT; and
- 1.3.4 all Products supplied by Pulse IT and further identified in any invoice issued by Pulse IT to the Client, 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 Pulse IT or that are stored by the Client in a manner that enables them to be identified as having been supplied by Pulse IT; and
- 1.3.6 all of the Client's present and after-acquired Products that Pulse IT has performed work on or to or in which goods or materials supplied or financed by Pulse IT 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 and Services" shall mean all products, goods, services and advice provided by Pulse IT to the Client and shall include without limitation the supply of hardware and software solutions, all computer engineering, consulting and network services and all charges for time and attendances, hire charges, insurance charges, or any fee or charge associated with the supply of Products and Services by Pulse IT to the Client.
- 1.5 "Price" shall mean the cost of the Products and Services as agreed between Pulse IT and the Client and includes all disbursements eg charges Pulse IT pay to others on the Client's behalf subject to clause 4 of this contract.

2. ACCEPTANCE

- 2.1 Any instructions received by Pulse IT from the Client for the supply of Products and Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

3. COLLECTION AND USE OF INFORMATION

- 3.1 The Client authorises Pulse IT to collect, retain and use any information about the Client, for the purpose of assessing the Client's credit worthiness, enforcing any rights under this contract, or marketing any Products and Services provided by Pulse IT to any other party.
- 3.2 The Client authorises Pulse IT to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the Client 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 and Services shall be deemed to be sold at the current amount as such Products and Services are sold by Pulse IT 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 and Services that is beyond the control of Pulse IT between the date of the contract and delivery of the Products and Services.

5. PAYMENT

- 5.1 Payment for Products and Services 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 Pulse IT in the enforcement of any rights contained in this contract shall be paid by the Client, 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 A deposit may be required.

6. QUOTATION

- 6.1 Where a quotation is given by Pulse IT for Products and Services:
- 6.1.1 Unless otherwise agreed the quotation shall be valid for fourteen (14) 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;
- 6.2 Where Products and Services are required in addition to the quotation the Client agrees to pay for the additional cost of such Products and Services.

7. RISK

- 7.1 The Products and Services remain at Pulse IT's risk until delivery to the Client.
- 7.2 Delivery of Products and Services shall be deemed complete when Pulse IT gives possession of the Products and Services directly to the Client or possession of the Products and Services is given to a carrier, courier, or other bailee for purposes of transmission to the Client.
- 7.3 The time agreed for delivery shall not be an essential term of this contract unless the Client gives written notice to Pulse IT making time of the essence.
- 7.4 Where Pulse IT delivers Products and Services to the Client by instalments and Pulse IT fails to deliver or supply one or more instalments the Client shall not have the right to cancel the contract but shall have the right to claim compensation as a severable breach.

8. AGENCY

- 8.1 The Client authorises Pulse IT to contract either as principal or agent for the provision of Products and Services that are the matter of this contract.
- 8.2 Where Pulse IT enters into a contract of the type referred to in clause 8.1 it shall be read with and form part of this agreement and the Client agrees to pay any amounts due under that contract.

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

- 9.1 Title in any Products and Services supplied by Pulse IT passes to the Client only when the Client has made payment in full for all Products and Services provided by Pulse IT and of all other sums due to Pulse IT by the Client on any account whatsoever. Until all sums due to Pulse IT by the Client have been paid in full, Pulse IT has a security interest in all Products and Services.
- 9.2 If the Products and Services are attached, fixed, or incorporated into any property of the Client, by way of any manufacturing or assembly process by the Client or any third party, title in the Products and Services shall remain with Pulse IT until the Client has made payment for all Products and Services, and where those Products and Services are mixed with other property so as to be part of or a constituent of any new Products and Services, title to these new Products and Services shall be assigned to Pulse IT as security for the full satisfaction by the Client of the full amount owing between Pulse IT and Client.
- 9.3 The Client gives irrevocable authority to Pulse IT to enter any premises occupied by the Client or on which Products and Services are situated at any reasonable time after default by the Client or before default if Pulse IT believes a default is likely and to remove and repossess any Products and Services and any other

property to which Products and Services are attached or in which Products and Services are incorporated. Pulse IT shall not be liable for any costs, damages, expenses or losses incurred by the Client 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. Pulse IT may either resell any repossessed Products and Services and credit the Client'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 Services and credit the Client's account with the invoice value thereof less such sum as Pulse IT reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.

- 9.4 Where Products and Services are retained by Pulse IT pursuant to clause 9.3 the Client 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.
- 9.5 The following shall constitute defaults by the Client:
- 9.5.1 Non payment of any sum by the due date.
- 9.5.2 The Client intimates that it will not pay any sum by the due date.
- 9.5.3 Any Products and Services are seized by any other creditor of the Client or any other creditor intimates that it intends to seize Products and Services.
- 9.5.4 Any Products and Services in the possession of the Client are materially damaged while any sum due from the Client to Pulse IT remains unpaid.
- 9.5.5 The Client is bankrupted or put into liquidation or a receiver is appointed to any of the Client's assets or a landlord distains against any of the Client's assets.
- 9.5.6 A Court judgment is entered against the Client and remains unsatisfied for seven (7) days.
- 9.5.7 Any material adverse change in the financial position of the Client.
- 9.6 If the Credit Repossession Act applies to any transaction between the Client and Pulse IT, the Client has the rights provided in that Act despite anything contained in these terms and conditions of trade.

10. SECURITY INTEREST FOR SERVICE PROVIDERS

- 10.1 The Client gives Pulse IT a security interest in all of the Client's present and after-acquired property that Pulse IT has performed services on or to or in which goods or materials supplied or financed by Pulse IT have been attached or incorporated.

11. PAYMENT ALLOCATION

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

12. DISPUTES AND RETURN OF GOODS

- 12.1 No claim relating to the Products and Services will be considered unless made within seven (7) days of delivery.
- 12.2 No Products will be accepted for return without the prior approval of Pulse IT.

13. LIABILITY

- 13.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Pulse IT 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 Pulse IT, Pulse IT'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.
- 13.2 Except as otherwise provided by clause 13.1 Pulse IT shall not be liable for:
- 13.2.1 Any loss or damage of any kind whatsoever including consequential loss whether suffered or incurred by the Client 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 and Services provided by Pulse IT to the Client; and
- 13.2.2 The Client shall indemnify Pulse IT 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 Pulse IT or otherwise, brought by any person in connection with any matter, act, omission, or error by Pulse IT its agents or employees in connection with the Products and Services.
- 13.3 In particular Pulse IT is not liable for loss of or modification to the Client's electronic data and the Client agrees that the Client is responsible to ensure that they have adequate data back up protection.

14. WARRANTY

- 14.1 Manufacturer's warranty applies where applicable.
- 14.2 Any written warranty that Pulse IT provide to the Client will also form part of these terms and conditions of trade.
- 14.3 No representation, condition, warranty or premise expressed or implied by law or otherwise applies to the Products and Services except where goods are supplied or services provided pursuant to the Consumer Guarantees Act 1993 or except where expressly stated in this contract.

15. COPYRIGHT AND INTELLECTUAL PROPERTY

- 15.1 Pulse IT, owns and has copyright in all work, software, systems, solutions, drawings, designs, specifications, electronic data, source code and documents produced by Pulse IT in connection with the Products and Services provided pursuant to this contract and the client may use the Products and Services only if paid for in full and for the purpose for which they were intended and supplied by Pulse IT.

16. CONSUMER GUARANTEES ACT

- 16.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Client acquires Products and Services from Pulse IT for the purposes of a business in terms of section 2 and 43 of that Act.

17. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

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

18. MISCELLANEOUS

- 18.1 Pulse IT shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 18.2 Failure by Pulse IT 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 Pulse IT has under this contract.
- 18.3 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.
- 18.4 The client shall not assign all or any of its rights or obligations under this contract without the written consent of Pulse IT.
- 18.5 Where these terms and conditions of trade are at variance with the order or instructions from the Client these terms and conditions of trade shall prevail.