

Credit Application Form

Customer Details Companies to complete page one onwards, everyone to complete page two onwards. All relevant sections must be completed.

Company Government Educational Partnership (law & accounting firms only)

Entity name: Company number: Trading name:

Solicitor: Accountant:

Contact for account queries: Email for account queries:

Purchase order required for orders

Yes No

Private addresses and phone numbers of principal directors

Full name: Phone:

Address:

Full name: Phone:

Address:

Trade references Please list only those who have been authorised to give Ascent Technology credit information.

Company: Contact person: Phone:

Company: Contact person: Phone:

Company: Contact person: Phone:

Postal address:

Delivery address:

Business phone

After hours phone

Fax:

Mobile phone:

Email:

Account users *

Name:

Email:

Phone:

Name:

Email:

Phone:

Name:

Email:

Phone:

* List only those who have authority to purchase on the account. Logins will be created for these

Important notes

1. Ascent Technology's normal credit terms are payment in full on the 20th of the month following delivery of goods.
2. This credit application will not be valid unless accepted by Ascent Technology.
3. Ascent Technology products are supplied subject to the Personal Property Securities Act and risk clause on page 3 of this credit application.

Ascent Technology Terms and Conditions of Trade

Terms used

Customer or **you** means the applicant(s) for credit.

Applicable terms and conditions

As part of your credit application you accept that:

- (a) All of the terms and conditions on the Ascent website (<http://www.ascent.co.nz/conditions.aspx>), as updated from time to time, apply; and
- (b) The following additional terms and conditions also apply.

If any of these terms and conditions conflict, then we can choose (in our absolute discretion) which of the terms or conditions will prevail.

Credit terms

Payment

You must pay **by** the 20th of the month following delivery of your order. If an order is split shipped, this applies to the goods that have been delivered.

Credit limit

We will notify you of your credit limit when we approve your application - this might be different from the limit you requested. We can change your limit at any time at our discretion.

Our discretion

In our sole discretion we can do any of the following at any time without prior notice:

- Refuse to grant credit.
- Suspend, withdraw or discontinue credit.
- Require a fresh credit application and/or guarantee(s) to be submitted.
- Selectively withdraw any discount offering.

Personal Property Securities Act and risk

Our acceptance of this credit application will constitute a security agreement between us, providing a security interest in favour of Ascent Technology Limited over all personal property supplied by us to you (or to anyone nominated by you).

At our request, you will promptly do all things (including signing any documents) and provide all information necessary to enable us to perfect any security interest that you have granted, or in future grant to us.

You acknowledge that we may register a financing statement in the Personal Property Security Register where Ascent Technology Limited is the secured party and you are the debtor in respect of all personal property supplied by us to you (or to anyone nominated by you).

You waive your rights to receive a copy of any verification statement in respect of any financing statement we register in the Personal Property Security Register in respect of any personal property supplied by us to you (or to anyone nominated by you).

Disputed accounts

If there is a dispute about your account, you must still pay amounts not in dispute (and you must pay without deduction or set off).

Set off

If we ever owe you money (for example we may be your customer too), then we can set off any amount you owe us before we pay you.

Warranties

Please refer to the **Consumer Guarantees** and **Liability** sections of our online terms and conditions regarding exclusion of warranties. However, where you have purchased warranty cover (for example by purchasing an Extended Warranty) then we may withhold warranty service while your account is overdue.

Default

You will have to pay any costs, expenses or disbursements we incur in enforcing any of our rights under this agreement (or any other agreement we have with you) including debt collector fees and legal fees on a solicitor-client basis.

Each of the undersigned declares or acknowledges as follows:

I declare that the information given in this application is true and correct.

I declare I have read and understood the terms and conditions in this application form and on the Ascent Technology website (and in particular the clause Personal Property Securities Act and risk on page 3), and agree to be bound by them.

I further acknowledge that the granting, continuance or alteration of the terms of any credit account is that the discretion of Ascent Technology.

In the case of a company under the Companies Act, two directors must sign. In the case of a partnership, all partners must sign.

Name:

Signature:

Title:

Date:

Name:

Signature:

Title:

Date:

Name:

Signature:

Title:

Date:

Authorised by Ascent Technology Limited by:

Name:

Signature:

Title:

Date:

Deed of Guarantee and Indemnity In Favour Of Ascent Technology Limited

In consideration of Ascent Technology Limited agreeing at the request of the Guarantor(s) to supply goods and services on credit from time to time to the Customer, the Guarantor(s) unconditionally guarantee to Ascent Technology Limited the due and punctual payment of all money owing by the Customer to Ascent Technology Limited, and the Guarantor(s) agree and declare that:

- Whenever any default has been made by the Customer in payment of any money owing by the Customer to Ascent Technology Limited payment will be made by the Guarantor(s) within 7 days of receiving written notice of the outstanding invoices.
- This guarantee is a continuing guarantee and will remain in force and effect until all money owing by the Customer to Ascent Technology Limited is paid in full, and until Ascent Technology Limited provides a formal letter to the Guarantor(s) releasing the Guarantor(s) of his or her obligations.
- Although as between the Guarantor(s) and the Customer, the Guarantor(s) may be a surety only, as between the Guarantor(s) and Ascent Technology Limited, the Guarantor(s) shall be liable as a principal debtor(s) and may be treated as such in every respect by Ascent Technology Limited.

The Guarantor(s) will perform or procure the performance of payment and all other obligations of the Customer to Ascent Technology Limited which are not performed by the Customer.

This GUARANTEE shall be a continuing Guarantee for the whole of the indebtedness that shall have been and/or shall be contracted by the Customer with Ascent Technology Limited.

The Guarantor(s) will indemnify Ascent Technology Limited for all costs, expenses, damages or liability resulting directly or indirectly from the debt, delay in performance, or non-performance of the Customer. Without limiting the preceding sentence, the Guarantor(s) will indemnify Ascent Technology Limited for all costs associated with enforcing this Guarantee (including legal costs on a solicitor-client basis) or debt collection fees.

Where there is more than one Guarantor, each Guarantor shall be jointly and severally liable under the Guarantee.

EXECUTED AS A DEED

Dated:

Guarantor's Name:

Signature:

Date:

Witnessed by:

Name:

Occupation:

City of residence:

Signature:

Date: