

Ingram Micro NZ Ltd

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MKDenial.com checked []

APPLICATION FOR CREDIT ACCOUNT AND AGREEMENT ON TERMS AND CONDITIONS OF TRADE

CUSTOMER'S NAME (in full) _____

TRADING AS (To be inserted if company is trading under a different name) _____

DATE OF COMPANY REGISTRATION _____ COMPANY NO: _____

ADDRESS OF REGISTERED OFFICE _____

PHONE NO: _____ FACSIMILE : _____

POSTAL ADDRESS: _____

DELIVERY ADDRESS: _____

PRINCIPAL DIRECTORS:

NAME IN FULL	ADDRESS	PHONE
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

THIS SECTION MUST BE COMPLETED IF THE CUSTOMER IS A SOLE TRADER OR A PARTNERSHIP OR
 A GROUP OF INDIVIDUALS

Driver's Licence Number: _____ Date Of Birth: _____

Current Residential Address: _____

Driver's Licence Number: _____ Date Of Birth: _____

Current Residential Address: _____

Driver's Licence Number: _____ Date Of Birth: _____

Current Residential Address: _____

CONTACT FOR ACCOUNT PAYMENT QUERIES: _____

: E-Mail _____

BANK: _____ BRANCH: _____

SOLICITORS: _____ PHONE: _____

ACCOUNTANTS: _____ PHONE: _____

TRADE REFERENCES: (List only those who have been authorised to give INGRAM MICRO NZ LTD credit information)

COMPANY	ADDRESS	PHONE	CONTACT NAME
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

TOTAL ESTIMATED MONTHLY TURNOVER FROM INGRAM MICRO NZ LTD \$ _____

AMOUNT OF CREDIT REQUESTED \$ _____

N.B.

1. INGRAM MICRO NORMAL CREDIT TERMS ARE NET MAXIMUM 7 DAYS FROM DATE OF INVOICE.
2. THIS CREDIT APPLICATION WILL NOT BE VALID UNLESS ACCEPTED AND COUNTERSIGNED BY INGRAM MICRO.
3. INGRAM MICRO PRODUCTS ARE SUPPLIED SUBJECT TO CLAUSE 9 (RETENTION OF TITLE) OF THE TERMS AND CONDITIONS OF TRADE SET OUT IN SECTION B OF THIS CREDIT APPLICATION.



SECTION B INGRAM MICRO TERMS AND CONDITIONS OF TRADE

1. General

“Ingram Micro” means Ingram Micro NZ Ltd.

“Products” means the products and/or services supplied by Ingram Micro to the Customer.

“Customer” means the company or entity purchasing the Products and includes the applicant submitting this Application for Credit.

2. Terms and Credit

Ingram Micro normal terms are cash on delivery.

A credit facility may be available on application.

For those approved dealers who qualify for the extension of credit (ie. those who have submitted this application for credit and personal guarantees attached thereto, and whose application has been approved by Ingram Micro), our terms are NET MAXIMUM 7 days from date of invoice.

Ingram Micro reserves the right at all times without notice and at its sole discretion to:

- (a) refuse to grant credit;
- (b) suspend, withdraw or discontinue credit;
- (c) require fresh application/personal guarantee(s) to be submitted;
- (d) selectively withdraw any discount offerings;
- (e) charge interest on any balance remaining outstanding after the due date at a rate equivalent to the prevailing bank interest rate on unsecured loans.

Credit limits are established by Ingram Micro and confirmed in writing at the time of opening a trading account. For the avoidance of doubt, the credit limits approved may not necessarily be the credit limits requested by the Customer and the credit limits may be adjusted from time to time at Ingram Micro sole discretion.

3. Prices

The purchase Price for the products is as per Ingram Micro quoted price, which is current at the time the Customer places the order for the Products.

Ingram Micro will use its best endeavors to keep its customers informed of the current prices for the Products and notify the customer of any changes or variations to its current price list. For the avoidance of doubt and notwithstanding anything to the contrary, Ingram Micro may alter its prices without prior notice.

4. Warranty

- (a) All Products purchased from Ingram Micro are covered by the manufacturer’s warranty. Please refer to published price list for warranty details and the specified repair period for each Product.
- (b) Ingram Micro will provide warranty service only in respect to products that were supplied by Ingram Micro. Ingram Micro will not provide warranty service in respect of any products that were purchased from or supplied by sources other than Ingram Micro.
- (c) The customer cannot claim warranty service if the customer’s account with Ingram Micro is not cleared in accordance with credit terms approved by Ingram Micro. Ingram Micro reserves the right to withhold or refuse warranty service whilst the customer’s credit account is in arrears.

5. Orders

All purchase orders must clearly state the following:

Date
Company Name
Invoice Address
Delivery Address
Official Order Number
Method of Dispatch
Contact Name & Telephone Number
Product Code
Product Description
Quantity
Price as Quoted
Payment Method
GST amount

Orders not showing the above clearly may not be processed until verified.

6. Stock Items

All Products are subject to availability.

7. Freight and Insurance

All prices quoted in the published price list do not include freight, handling or insurance costs. These will show separately on official Ingram Micro invoices.

8. Product Returns

- (a) Product correctly supplied

Ingram Micro may, but is not obliged to, accept the return of any product that was ordered and correctly supplied. No Product will be accepted for return without obtaining prior written authorisation and shipping instructions from Ingram Micro. Freight, handling and insurance charges will be to the Customer's account.

Product approved for return to Ingram Micro must have a Return Authorisation Number (RA Number). Product returned without an RA Number will be rejected and sent back to the Customer at the Customer's expense.

Product approved for return must quote the RA Number and must be accompanied by a copy of the invoice. Product approved for return must not have any of the Customers' stickers or price stickers or damage to the packaging and Ingram Micro reserves the right to reject Product not conforming to this condition.

For the avoidance of doubt, Product approved for return to Ingram Micro will not necessarily be credited with the full invoice value thereof but will be tested and evaluated by Ingram Micro and based on such test and evaluation Ingram Micro will determine the amount, if any, to be refunded to the Customer.

The Customer will be required to pay to Ingram Micro, or Ingram Micro will deduct from any refund, a handling charge of 10% of the full purchase price (GST inclusive) of the Product approved for return to Ingram Micro.

(b) Defective Product or Product incorrectly delivered

If Product was delivered incorrectly or with defects or damage, the Customer must notify Ingram Micro in writing within three (3) days of receipt of the Product. The notification must quote the relevant invoice number and must include all the necessary details of the incorrect delivery, defect or damage. Should the customer fail to notify Ingram Micro of any incorrect delivery or defect or damage within three (3) days of receipt of the Product the Customer shall be deemed to have received the Product in good order and condition and that the same had been delivered in accordance with the Customer's order.

9. Retention of Title and Risk

Property and ownership in all Products delivered by Ingram Micro to the Customer will not pass to the Customer but will remain with Ingram Micro until payment in full of the purchase price of the Products and all other amounts owing to Ingram Micro by the Customer. For the avoidance of doubt, this clause shall also apply where payments are made for the purpose of settlement of specially designated claims.

Until property passes to the Customer:

- (a) the Customer shall hold the Products as bailee for Ingram Micro; and
- (b) the Customer irrevocably authorises Ingram Micro its servants or agents to enter upon the Customer's premises at anytime to all things necessary (including opening up any assembled PC or peripheral unit to inspect and to remove therefrom any Products attached to or incorporated in such assembled PC or peripheral unit) in order to take possession of the Products.

Risk in the Products shall pass at the time of delivery and the Customer shall insure and keep insured the Products.

10. Trade Marks

Ingram Micro does not authorise any customer to use Ingram Micro or the manufacturer's trademarks names or associated materials. To use these trademarks, names and associated materials, prior written approval must be given by Ingram Micro or the relevant manufacturer.

11. Confidentiality

The customer will not disclose or permit the disclosure of any information concerning the Products (including that contained in technical, service and spare parts manuals), pricing or Ingram Micro business affairs, and acknowledges that these are trade secrets and are commercially sensitive.

12. Entire Agreement

These conditions comprise the entire agreement contains the arrangement between Ingram Micro and it's customers and supersedes all previous negotiations, agreements and commitments.

13. Non-waiver

The waiver of one default will not constitute a waiver of any subsequent default of the same or different kind. Failure or delay in exercising any right will not be a waiver of that right.

14. Liability

Ingram Micro will not be liable for any loss, damage or injury to the Customer or to any other person or to the property of the Customer or any other person arising out of the use or possession of the Products.

No warranty is expressed or implied as to the quality or fitness of the Products for any particular purpose or otherwise.

16. Disputed Accounts

Should a dispute ever arise regarding the Customer's account, all items not in dispute on the account shall be payable, without deduction or set-off in accordance with the terms and conditions contained in this document.

17. Governing Law

These conditions shall be interpreted and governed by the law of New Zealand.

18. Privacy Act

The Customer hereby authorises Ingram Micro to:

- (a) obtain from a credit reporting agency a credit report concerning the Customer's credit information for the purpose of determining whether or not to supply the Products to the customer on credit or to collect unpaid accounts from the Customer;

- (b) give to and seek from any credit providers (including the customer's bankers) information about the Customer's credit arrangements. The Customer acknowledges that this information may include any information about the Customer's creditworthiness, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act;
- (c) report any overdue payments owing by the Customer to other credit providers or credit reporting agencies pursuant to the terms of the Privacy Act 1993;
- (d) make credit enquires of any person, company or firm (including the Customer's bankers) with whom the Customer had or may have dealings with concerning the Customer's creditworthiness, credit history or credit capacity;
- (e) provide any third party with credit information about the Customer when requested.

SECTION C – To be completed by Customer

I/We the applicant for the credit account hereby declare that the information given in this application is true and correct.

Further, I/We declare, I/We have read and understood the Terms and Conditions Of Trade (and in particular Clause 9 – Retention of Title) set out in Section B of this application and agree:

- (a) that this Application For Credit Account And Agreement On Terms and Conditions of Trade shall constitute the contract between Ingram Micro and the Customer in respect of the supply of the Products; and
- (b) that this Application For Credit Account And Agreement On Terms And Conditions Of Trade shall constitute a security agreement for the purposes of the Personal Property Securities Act 1999.

IN THE CASE OF A COMPANY UNDER THE COMPANIES ACT TWO DIRECTORS MUST SIGN:

Name of applicant	Signature	Date
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Name of applicant	Signature	Date
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Name of witness	Signature	Date
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IN THE CASE OF A SOLE TRADER OR PARTNERSHIP OR A GROUP OF INDIVIDUALS (to be signed by all partners in case of partnership, and in the case of a group of individuals all the individuals in the group)

Name of applicant	Signature	Date
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Name of applicant	Signature	Date
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Name of witness	Signature	Date
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SECTION D - DEED of GUARANTEE & INDEMNITY- To be completed by guarantor(s)**PERSONAL GUARANTEE**

Given by:

_____ Guarantor

_____ Guarantor

_____ Guarantor

in favour of INGRAM MICRO NZ LTD

In consideration of Ingram Micro NZ Ltd 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 Ingram Micro NZ Ltd the due and punctual payment of all moneys owing by the Customer to Ingram Micro NZ Ltd, and the Guarantor(s) agree and declare THAT :

- (a) Whenever any default has been made by the Customer in payment of any moneys owing to Ingram Micro NZ Ltd, the Guarantor(s) shall pay such moneys to Ingram Micro NZ Ltd within seven (7) days upon receiving written notice of outstanding unpaid/matured/due invoices for the supply and delivery of computer peripheral products.
- (b) This guarantee is a continuing guarantee and will remain in force and effect until all moneys owing by the Customer to Ingram Micro NZ Ltd are paid in full, and Ingram Micro NZ Ltd provides a formal letter to the Guarantor(s) releasing the Guarantor(s) of his or her obligations.
- (c) Although as between the Guarantor(s) and the Customer, the Guarantor(s) may be a surety only, as between the Guarantor(s) and Ingram Micro NZ Ltd, the Guarantor(s) shall be liable as a principal debtor(s) and may be so treated in every respect by Ingram Micro NZ Ltd.
- (d) Ingram Micro NZ Ltd may at any time in its absolute discretion and without giving any notice whatsoever to the Guarantor:
 - (a) refuse to supply further goods and/or services to the Customer, or
 - (b) grant to the Customer any time or other indulgence; or
 - (c) increase the amount of credit available to the Customer in respect of goods and/or services to be supplied to the Customer,
 without discharging or impairing the Guarantor's liability under this Guarantee.

The Guarantor(s) will as far as possible perform or procure the performance of all other obligations of the Customer to Ingram Micro NZ Ltd 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 Ingram Micro NZ Ltd.

This guarantee shall be enforceable against any party who has executed this guarantee notwithstanding the non-execution by any other party, whether or not such other person is named in this guarantee.

For the avoidance of doubt, and notwithstanding anything in this guarantee to the contrary including any alteration or addition to this guarantee and the jurat, this is a personal guarantee of the person executing this guarantee.

If, for any reason whatsoever, any monies (including interests) guaranteed hereunder is not recoverable from the Guarantor on the basis of a guarantee, the Guarantor indemnifies Ingram Micro NZ Ltd for all the monies (including interests) that Ingram Micro NZ Ltd would otherwise have recovered. This indemnity is a separate and independent stipulation.

IN WITNESS WHEREOF, the Guarantor(s) hereto execute these presents on the day and year herein written.

Dated this _____ day of _____ 2002.

Executed as a Deed:

Name:

Signature:

Name:

Signature:

In the presence of:

Name:

Signature:

SECTION E - To Be Completed By Ingram Micro NZ Limited

Application for credit: Accepted/Rejected*(*delete as appropriate)

Limit of credit: \$

Commencement date of credit: / /2002

Financial Controller/Accountant
Ingram Micro NZ Limited / /2002