



CREDIT APPLICATION

Company Details:

| | |
|---------------------|-----------|
| GST # | Date: |
| Full Business Name: | |
| Trading Name: | |
| Postal Address: | |
| Suburb: | Postcode: |
| Delivery Address: | |
| Suburb: | Postcode: |
| Email Address: | |

Contact Details:

| | |
|---------------------|--------|
| Contact – Accounts: | Phone: |
| | Fax : |
| Contact – Sales | Phone: |
| | Fax : |

Directors, Proprietors or Partners Details:

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Bank Details:

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|-------------|-----------|
| Bank Name: | |
| Address: | |
| Suburb: | Postcode: |
| Account No: | |

Accountants Details:

| | |
|----------|-----------|
| Name: | |
| Address: | |
| Suburb: | Postcode: |

Trade References:

| | |
|----|--------|
| 1. | Phone: |
| | Fax: |
| 2. | Phone: |
| | Fax: |
| 3. | Phone: |
| | Fax: |

Estimated Monthly Purchase:

\$

| | |
|---------|--------|
| Signed: | Dated: |
|---------|--------|

Terms and Conditions of Sale

Definitions

- 1.1 "Product" includes all goods sold by Reckon New Zealand Pty Ltd including software supplied under licence.
- 1.2 "Software" includes all relevant documentation.
- 1.3 "Dealer" means the dealer authorised by Reckon New Zealand Pty Ltd to supply the product to the public.

The Dealer only acquires a licence to use any software ordered.

Terms of Sale

Payment for a product is **due within 14 days of invoice** unless Reckon New Zealand Pty Ltd expressly agrees to other terms for payment

1. Any payment due to Reckon New Zealand Pty Ltd by the Dealer shall be paid without any deduction. No set off is permitted. All monies owed by the Dealer to Reckon New Zealand Pty Ltd become due for payment immediately if: -
 - a. The Dealer fails to pay any amount owing when due;
 - b. The dealer ceases or threatens to cease carrying on business;
 - c. A distress warrant or an order is made or a resolution is passed for the dissolution of the Dealer;
 - d. An application or an order is made or a resolution is passed for the dissolution of the Dealer.
 - e. An encumbrancer takes possession or a liquidator, provisional liquidator, statutory manager, trustee, receiver, receiver and manager, inspector is appointed in respect of the whole or any part of the assets of the Dealer;
 - f. The Dealer is unable to pay its debts when due or fails to meet the solvency test as defined in the Companies Act 1993 or enters into dealings with any of its creditors with the view to avoiding or in expectation of insolvency

Any monies which are due and remain unpaid for two business days shall bear interest from the date on which they fell due for payment at the rate of 5% per annum above the interest rate charges or which would be charged to Reckon New Zealand Pty Ltd by its bankers on an overdrawn account

2. Risk in a product passes to the Dealer when a product leaves the Reckon New Zealand Pty Ltd store. Reckon New Zealand Pty Ltd shall act as agent for the purposes of arranging transportation of the goods and insurance in transit unless Reckon New Zealand Pty Ltd is notified to the contrary in writing at the time of ordering. Transport and insurance shall be arranged at the Dealer's expense

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Reckon New Zealand Pty Ltd
PO Box 331 534 Takapuna Auckland
PH : 09 414 3650
Fax : 09 414 3651

Title in a product does not pass until such times as all monies whatsoever due by the Dealer to Reckon New Zealand Pty Ltd (whether in respect of those particular products or other products) are paid in full. In such case where title in a product has not passed then where a product passes so that the Dealer can pass title to the customer. Where money is owed to Reckon New Zealand Pty Ltd, the Dealer must hold the proceeds of such sale in trust for Reckon New Zealand Pty Ltd until payment is made to them. The Dealer shall be obliged to keep a record of all such on sales and make such record available to Reckon New Zealand Pty Ltd on request.

Without prejudice to any other right it shall have to cancel the agreement, should the Dealer default in making a payment to Reckon New Zealand Pty Ltd when due or, any creditor of the Dealer take any step to recover monies due by the Dealer or, have grounds of taking such step, then Reckon New Zealand Pty Ltd or its agents may recover and resell any products and may, enter upon the Dealer's premises to recover possession of any products. Reckon New Zealand Pty Ltd shall not be liable for any damage, injury or loss however caused resulting from such entry, recovery or resale. The costs of such seizure are to be borne by the Dealer and added to the Dealer's account as a principle amount.

3. The Dealer is acquiring the products for the purpose is re-supply and trade and if in any instance of supply by Reckon New Zealand Pty Ltd to the Dealer this shall not be the case then it is acknowledged by the Dealer that the products have been acquired for the purposes of business.
4. The Dealer shall:
 - a. Not modify any product, its packaging or promotional material nor reproduce any of the artwork appearing on such packaging with out Reckon New Zealand Pty Ltd written permission;
 - b. Not reproduce any trademark appearing on any product or its packing;
 - c. Not make a copy of, nor sell, nor hire, nor offer for sales or hire, a copy of any product;
 - d. Not import for the purpose of distribution, sale or hire any product or software in any form whatsoever which is licensed to Reckon New Zealand Pty Ltd;
 - e. Not publish or display any advertising material in relation to any product with Reckon New Zealand Pty Ltd proper written approval;
 - f. Permit Reckon New Zealand Pty Ltd access to the dealer's premises for the purpose of verifying compliance with the Dealer's obligations.
 - g. Only be permitted to screen or display any product for promotional purposes.
5. Reckon New Zealand Pty Ltd shall not be liable in any way whatsoever for any loss or damage suffered by the Dealer as a result of any dealer or failure to deliver any product on any specified date and any supply or delivery is subject to availability. Once an order has been placed and accepted by Reckon New Zealand Pty Ltd then, every endeavour will be made to inform the dealer of the delay shall not entitle the Dealer to cancel the order.

Initial.....

6. The Dealer acknowledges that returns can only be made in accordance with the Reckon New Zealand Pty Ltd Returns Policy, which is available on request.
7. Reckon New Zealand Pty Ltd has no liability whatsoever arising from any defect in a product where the defect is caused by alteration or modification by the Dealer or any other person after deliver or a product.
8. Reckon New Zealand Pty Ltd will not deal with or be responsible for any claim by any other customer of the Dealer in respect of any representation by the Dealer that a product was suitable for a particular purpose, other than a purpose promoted by Reckon New Zealand Pty Ltd.
9. If a product is defective in any way the Dealer shall not be entitled to repudiate the order but shall be entitled to replacement of the defective product after checking by Reckon New Zealand Pty Ltd.
10. The Reseller agrees with and will abide by the Software Licence Agreement as detailed in the software products distributed.
11. The supply of a product by Reckon New Zealand Pty Ltd to the Dealer is made solely on these terms and conditions.

SIGNED for and on behalf of the RESELLER

SIGNATURE

DATE

NAME

POSITION