



Account Application

This application is for a: Cash Account Credit Account

1. General Particulars

COMPANY NAME | _____

COMPANY REGISTRATION NUMBER | _____

TRADING NAME IF DIFFERENT TO ABOVE | _____

POSTAL ADDRESS, SUBURB, CITY | _____

POSTCODE | _____

STREET ADDRESS, SUBURB, CITY | _____

TELEPHONE | _____ FAX | _____

CELLPHONE | _____

WEBSITE ADDRESS | _____

ACCOUNTS PAYABLE CONTACT | _____

ACCOUNTS PAYABLE EMAIL ADDRESS | _____

KEY CONTACT FOR EMAIL INFORMATION | _____

CONTACT EMAIL ADDRESS | _____

2. Credit Required

CREDIT LIMIT REQUESTED | _____

3. Type of Business

Public Limited Company Private Limited Company Private Unlimited Company Limited Partnership

Partnership Sole Trader Educational Institute

4. Owner Details

| | | | |
|----------|-----------------------|----------|-------|
| 1 | NAME _____ | 2 | _____ |
| | POSITION HELD _____ | | _____ |
| | HOME ADDRESS _____ | | _____ |
| | _____ | | _____ |
| 3 | NAME _____ | 4 | _____ |
| | POSITION HELD _____ | | _____ |
| | HOME ADDRESS _____ | | _____ |
| | _____ | | _____ |

5. Trading History

NUMBER OF YEARS TRADING UNDER THIS OWNERSHIP | _____

6. Capital Value

VALUE OF PAID UP CAPITAL | _____

7. Bankers

BANK | _____

BRANCH | _____

8. Credit References

Name three current suppliers who can provide references:

1 COMPANY | _____

ADDRESS | _____

TELEPHONE NUMBER | _____

2 COMPANY | _____

ADDRESS | _____

TELEPHONE NUMBER | _____

3 COMPANY | _____

ADDRESS | _____

TELEPHONE NUMBER | _____

I/We agree that Mistral Software Limited may obtain information to verify this application. This may include contacting credit or debt collection agencies for verification purposes. This information may be used to give credit references to other companies who make enquiries re the applicant.

Payment of goods purchased on credit terms is due on the 20th day of the month following purchase. Late payment fees may be charged if payment is continually late.

I/We acknowledge that I/we are aware of the terms and undertake to make settlement within these terms. I/We are not an Undischarged Bankrupt.

SIGNED | _____

DATE | _____

NAME | _____

POSITION | _____

On completion, please return this application in the first instance by fax to (09) 271 4883 and then by post to:



Mistral Software Limited
PO Box 64142, Botany, Manukau 2163
Attn: Accounts Receivable

Once we have received the faxed copy of this application, we will complete credit checks and open an account as appropriate. At this time we will allow the account to begin trading. However, we must receive the original document via post within 10 days or the account will temporarily be put on hold. Should you have any queries about this application, please contact us via telephone: (09) 271 4661 during normal office hours.

Internal Use Only:

Refs checked Notes: _____

Approved Cash Only Credit Limit \$ _____ MYOB Database

Declined due to: _____

MISTRAL SOFTWARE LIMITED
(from here on referred to as “us”
or “we”)

1. Purchase Orders

- We will supply goods to you on receipt of a purchase order.
- If you wish to return goods, the invoice will be credited in full only if you have requested a Goods Return Form within 7 working days of dispatch, and the returned product has not been used or opened or otherwise deemed unsaleable by us. Unless the return is due to an error by Mistral, freight charges will not be credited under any circumstances.
- After 7 days, goods can only be returned if agreed in writing by Mistral. A restocking fee may apply to such returns.
- Faulty goods will require a Goods Return Form and any invoice, or part thereof, will be credited in full.
- You are liable for all delivery and insurance charges incurred in respect of returned goods.
- You are responsible for ensuring that all personnel placing online or telephone orders have authority to do so, and you are also responsible for ensuring that we are notified if online or telephone access is to be removed for any such person.

2. Delivery

- You will pay for all transportation costs at rates we will notify to you.
- We can deliver the goods by installments, and each installment shall be treated as a separate contract.
- Any time stated for delivery is an estimate only.

3. Price

- The price you pay will be increased by delivery charges and by all applicable taxes.
- We can revise our prices at any time prior to delivering your order. If we do this then you can withdraw your order.
- A quotation is not a binding contract until you place an order which we subsequently accept.

4. Payment

- We require payment with order unless we give you credit. If credit is given, we require payment within 30 days of invoice date.
- We will impose a credit limit which we can alter at our discretion with effect from the date that we notify you of such change. If you exceed your credit limit, we can refuse to supply goods to you. Credit facilities can be withdrawn by us at any time if we deem your creditworthiness to have changed.
- You cannot make any deductions from any amount you owe us without our prior written consent.

5. Risk, Ownership, and PPSA

- Risk in the goods will pass to you on delivery.
- Ownership of the goods will not pass upon delivery but remains with us until we have received total payment in clear funds of all moneys owing by you to us (whether relating to those goods, to the supply of services, or to any other personal property supplied). We hold a security interest in all goods supplied to you for payment of those moneys.

- While ownership of the goods remains with us you agree to act as a fiduciary of Mistral and:

- » You will not sell, charge or part with possession of the goods otherwise than for their full value in the ordinary course of your business;
- » You will not alter, obliterate or deface the goods or cover up or remove any identity mark indicating that the goods are our property;
- » You must store the goods separately or clearly identify them as belonging to us; and
- » You must hold the proceeds of resale or use of the goods in trust for both you and us. Our interest as beneficiary under that trust shall be that portion of the proceeds which does not exceed all amounts you owe us – you will be entitled to the balance of the proceeds.

- We can enter the premises where the goods are stored and remove them without being responsible for any damage caused in doing so. We can resell any of the goods and apply the proceeds of sale in reduction of amounts you owe to us.

- At our request, you will promptly execute or do any documents, contracts, agreements, deeds, or other action that we may require from time to time to give effect to these terms of sale, including without limitation doing all such things as we may require to ensure that the security interest created under these terms of sale constitutes a perfected security interest over the goods. This includes providing any information we request to complete a financing statement or a financing change statement for the Personal Property Securities Register.

- You waive any right to receive a verification statement under the Personal Property Securities Act 1999 (“PPSA”).

- Nothing in sections 114(1)(a), 117(1), 133 and 134 of the PPSA shall apply to these terms of sale. Your rights as a debtor in sections 116, 119, 120(2), 121 125-127, 129 and 132 of the PPSA shall not apply to these terms of sale.

- We can bring an action for the price of goods sold even where ownership of the goods may not have passed to you.

6. Guarantees

- Where the Consumer Guarantees Act 1993 (“Act”) applies:

- » If the goods are acquired by you for business purposes you agree that the Act does not apply.
- » If you on-supply goods you must:
 - » do so on the basis that the Act does not apply where the goods are on-supplied for business purposes; and
 - » notify consumers that neither we nor any manufacturer undertake that repair facilities or spare parts will be available.
- » You acknowledge that no Express Guarantees (as defined in the Act) are provided.
- » Nothing in these terms is intended to have the effect of contracting out of the provisions of the Act except to the extent permitted by the Act.

- Except as otherwise required or prevented by law or except as expressly provided under these terms, we are not liable for any claim in relation to any goods we supply to you (including as a result of negligence or otherwise) and all representations, guarantees, warranties and of whatever nature (including fitness for purpose) are completely excluded.

7. Repairs and replacements

- We will replace any defective goods.

8. Default

- If you do not pay the price by due date, we may at our sole discretion:
 - » charge interest on the price at the rate of 1.5% per month; and/or
 - » charge you all costs we incur in recovering any outstanding debts; and/or
 - » terminate all contracts with you.

9. Use of information

- You agree that we may obtain information about you from you or from any other person, and you consent to any person providing us with such information.
- You agree that we may give any information we have about you relating to your credit worthiness to any other person, including any credit or debt collection agency, for credit assessment and debt collection purposes.
- You must notify us of any change in circumstances that may affect the accuracy of the information you provided to us.

10. No liability

- We shall not be liable for any delays or failure in complying with any obligation imposed on us under any contract or for any loss or damage (including indirect or consequential loss or damage) if the failure or delay arises from a cause unforeseeable or beyond our control.
- Our total liability to you in relation to any goods is limited to the price of those goods. We will not, in any case, be liable for any consequential or special damages, including loss of business profits.

11. Waiver

- If we exercise or fail to exercise any right or remedy available to us, this shall not prejudice our rights in exercising that or any other right or remedy. Waiver of any term of the contract must be specified in writing by us and signed by an authorised person.

12. Assignment

- You may not transfer or assign all or any of your rights or obligations under this contract without our prior written consent.

13. Governing law

- This contract and its terms are governed by, and shall be construed in accordance with, the laws of New Zealand. Both parties submit to the exclusive jurisdiction of the courts of New Zealand.