

Reseller Application Form - Credit Account -



The Customer named below hereby applies to exeed Ltd for a credit account on the following terms and conditions:-

1. That all sales of Products from exeed to the Customer are made in accordance with the attached Terms and Conditions of exeed, which may be varied from time to time.
2. That exeed may at any time and without giving any reason refuse to extend any credit to the Customer.
3. That any amount owing by the Customer to exeed shall become immediately due and payable for the purposes of any appointment of an official manager to the Customer, sequestration from a receivership, cessation of business or the inability to pay its debts.
4. That in accordance with the Privacy Act 1993 exeed is authorised to access any confidential information held by any credit reporting agency, lending institution or other body, in relation to me/us or the Customer, for the purpose of assessing suitability for provision of credit.
5. That the information provided by the Customer to exeed, including the information stated below, is complete and correct and that the Customer shall immediately notify exeed of any change in any of the details provided to exeed by the Customer in this application.

Please print out and fill in all details in the spaces provided and return to exeed Limited:

Via Fax: 09 302 2145

Via e-mail: operations@exeed.co.nz

Via Post: P.O. Box 137 046, Parnell, Auckland

CUSTOMER DETAILS ("the Customer")

Company/Business Name:

Trading Name:

Company Number:

Street Address:

Suburb/City:

Website:

Tel No:

Fax No:

Credit Limit Required:

Current Monthly Turnover:

Date Business Commenced Trading: ___ / ___ / ____

Nature Of Company:

Limited Company

Pty Ltd Company

Sole Trader

Public Company

Trust Partnership

Principal Business Premises:

Retail Shop

Office Warehouse

Other:

Branch Location(s):

1. Street Address:

Suburb: Postcode:

2. Postal Address:

CONTACT DETAILS

Principal Contact:

Title:

E-mail:

Accounts Payable contact:

E-mail:

Sales Manager:

E-mail:

- I wish to receive exeed's weekly newsletter detailing new product releases, special pricing and product promotions.

If you have additional e-mail addresses you would like to be added to exeed's mailing database, please list them below.

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

BUSINESS NATURE

Business type:

- | | | |
|--|---|--|
| <input type="checkbox"/> Regional reseller | <input type="checkbox"/> Corporate reseller | <input type="checkbox"/> Consulting Services |
| <input type="checkbox"/> Government/Education reseller | <input type="checkbox"/> Systems integrator | <input type="checkbox"/> SME reseller |
| <input type="checkbox"/> Internet Service Provider | <input type="checkbox"/> Value added reseller | |
| <input type="checkbox"/> Other (please specify) | | |

CREDIT REFERENCES: (list 3 credit references & contact numbers)

1.

2.

3.

Director Guarantees:

(State name of directors giving the attached Guarantee and Indemnity)

1.

2.

3.

I/We acknowledge that I/we have read and understood exeed's Terms and Conditions and the Terms and Conditions of this Credit Application and I/we accept that all credit extended by exeed to the Customer is provided on those Conditions. I/We declare that the credit provided to me/us by the credit provider (exeed) is to be applied wholly or predominantly for business or investment purposes (or for both purposes).

IMPORTANT

You should not sign this declaration unless this loan is wholly or predominantly for business or investment purposes. By signing this declaration you have none of the protections prescribed in the Consumer Guarantees Act 1993.

SIGNED ON BEHALF OF AND WITH THE AUTHORITY OF THE CUSTOMER:

Signature _____

Print Name

Title

WITNESSED BY:

Signature of Witness _____

Print Name

Title

DATE:

DIRECTOR'S GUARANTEE & INDEMNITY

TO:

exeed Ltd

PO Box 137 046

PARNELL N.Z.

FROM:

Name:

Address:

("the Customer")

Should the attached Reseller Application Form and Credit Application Form be approved in favour of the Customer, then I/we the undersigned Guarantor(s), in consideration of the Company having agreed at my/our request to approve the Credit Application Form, **HEREBY GUARANTEE** jointly and severally the due and punctual payment and performance by the Customer of all its obligations and liabilities under all contracts entered into between the Customer and the Company, and in addition, I/we agree:

That we will jointly and severally pay on demand any amount which the Company is entitled to recover from the Customer under all contracts entered into between the Customer and the Company.

That this Guarantee shall extend to money which the Company has received from the Customer but which the Company is subsequently required to pay or repay to any liquidator, receiver or manager of the Customer and I/we undertake to pay such amounts to the Company on demand.

That this Guarantee shall not be affected by any variation, amendment, or modification of the terms of credit, or the conditions of distribution or delivery of the goods, or by any waiver by the Company of any of its rights.

That this Guarantee shall be a continuing guarantee and shall not be released by any partial payment or by any neglect or indulgence on the part of the Company or any variation of any contracts entered into between the Customer and the Company.

That the Company shall not be required to first demand payment from the Customer as this Guarantee shall operate as an independent agreement.

That the Guarantor shall indemnify and keep indemnified the Company from and against all actions, proceedings, costs, damages, expenses, claims and demands whatsoever arising out of the relationship between the Company and the Customer, including but not limited to the Customer's failure to perform its obligations under all contracts entered into between the Customer and the Company or from any contract being or becoming unenforceable against the Customer.

(a) Every person named in this document as a Guarantor:

- (i) Shall duly pay all moneys now or hereafter actually or contingently payable to the Company by any person named in this document as a Guarantor;
- (ii) Shall grant to the Company a legal mortgage over any land now or hereby held by the person, which mortgage shall contain a covenant to the effect of paragraph (i);
- (iii) Hereby as beneficial owner charges in favour of the Company by way of fixed charge any real property now or hereafter held by the person (being, in the case of a body corporate, land and being, in any other case, any property other than personal chattels);
- (iv) Agrees that, upon default by the Company, the moneys referred to in paragraph (i) shall at the option of the Company become immediately due and payable;
- (v) Shall not transfer or create any estate or interest in any property in this clause charged by the person;

- (vi) Agrees that any power of sale shall extend to the execution in the name of and on behalf of the person of any memorandum of transfer or other assignment; and shall pay the expenses of the Company in respect of this document or mortgage required by this document to be granted by the person.

(b) (i) Any precondition to the exercise of any power of sale with the exception of default is hereby excluded.

(ii) For the purposes of determining whether the Company can exercise any power to insure, only insurance in the name of the Company shall be taken into account.

(c) Subject to this clause, the form of the mortgage shall be the form prescribed from time to time as an all obligations mortgage by the Auckland District Law Society and the person or persons who are subject to this clause irrevocably appoints exceed (and if more than one jointly and severally) as attorney to execute a mortgage or mortgages and authorises exceed to register a caveat in relation to any mortgage which is unregistered.

This guarantee is not subject to the giving of any other guarantee nor to any other condition whatsoever and except to the extent that such interpretation is excluded by or is repugnant to the context:

(a) The word Guarantor shall mean and include:

- (i) every person and corporation who or which is a Guarantor; and
- (ii) all assigns, heirs, executors and administrators of every person who is a Guarantor;
- (b) The expression the Company shall mean and include the Company and its assigns;
- (c) The word "person" shall include "corporation";
- (d) References to bankruptcy shall include any assignment and arrangement of property and composition under the bankruptcy laws (and in the case of a corporation) winding up;
- (e) Words importing the singular number or plural number shall be deemed to include the plural number and singular number respectively;
- (f) Words importing the masculine gender only shall include the feminine gender;
- (g) When two or more Guarantors are parties thereto this guarantee and the obligations and agreements on their part herein contained or implied shall bind them and every two or greater number of them jointly and each of them severally.

The Guarantor further agrees that:

- (a) The Company may retain all moneys received including dividends from the Customer's Bankrupt Estate and allow the Guarantors a reduction in the Guarantors' liability under this Guarantee and Indemnity only to the extent of the amount received; and
- (b) The Guarantors must not seek to recover money from the Customer to reimburse the Guarantors for the payments made to the Company until the Company has been paid in full;
- (c) The Guarantors must not prove in the Bankruptcy or Winding Up of the Customer for any amount which the Company has demanded from the Guarantors; and
- (d) The Guarantors must pay to the Company all money which the Company refunds to the Customer.

If any of the Customer's obligations are unenforceable against the Customer then this clause is to operate as a separate indemnity and the Guarantors jointly and severally indemnify the Company against all loss resulting from the Company's inability to enforce performance of those obligations. The Guarantors must also pay to the Company the amount of any loss resulting from the unenforceability.

EXECUTED AS A DEED

SIGNED BY THE GUARANTORS

Signature

Name

Office Held

WITNESSED BY

Witness

Date: ___ / ___ / ___

SIGNED BY THE GUARANTORS

Signature

Name

Office Held

WITNESSED BY

Witness

Date: ___ / ___ / ___

Original executed Credit Application Form, Reseller Application Form, Terms & Conditions and Director's Guarantee and Indemnity to be posted to exceed Ltd at the address shown above.