



Fujitsu New Zealand Limited

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APPLICATION FOR GOVERNMENT CUSTOMER ACCOUNT

Applicants Formal Name:	<input type="text"/>		
Business Type:	<input type="text"/>	Main Business Activity:	<input type="text"/>
Company No.:	<input type="text"/>	Purchase Order Required:	<input type="text"/> Date: <input type="text"/>
GST Number:	<input type="text"/>	Credit Amount Required: \$	<input type="text"/>
Trading Address:	<input type="text"/>	City:	<input type="text"/> Post Code: <input type="text"/>
Billing Address:	<input type="text"/>	City:	<input type="text"/> Post Code: <input type="text"/>
Delivery Address:	<input type="text"/>	City:	<input type="text"/> Post Code: <input type="text"/>
Accounts Contact:	<input type="text"/>	Telephone:	<input type="text"/> Title/Position: <input type="text"/>
Accounts Email Address:	<input type="text"/>		
Email Address for Invoices:	<input type="text"/>		

We prefer a Generic Department email address (e.g. accounts@abxyz.co.nz)

Sales Representative Name:	<input type="text"/>
Sales Representative Email:	<input type="text"/>

Payment Terms

You agree to pay us within **14 days** of our invoice to you, unless otherwise agreed with Fujitsu in writing.

Collection of Information

I understand that all personal information collected by Fujitsu concerning me (including the information collected in this form) is collected and may be stored, used or disclosed in order to determine whether or not Fujitsu will provide or continue to provide credit to the organisation on whose account I am making this application for, and enforce any obligations that organisation may have to Fujitsu in respect of that credit. The personal information will be held by Fujitsu at the address shown above. I understand that I have the right obtain access to and request correction of the personal information provided in accordance with the Privacy Act 1993.

I authorise Fujitsu to obtain any personal information concerning me that Fujitsu considers is necessary for the above purposes from any person or organisation. I authorise any person from whom Fujitsu requests personal information concerning me to release that information to Fujitsu. I also authorise Fujitsu to release my personal information for communicating promotional activities and product information and for debt collection purposes.

Terms and Conditions

I/we confirm that I have read, understood and agree to the **Terms and Conditions** and I am authorised to apply for a customer account on behalf of the Applicant.

Please Indicate acknowledgement and agreement to the above by signing where indicated below

<u>AUTHORISED SIGNATORY</u>	
I declare that all of the information given on this form is correct. I have read and understood the terms and conditions and by submitting this application agree to be bound by them. I understand that by submitting this application, I am entering my organisation into certain obligations, and I declare that I am in a position to enter into such obligations on behalf of my organisation.	
Full Name: (Please Print)	<input type="text"/>
Address: (Please Print)	<input type="text"/>
Position Held: (Please Print)	<input type="text"/>
Signed:	<input type="text"/>
Date:	<input type="text"/>

Fujitsu New Zealand Limited

STANDARD TERMS AND CONDITIONS

We agree to supply the Goods, Software, and Services you order in return for the payment of the price for those Goods, Software, and Services and according to these Terms and Conditions. Acceptance of delivery or receipt of any Goods, Software, or Services will (notwithstanding any statement to the contrary by you or your employees or agents) constitute acceptance of these Terms and Conditions.

1. PRICE

1. Any quote we make to you will be valid for 30 days unless we earlier withdraw it by notice to you.
2. All prices exclude GST, freight costs, installation and any other applicable taxes and duties. You agree to pay these items (as applicable) in addition to the price. If we incur additional costs because of exchange rate fluctuations after the date of our price quotation then we may increase our prices to you accordingly.

2. PAYMENT AND DEFAULT

1. You agree to pay us within 14 days of our invoice to you, unless otherwise agreed with Fujitsu in writing. All payments received by us will be applied first in reduction of interest or costs and expenses due to us (if any) and then in reduction of amounts due pursuant to clause 1. We may apportion payments received against such outstanding accounts or items as we determine (at our sole discretion) and specify to you. Until we specify our application of any moneys, all moneys received shall be held unallocated and in suspense and no amount due shall be reduced or deemed reduced until payment of all moneys are received in full by us.
2. If an Event of Default occurs, we may (without prejudice to any of our other rights):
 - a. Demand immediate payment of all or any part of any moneys owing (whether or not then due);
 - b. Suspend or terminate your trade account;
 - c. Withhold without notice delivery or supply of Goods, Software or Services ordered by you;
 - d. Cancel this agreement and seek damages;
 - e. Charge you interest on the price and/or any other moneys owing to us at a rate of 2% above our bank's commercial overdraft rate until we actually receive payment;
 - f. Recover any Goods delivered to you.

You agree we may enter your premises or any other place where the Goods are stored, or where we reasonably believe the Goods may be stored, and take possession of and sell the Goods, even if we do not have priority over other persons having a Security Interest in the Goods. Sections 108, 109 and 120 of the Personal Property Securities Act 1999 do not apply to the extent that they are inconsistent with this clause.

3. Where you have only partly paid for the Goods and we recover them from you, we will refund the amounts you have paid from the proceeds of resale (if any) after deducting all or any other moneys owing to us (whether or not then due) and all costs incurred by us in accordance with clause 9.

3. DELIVERY

1. We will use all reasonable efforts to deliver the Goods, Software and Services to you on the agreed date.
2. If you have a discrepancy in your order when delivered you agree to let us know in writing within 48 hours. After that time you agree you have accepted that the order as delivered is correct.
3. At our sole discretion, you may return undamaged and "as new" products within 7 days of delivery to you and you will receive a refund less a restocking charge.

4. SOFTWARE

1. The ownership of any Software included in any Goods or provided in connection with any Services shall remain with the original owner or licensor. Use of the software will be subject to the accompanying license agreement.

5. SECURITY AND RISK

1. Risk in the Goods will pass to you on delivery.
2. Ownership of all Goods supplied to you by us will not pass upon delivery but will remain 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 Software or Services, or to any other personal property supplied). We hold a Security Interest in all Goods supplied to you for payment of those moneys.
3. Until all moneys due to us are paid by you, you:
 - a. Will not sell, charge or part with possession of the Goods otherwise than for their full values in the ordinary course of business;
 - b. Will not alter, obliterate, or deface the Goods and will not alter, obliterate, deface, cover up, or remove any identity mark indicating that the Goods are our property;
 - c. Must store the Goods in such a manner that they are clearly identifiable as our property and must keep separate records of the Goods;
 - d. Will hold the proceeds of the resale of the Goods in trust for us, in a separate and identifiable account.
4. At our request, you will promptly deliver, execute or do (or cause to be executed, delivered or done) any documents, contracts, agreements, deeds or other action that we may require from time to time to give effect to these Terms and Conditions, including without limitation doing all such things as we may require to ensure that the Security Interest created under these Terms and Conditions constitutes a perfected Security Interest over the Goods. This includes, but is not limited to, providing any information we request to complete a financing statement or a financing change statement for the Personal Property Securities Register.
5. You waive any right to receive a verification statement under the Personal Property Securities Act 1999.
6. Nothing in sections 114(1)(a), 117(1), 133 and 134 of the Personal Property Securities Act 1999 shall apply to these Terms and Conditions. Your rights as a debtor in sections 116, 119, 120(2), 121, 125-127 and 129 of the Personal Property Securities Act 1999 shall not apply to these Terms and Conditions.

6. WARRANTIES AND CONDITIONS

1. We will endeavor to pass on to you the benefit of any warranty given in relation to the Goods or Software by our suppliers or a third party such as a manufacturer.
2. Unless you have rights under the Consumer Guarantees Act 1993, or other legislation which cannot be excluded or limited, there are no warranties express or implied. This disclaimer includes implied warranties as to merchantability and fitness for a particular purpose.

7. REMEDIES FOR DAMAGED OR DEFECTIVE GOODS, SOFTWARE, OR SERVICES

1. You agree to notify us in writing as soon as you identify any damage or defect in the Goods, Software, or Services we supply you, giving us full details.
2. Unless you have rights under the Consumer Guarantees Act 1993, or other legislation which cannot be excluded or limited, if the Goods, Software, or Services we supply you are damaged or defective then we will make every endeavour to remedy the problem at our sole option by either repairing or replacing the Goods, Software, or resupplying the Service, or if it can not be remedied we may refund you the price paid.
3. We will not be responsible for any damage or defect where it has been caused by you or people you are responsible for, nor will we be responsible for third party Software.

8. LIMITATION OF LIABILITY

1. Our liability to you shall, subject to any statutory right you may have which can not be excluded, be limited to the remedy or refund under clause 7.
2. IN ANY CASE, WE SHALL NOT BE LIABLE TO YOU FOR ANY SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING ANY LOSS WHATSOEVER AND HOWSOEVER ARISING OUT OF OUR SUPPLY OF GOODS, SOFTWARE AND/OR SERVICES TO YOU.

9. COSTS

1. At our request, you agree to pay all costs incurred by us (including costs on a solicitor-client basis and debt collection costs) incurred in registration of a Financing Statement or a Financing Change Statement, protection or presentation of our Security Interest or its registration, recovery or attempted recovery of outstanding moneys and the enforcement of this these Terms and Conditions or the Security Interest contained in these Terms and Conditions.

10. FORCE MAJEURE

1. We shall not be liable to you for any delay or failure to perform our obligations due to a matter beyond our control.

11. ACCEPTANCE

1. You agree that these Terms and Conditions applied at the time of any order with us, and will apply to future orders you make with us unless otherwise agreed in writing between us. Any terms or conditions to the contrary of these Terms and Conditions shall not apply.

12. CONSUMER GUARANTEES ACT

1. The Consumer Guarantees Act 1993 will not apply in respect of Goods, Software, or Services which we provide you where you acquire (or hold yourself out as acquiring) them for the purposes of a business as defined in that Act.

13. RESALE AND EXPORT

1. You acknowledge that any Goods, Software, documentation and other materials provided by us ("Covered Products") may be subject to export control laws and regulations of the United States and other countries. Upon delivery of Covered Products to you, you are responsible for compliance with all applicable export control laws and regulations. You must not export, re-export, or transfer directly or indirectly any Covered Products in contravention of such export control laws and regulations. If you wish to resell or export any Goods, Software or materials, you will first obtain all consents and licences as may be required from time to time under local laws and regulations and under the laws and regulations of any other country, including but not limited to the Export Administration Regulations of the United States of America, that may affect or regulate such export. You must also obtain our prior consent before exporting Software.
2. If you on-sell any product supplied under this Agreement to any person for the purposes of a business, you shall first agree in writing with the purchaser in the same terms as are set out in the final sentence of Clause 13.1 as if that purchaser is 'you' and you shall agree with the purchaser that neither it nor any other purchaser of the product shall on-sell the product to any person for the purposes of a business without first entering into the agreements required by this clause (with all necessary amendments). You agree that should it, or any subsequent purchaser, fail to comply with this requirement, it shall indemnify us against any liability, cost or expense incurred by us arising out of that failure.

14. INTERPRETATION

1. "Goods" means computers, computer parts, products and accessories and other goods (excluding any software), and includes proceeds of those goods.
2. "Event of Default" means if you:
 - a. Fail to pay any sum due under this Agreement on the due date for payment;
 - b. Commit a breach of any provision of this Agreement;
 - c. Give a notice under section 162 of the Personal Property Securities Act;
 - d. Become insolvent, commit an act of bankruptcy or (being a company) are placed into liquidation or receivership, enter into any arrangement or composition with your creditors, have any distress or execution levied upon your goods, or allow any judgement against you to remain unsatisfied for more than 24 hours;
 - e. No longer carry on business or threaten to cease carrying on business;
 - f. Suffer a change of ownership or effective control or a material change in the nature of your business.
3. "Services" means warranty and installation services.
4. "Software" means software in object code form together with its associated documentation.