

Application for Credit Account

Nature of Organisation

Sole Trader Partnership Limited Company Other _____

Trade Name: _____

Legal Name: _____

Delivery Address: _____

Postal Address: _____

Telephone: _____ Fax: _____ Mobile: _____

Registered Office: _____ Email: _____

Details of Partners (if Partnership) or Directors (if Limited Company)

1. Full name: _____

Home Address: _____

Home Phone: _____

2. Full name: _____

Home Address: _____

Home Phone: _____

Accounts Contact: _____ Servicing Contact: _____

Bank & Branch: _____ Accountant: _____

Trade References (please provide three):

1. _____ Phone No: _____

2. _____ Phone No: _____

3. _____ Phone No: _____

I certify that the above information is true and correct and that I am authorised to make this application for credit. In accordance with the Privacy Act (1993) I authorise any person or company to give information as may be required in response to credit enquiries. I have read and understand the TERMS OF BUSINESS of ComputerCare NZ Limited which form part of, and are intended to be read in conjunction with this Credit Application. I agree to abide by these conditions and confirm that I am authorised to make this declaration.

Signed: _____ Date: _____
Proprietor/Partner/Director/Authorised Signatory (please circle one)

Full Name: _____ Position: _____

Do you wish to receive our Company Newsletter?

Do you wish to receive e-mails alerts of threats to your Network?

Terms of Business

General

The following conditions constitute the terms of business between ComputerCare NZ Limited (hereinafter referred to as ComputerCare) and the client. ComputerCare may vary these conditions at any time and the client will have been deemed to have accepted any changes once they have been advised.

Payment

If an approved credit account is opened at the time of acceptance of quotation, payment is due on the 20th of the following month, otherwise payment for all products and services are due on delivery. ComputerCare reserves the right to charge penalty interest on accounts not paid on the due date, together with collection costs incurred. No part of the payment due is to be retained by the client. Where accounts are not paid, ComputerCare reserves the right to withdraw or withhold services at its discretion.

Warranty

ComputerCare guarantees all new products supplied to clients for a period of 60 days. Repairs to faults which were not intermittent are guaranteed for a period of 60 days. For reasons detailed below, no warranty can be given for intermittent faults. Warranty is provided subject to:

- Equipment is properly used and maintained
- Damage or fault is not due to outside influences (such as power surges) or user error
- Warranty replacement equipment applies from the date of original purchase of the equipment that was replaced under warranty
- Where a third party not authorised by ComputerCare attempts to undertake any service on product supplied by ComputerCare, ComputerCare reserves its position to void any applicable warranty

Please note that manufacturer warranties do not generally cover ComputerCare's associated labour costs.

Intermittent Faults

Because of the intermittent nature of many computer faults, it is often impossible to diagnose a fault other than by a series of replacements and/or testing of different components. The non-appearance of an intermittent fault during workshop testing does not mean that the fault has actually been fixed. A successful repair may therefore involve a long period with the equipment being returned several times before the fault is finally eliminated. In many cases, the problem may lie within a change to the environment rather than an actual repair to the equipment. ComputerCare service personnel will do their best to eliminate the most likely reasons first, but all time will be charged for.

Consumer Guarantees Act 1993

It is acknowledged that where a client is acquiring products or services for the purposes of business use, the provisions of the Consumers Guarantee Act 1993 shall not apply.

Intellectual Property

All trademarks, copyright and other intellectual property embodied in or in connection with product, service, software and any related documentation are the sole property of ComputerCare or its suppliers and cannot be used by the client without the specific written consent of ComputerCare.

Charges

A minimum charge of 30 minutes applies to all service jobs logged. Where support is provided on a casual basis via telephone or remote access connection, a minimum charge of 15 minutes shall apply. Where service and/or support work is required outside normal business hours of 8am to 6pm or on statutory days or weekends, ComputerCare will charge a surcharge per hour over and above the normal hourly charge for such services. Where after hours work has not been scheduled in advance, a call-out charge will apply. Travelling time will be charged on a return basis of reasonable travel time between the nearest ComputerCare office and the client site. A travel charge based on a rate per kilometre will also be charged for on site service calls. ComputerCare reserves the right to vary its charge out rates at its discretion.

Sub-Contract

ComputerCare reserves the right to sub-contract all or any part of its obligations under this contract to another party.

Backup of Data and Programmes

While every effort is made to ensure the integrity of data on a client's system, at times problems may arise. It is the responsibility of the client to maintain an adequate backup and security of data at all times.

Priority

While ComputerCare tries to ensure sufficient resources to expedite repair, there are times when resources are limited. On such occasions, priority for repairs, parts and/or loan equipment will go to those clients whose equipment is covered by a ComputerCare support agreement.

Support

Unless specifically agreed, training and application support for software other than any produced by ComputerCare is not provided. Training and application support for software developed by ComputerCare is chargeable unless specifically agreed prior to being provided.

Ownership

Goods will remain the property of ComputerCare until fully paid for, however the risk shall pass to the client when such goods are delivered to the client or into custody on the client's behalf. Consequently the client should ensure that insurance provisions are in place for products once received. Delivery is deemed to have been made once the products have been collected by the client or their agent from ComputerCare's premises or once the goods have been delivered by ComputerCare to the clients' premises or any other place designated by the client. Title of the goods will pass to the client once payment has been received.

Returns

Once pre-packaged software is opened, under no circumstances will it be acceptable for return. Other products supplied may be returned at the discretion of ComputerCare, however should a return be approved, a re-stocking fee of up to 10% of the original purchase price may be charged. Requests for the return of products will not be accepted more than 30 days from the date of delivery.

Software Licensing, Viruses, Security

ComputerCare will not knowingly recommend illegal software to the client or recommend license levels below those actually required. It is the clients responsibility to ensure that all software purchased or obtained is both legally obtained and virus free. ComputerCare will not be held responsible for software piracy or licensing violations on the clients system. Furthermore, ComputerCare will not be liable for any security breaches or viruses occurring within the clients system.

If the product supplied is a software product, then in addition to these terms, that product is supplied subject to the terms and conditions of the relevant software license agreement.

Liability

ComputerCare employees, contractors or agents will not be liable in contract, tort (including negligence) or otherwise to compensate you or any employees or agents thereof for any loss, injury or damage arising directly or indirectly from any omission, error default or delay by ComputerCare employees, contractors or agents or for any failure of the services provided except where such loss, injury or damage is the direct or indirect result of an intentional act. Such loss (whether direct or indirect) includes loss of profits, revenue, actual or potential business opportunities, contracts or anticipated savings or profits or any indirect or consequential loss whatsoever notwithstanding that ComputerCare employees, contractors or agents have been advised of the likelihood of such losses.

Privacy

ComputerCare will handle clients' personal information in accordance with relevant laws.

Cancellation

ComputerCare reserves the right to cancel this contract at any time.

Acceptance

Any instructions for the supply goods or services by ComputerCare received from the client subsequent to the receipt of this Application and Terms of Business are deemed to be an acceptance of the Terms of Business as presented, regardless of whether the Application and declaration have been signed.