



Dear Applicant

## ACCOUNT APPLICATION

Thank you for your enquiry regarding opening an account with Renaissance Limited.

Attached are the following documents:

- Account Application
- Standard Terms of Sale

To avoid delays in processing, please ensure each page of the application is completed in full and the Terms of Sale page is initialled where indicated.

Yours sincerely

Renaissance Limited

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**Renaissance Limited**  
[www.renaissance.co.nz](http://www.renaissance.co.nz)

**Auckland:**

Private Bag 24905,  
Royal Oak 1345

Phone 09-968-3600  
Fax 09-968-3601

**Wellington:**

Phone 0508-800-905  
Fax 04-913-5500

**Christchurch:**

Phone 03-379-7283  
Fax 03-365-8311

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**Renaissance Limited – Account Application Form**

Please complete and return this application to:  
Renaissance Ltd, Private Bag 24905, Royal Oak, Auckland 1345

Customer Details					
Customer's Name:					
	("Customer")				
Trading Name:		Length of time using this name:			
Organisation type:	Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Trust <input type="checkbox"/> Other <input type="checkbox"/> (Specify here : _____)				
Incorporation Number:		Delivery Address:		City:	
Telephone:		Postal Address:		Post Code:	
Mobile Phone:		Facsimile:		Email:	
Website:		Bank & Branch:			
PPSR Contact Person:					
Name:		Phone:		Facsimile:	
Street Address:				Email:	
Please sign below to acknowledge that Renaissance Limited will be registering a security against all goods supplied, in accordance with the Personal Property Securities Act 1999, and to confirm you do not require a copy of the PPSR verification statement.					
Signed:		Name:		Date:	
Primary Contact for sales and marketing material					
<input type="checkbox"/> Mr <input type="checkbox"/> Ms <input type="checkbox"/> other: _____		Name:			
Job Title:		Direct Phone:		Cellphone:	
Email Address:					
Please advise if you wish to receive electronic marketing information from Renaissance					
Yes <input type="checkbox"/> No <input type="checkbox"/>					
You can alter which information you're sent at any time by using the subscribe/unsubscribe options contained within each email.					
Description of business					
No. of branches you operate:	No. of employees:				
What are your major business activities and business focus?					
<input type="checkbox"/> Computer store	<input type="checkbox"/> Networking and security	<input type="checkbox"/> Office-products reseller	<input type="checkbox"/> Software Development		
<input type="checkbox"/> Systems integration	<input type="checkbox"/> Consultant	<input type="checkbox"/> Educational dealer	<input type="checkbox"/> Government		
<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Financial Services	<input type="checkbox"/> Mobility	<input type="checkbox"/> Video		
<input type="checkbox"/> Broadcast	<input type="checkbox"/> Post Production	<input type="checkbox"/> E-tailer	<input type="checkbox"/> Educational Institution		
<input type="checkbox"/> Other (please specify):					
Support Information					
In addition to the Primary Contact given on page one, please list, if appropriate for your organisation, the following people and any others whose names should be in our database. Please include full name and job title:					
Managing Director:		General Manager:			
Sales Manager:		Purchasing Manager:			
Sales Representative:		Accounts Payable:			
Other:		Other:			



**Credit Details (if applicable):**

**Details of Sole Traders, Partners, Trustees or Directors:**

Full Name:		Full Name:	
Physical Address:		Physical Address:	
Home Phone:		Home Phone:	
Mobile Phone:		Mobile Phone:	
Date of Birth:		Date of Birth:	
ID:		ID:	
Full Name:		Full Name:	
Physical Address:		Physical Address:	
Home Phone:		Home Phone:	
Mobile Phone:		Mobile Phone:	
Date of Birth:		Date of Birth:	
ID:		ID:	

The above-named persons authorise Renaissance to obtain any personal information concerning them that Renaissance considers necessary for the purposes of this application, and authorise any person from whom Renaissance requests information (including personal information) concerning them, to release that information to Renaissance, and authorise Renaissance to release any such information to any person for the purposes of determining credit worthiness, for communicating promotional activities and product information and for debt collection purposes.

Do any of the above have, or have had, an account with us under another name?	If yes, provide details:

**Capital Value**

Value of paid up capital (if a limited liability company)	Value of private loans to be repaid (if a partnership or proprietorship)
Value of personal charges outstanding (if a partnership or proprietorship)	Value of personal capital (if a partnership or proprietorship)

**Trading History**

Date business started trading or current ownership acquired (whichever is later)
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**Registered PPSR Security Interests**

Are there PPSR Security Interests registered against your business?

If yes, provide details:

Date	To	Secured On
Date	To	Secured On
Date	To	Secured On

**Credit References:**

1	Contact Phone Number:	
2	Contact Phone Number:	
3	Contact Phone Number:	



**I certify as follows:**

1. That the above information is true and correct and that I am authorised to make this application for credit on behalf of the Customer.
2. I have read and understood the **Terms and Conditions of Renaissance Limited** ("Renaissance"), which form part of and are intended to be read in conjunction with this Application. I hereby bind the Customer to all the provisions of this Application and the Terms and Conditions in relation to all existing and subsequent goods and/or services that have been or will be supplied to the Customer by Renaissance.
3. I agree that this Application and the Terms and Conditions shall together form a security agreement for the purposes of the Personal Property Securities Act 1999.
4. I understand that information (including personal information) collected by Renaissance concerning the Customer (including the information collected in this form) is collected and may be stored, used or disclosed in order to determine whether or not Renaissance will provide or continue to provide credit to the Customer, and enforce any obligations it may have to Renaissance in respect of that credit, including but not limited to registering a Financing Statement in accordance with Renaissance's rights under the Personal Properties Securities Act 1999.
5. I acknowledge that the personal information will be held by Renaissance. I understand that I have the right as a sole trader, partnership, trustee or as a director of a company to obtain access to and request correction of the personal information provided in accordance with the Privacy Act 1993.
6. I authorise Renaissance to obtain any personal information concerning me that Renaissance considers is necessary to perform the above purposes from any person or organisation. I also authorise any person from whom Renaissance requests information (including personal information) concerning me or the Customer, to release that information to Renaissance. I also authorise Renaissance to release any such information to any person for the purposes of determining credit worthiness, for communicating promotional activities and product information and for debt collection purposes.
7. I acknowledge that **if the Customer is acquiring the goods and services from Renaissance for business purposes that Consumer Guarantees Act 1993 does not apply to this agreement.**

Signed:		Date:	
Full Name:		Position:	



## Renaissance Limited – Terms of Sale

Renaissance Limited (“Renaissance”, “we” or “us”) agrees to supply goods including specified rights to use intangible property (“the Goods”) and services (“the Services”) to you, the Customer, in return for payment of the price for those Goods and Services and according to these Terms and Conditions. Acceptance of delivery or receipt of any Goods or Services will (notwithstanding any statement to the contrary by you or your employees or agents) constitute acceptance of these Terms and Conditions. Where more than one Customer has entered into this agreement, the liability of the Customers under shall be joint and several.

- 1 Price**
  - 1.1 The price you pay will increase to include GST, other tax and duty, and insurance, freight, delivery, or handling charges not expressly included in the price. You agree to pay these items in addition to the price, whether imposed before or after your order.
  - 1.2 We can revise our prices at any time prior to accepting your order. We can also increase the price where there is an increase in the cost of any items (including exchange rates changes) affecting the cost of supply, production and/or delivery of the goods between the date of the contract and the date of delivery. If we do this then you can withdraw your order.
  - 1.3 You are bound to pay us the price once we accept your order. A quotation does not give rise to a binding contract until you place an order that we subsequently accept.
- 2 Payment**
  - 2.1 Payment must be made in cash prior to delivery of your order unless we agree otherwise in writing. If we allow you credit, payment in full is due on the 20<sup>th</sup> of the month following date of invoice. We can alter the terms of payment with effect from the date that we notify you of such change and such change will apply to pre-existing and future orders.
  - 2.2 We can impose a credit limit on you at any time, and alter it at our sole discretion. Any such change will apply immediately to pre-existing and future orders. If you exceed your credit limit or we at any time consider your credit worthiness to be unsatisfactory we can require such security for payment or additional security as we in our sole discretion think fit and/or require payment prior to delivery. We may also cancel any outstanding orders or withhold supply of goods until such security, additional security or payment has been obtained.
  - 2.3 You must not withhold payment or make any deductions of any nature whether by way of set off (legal, equitable or otherwise), counterclaim or otherwise from any amount you owe us.
- 3 Delivery and Risk**
  - 3.1 Where we agree to transport the goods to a specified place, we will deliver, or arrange delivery of, the goods to that place. We can deliver the goods by instalments, and each instalment shall be treated as a separate contract.
  - 3.2 Risk in any Goods sold to you will pass to you at time the Goods are made available for dispatch from our premises (“Delivery”), whether the Goods are delivered to your address by us or uplifted from us by you or by a carrier arranged by you or us.
  - 3.3 If any of the Goods are damaged or destroyed prior to property in them passing to you, we are entitled, without prejudice to any of our other rights or remedies under these terms and conditions (including the right to receive payment of the balance of the Price for the Goods), to receive all insurance proceeds payable in respect of the Goods whether or not the price has become payable under these terms and conditions. The production of these terms and conditions by us is sufficient evidence of our rights to receive the insurance proceeds without the need for any person dealing with us to make further enquiries.
  - 3.4 Any date or time stated for dispatch is an estimate only and not to be treated as a condition of sale.
- 4 Orders**
  - 4.1 You may request to return faulty or non-faulty products to us within 7 working days of Delivery by requesting a Goods Return Authority from us, but we are not bound to accept the return of non-faulty products in any circumstances. The issue of a Goods Return Authority does not guarantee that we will accept the return.
  - 4.2 If upon receipt of any non-faulty returned products in accordance with paragraph 4.1 we are satisfied (in our sole discretion) that the returned product has not been used or opened and is not otherwise unsealable as a new product, and we agree to accept the return of the said product, then you will receive a credit for the full value of the said product excluding any and all freight / handling or other charges which have been incurred in connection with the said returned products and a 10% restocking fee.
  - 4.3 If Renaissance does not agree to accept the non-faulty returned products, you must collect the non-faulty returned products from us and pay the full value for them and any additional insurance/freight/handling or other charges which have been incurred in connection with the said returned products.
  - 4.4 Unless the return of goods is due to an error by Renaissance, freight charges will not be credited under any circumstances and you will be liable for all delivery and insurance charges incurred in respect of returned goods.
  - 4.5 Our treatment of returned faulty goods shall be in accordance with our normal return procedures in effect from time to time for the specific brand being returned. If following the return of such products, we determine that the said products are not faulty, you must collect the non-faulty returned products from us and pay the full value for them and any additional freight / handling or other charges which have been incurred in connection with the said returned products.
  - 4.6 You are responsible for ensuring that all your personnel placing online orders have authority to do so, and you are also responsible for ensuring that we are notified if online access is removed for any such person.
- 5 Security Interest**
  - 5.1 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 Services, or to any other personal property supplied). We hold a Security Interest in all Goods supplied to you for payment of those moneys.
  - 5.2 Until all moneys due to us are paid by you, you agree to act as a fiduciary of us and that you will:
    - (a) Not sell, charge or part with possession of the Goods, otherwise than for their full values in the ordinary course of business;
    - (b) 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) Store the Goods separately or clearly identify them as belonging to us;
    - (d) Hold the proceeds of the resale of the Goods in trust for both you and us, in a separate and identifiable manner. 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 beneficially entitled to the balance of the proceeds.
  - 5.3 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.
  - 5.4 We can enter the premises where the goods are stored or where we reasonably believe the goods are located and remove them without being responsible for any damage caused in doing so resell any of the goods and apply the proceeds of sale in reduction of amounts you owe to us. We may take such action even if we do not have priority over other persons having a Security Interest in the Goods. Sections 108, 109 and 120(1) of the Personal Property Securities Act 1999 (“PPSA”) do not apply to the extent that they are inconsistent with this clause.
  - 5.5 You waive any right to receive a verification statement under the PPSA.
- 5.6 Nothing in sections 114(1)(a), 117(1), 133 and 134 of the PPSA shall apply to these Terms and Conditions. Your rights as a debtor in sections 116, 119, 120(2), 121, 125-127, 129, 131 and 132 of the PPSA shall not apply to these Terms and Conditions.
  - 5.7 We may issue proceedings to recover payment for the Goods notwithstanding that ownership of the Goods may not have passed to you.
- 6 Intellectual Property**
  - 6.1 Where we supply you with third party Software, you agree to use such third party Software strictly in terms of the licence under which it is supplied.
- 7 Exclusion of Warranties**
  - 7.1 If you are acquiring the Goods or Services for business purposes, the guarantees under the Consumer Guarantees Act 1993 (“the Act”) do not apply.
  - 7.2 If you on-supply goods:
    - (a) You must do so on the basis that the Act does not apply where the goods are on-supplied for business purposes;
    - (b) You must notify consumers that neither we nor any manufacturer undertake that repair facilities or spare parts will be available;
    - (c) You acknowledge that no Express Guarantees (as defined in the Act) are provided.
    - (d) If a consumer makes a claim directly against us under the Act then you will refund to us the amount of any damages (up to the value of the margin you made on the goods in question) we are required to pay to that consumer under the Act.
  - 7.3 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.
  - 7.4 Except as otherwise required or prevented by law or except as expressly provided under these terms all representations, guarantees, warranties and terms of whatever nature (including fitness for purpose) are completely excluded.
- 8 Repairs and replacements**
  - 8.1 We do not undertake that repair facilities and parts will be available for the goods. We will not be liable to repair or replace any defective goods and at our own discretion we may:
    - (a) notify the manufacturer of the goods of any defect notified by you; and
    - (b) request the manufacturer to repair or replace any defective goods.
- 9 Limitation of Liability**
  - 9.1 We are not liable to you for any loss or damage arising from delay or failure to perform our obligations due to any matter beyond our reasonable control.
  - 9.2 We and our employees and agents shall not be liable to you for any claim for breach of Contract (except as provided in clause 9.3 below) or Statute or breach of duty in Tort (including negligence) or for any claim in Equity or otherwise at law.
  - 9.3 Your sole remedy against us shall be limited to breach of contract and the extent of any such liability shall be limited to an amount equal to the price charged for the particular Goods or Services to which the breach relates. We will not, in any case, be liable for any other losses or damages whether general, exemplary, punitive, direct, indirect or consequential, including loss of business profits.
  - 9.4 No action may be brought against us unless notice of such claim is given to us within one week of Delivery of the Goods or provision of the Services. We shall be released from all or any liability unless proceedings are brought in a Court of competent jurisdiction within one year of the date of delivery of the Goods or provision of the Services.
- 10 Default**
  - 10.1 If you do not pay any monies owed to us (“the unpaid monies”) within 10 days of the due date, we may charge penalty interest at a rate of 2.5% per calendar month calculated daily on the unpaid monies from the due date until payment in full (including GST and other charges) is made (including after as well as before any Court judgment).
  - 10.2 You agree to indemnify us for and pay, on demand, all costs incurred by us (including legal costs on a solicitor-client basis and debt collection costs) in the recovery or attempted recovery of unpaid moneys and/or the enforcement of these Terms and Conditions or the Security Interest contained in these Terms and Conditions.
  - 10.3 If an Event of Default occurs, we may suspend or terminate any contract with you, and all amounts you owe us shall immediately become due and payable notwithstanding that the due date has not arisen.
  - 10.4 An “Event of Default” means an event where:
    - (a) You default in any payment or you fail to comply with the terms of any contract with us; or
    - (b) You commit an act of bankruptcy; or
    - (c) You enter into any composition or arrangement with your creditors; or
    - (d) You do anything that makes you liable to be put into liquidation, or a resolution is passed or an application is made for your liquidation; or
    - (e) A receiver, administrator or statutory manager is appointed over all or any of your assets.
- 11 Use of Information**
  - 11.1 You acknowledge that information (including personal information) collected by us concerning you may be stored, used or disclosed in order to determine whether or not we will provide or continue to provide credit to you, and enforce any obligations you may have to the us in respect of that credit.
  - 11.2 You acknowledge that the personal information will be held by the us at our main trading address, and that you have the right as a sole trader, partnership, trustee or as a director of a company to obtain access to and request correction of the personal information provided in accordance with the Privacy Act 1993. You must notify us of any change in circumstances that may affect the accuracy of the information you provided to us.
  - 11.3 You authorise us to obtain any personal information concerning you that we consider necessary to perform the above purposes from any person or organisation. You also authorise any person from whom we request information (including personal information) concerning you, to release that information to us. You also authorise us to release any such information to any person for the purposes of determining credit worthiness, for communicating promotional activities and product information and for debt collection purposes.
- 12 General Provisions**
  - 12.1 These terms apply to all transactions where we supply Goods or Services to you. If there is any inconsistency between these terms and any order submitted by you or any other arrangement with us, these terms prevail unless otherwise agreed by us in writing.
  - 12.2 If any provision of these terms and conditions is held by any court to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining provisions.
  - 12.3 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.
  - 12.4 You may not transfer or assign all or any of your rights or obligations under this contract without our prior written consent.
  - 12.5 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 New Zealand Courts.
  - 12.6 We may review and change these terms and conditions at any time and from time to time. Any such change will take effect from the date on which we notify you of the change.