

**CONNECT SECURITY PRODUCTS LTD (“CSP”)
CUSTOMER INFORMATION; CREDIT APPLICATION; TERMS OF TRADE , SECURITY AGREEMENT;**

CUSTOMER _____
(Limited Company Name, Name of Person, Trust , OR Partnership Name as in any partnership agreement)

Postal Address _____

General

Street address: _____

Delivery Address : _____
(If different from street address)

Phone: _____ Fax: _____ Email Address: _____

Contact Person Re Accounts – Name: _____ (DDI if any) _____

Address: _____ Order No. required? Yes No
(This person will be registered as the person acting on behalf of an organisation) (Unchecked means no number required)

SG No: _____

a) Customer is a Sole Trader or

Full Name: _____ DOB: _____
(As appears on a driver's licence, birth or marriage certificate, passport, or other similar official document)

Home Address: _____ Home Phone: _____ Home Fax: _____

Previous Address: _____ Mobile: _____

Name of Service Agent: _____ Address: _____
(Sole trader **must** have a service agent Eg Accountant / Lawyer & copy of Passport or Drivers License)

Customer is a Limited Company / Partnership / Trust / Incorporated Society Unincorporated Society
(tick as appropriate)

Full Names of Directors / Partners / Trustees or Committee

1) Full Name: _____ DOB: _____ Home Phone: _____
(As appears on a driver's licence, birth or marriage certificate, passport, or other similar official document)

Home Address: _____ Previous Address: _____
(Not PO Box no.)

2) Full Name: _____ DOB: _____ Home Phone: _____
(As appears on a driver's licence, birth or marriage certificate, passport, or other similar official document)

Home Address: _____ Previous Address: _____
(Not PO Box no.)

3) Full Name: _____ DOB: _____ Home Phone: _____
(As appears on a driver's licence, birth or marriage certificate, passport, or other similar official document)

Home Address: _____ Previous Address: _____
(Not PO Box no.)

Full Names of Major Company Shareholders

1) Full Name: _____ DOB: _____ Home Phone: _____
 (As appears on a driver's licence, birth or marriage certificate, passport, or other similar official document)

Home Address: _____ Shares held: _____

2) Full Name: _____ DOB: _____ Home Phone: _____
 (As appears on a driver's licence, birth or marriage certificate, passport, or other similar official document)

Home Address: _____ Shares held: _____

Credit References: – (Must be your major trading accounts by value)

- 1. Name: _____ Ph: _____ Annual value of trade \$ _____
- 2. Name: _____ Ph: _____ Annual value of trade \$ _____
- 3. Name: _____ Ph: _____ Annual value of trade \$ _____

Estimated CSP Security Monthly purchases \$ _____ Credit Limit requested \$ _____

Declaration by Signatory (NB Privacy terms do not bind non signing partners, trustees or other members of unincorporated bodies. In order to enquire disclose or hold information about any individual that individual must consent personally)

1. I (name and position)..... warrant to CSP that I am authorised to enter into this contract on behalf of the customer and agree that this application form and terms of trade apply with respect to the supply of goods and services to the customer by CSP and
2. I have read the terms of trade which accompany this application and agree that these are the terms which will apply to the supply of all goods by CSP to the customer.
3. I for myself and for the customer acknowledge and consent to the personal information provided in support of the application (whether in this document or otherwise) being held by CSP and to it being used by it for all or any of the following purposes:
 - (a) Determining eligibility and terms for the provision of credit to the customer,
 - (b) Supplying the customer with goods and or services including information and offers relating thereto by way of any delivery service, fax and commercial electronic messages.
 - (c) Enforcing debts and other legal obligations.
4. I for myself and for the customer hereby authorise all persons to provide CSP and its successors and assigns with such information as it may at any time request about me and about the customer with respect to all or any of the purposes listed above or any directly related purposes. Further, CSP may provide information about its dealings with the customer and with me to any third party. I acknowledge that I am entitled to request access to, and (if required) correction of, any personal information held about me by CSP.
5. I for myself and for the customer warrant that the information given in this application is, to my best knowledge, information and belief, correct.

Signed for the signatory and the customer: _____ Date: _____
(Signature)

Witness Signature: _____ Name of Witness: _____
(Signature)

Witness' Address: _____ Witness' occupation: _____

APPLICATION OF THIS CONTRACT

1. This contract forms the basis on which CSP supplies goods and services to the customer. Each such supply shall be effected pursuant to the terms of this contract and this contract overrides the terms of any conflicting customer order unless in either case there is specifically agreement otherwise in writing signed by an authorised representative of CSP. Any quotation, invoice warranty or other document from CSP evidencing or describing any products subject to this agreement is incorporated into and forms part of this contract. If the customer obtains products through or on behalf of another legal entity, or organisation, the customer shall remain personally liable until CSP has received and granted a fresh formal application for credit from the new entity.

DEFINITIONS

2. "CSP" means Connect Security Products Limited
 "Customer" or "the customer" means the person shown as such in the section headed "Customer Information" and its successors and assigns. "Person" includes an organisation as defined in the PPSA.

"Claim" includes any claim:

- (a) For any form of damages, compensation or remedy including a claim for any consequential, indirect or special loss, damage or injury of any kind suffered by any person arising directly or indirectly from:
- (b) Any breach of CSP's obligations under this contract or from any cancellation of the contract; or from any negligence, misrepresentation, act or omission by CSP or its employees, agents or contractors.

"Default" means:

- a The customer fails to collect ordered goods or accept them on delivery or
- b While the customer owes CSP any money the customer fails to comply with the terms of this contract; or
 - i) The customer causes or allows some or all of the goods to be or become liable to be destroyed, damaged, endangered, disassembled, removed or concealed from CSP or the goods become liable to seizure by another creditor.
 - ii) The customer allows another security interest in the goods to be registered or sells the goods other than in the ordinary course of the customer's business; or
 - iii) The customer allows any judgment against it to remain unsatisfied for 7 days or suffers any distress against the goods
 - iv) he customer commits an act of bankruptcy; or
 - v) The customer enters into any composition or arrangements with its creditors; or
 - vi) If the customer is a company:
 - (1) The customer does anything which would make it liable to be put into liquidation; or
 - (2) A resolution is passed or an application is made for the liquidation of the customer; or
 - (3) A receiver or statutory or official manager or an administrator is appointed over the customer or over all or any of the customer's assets.

"Goods" means security equipment of all kinds supplied to the customer by CSP, including (but not by way of limitation) cameras, sensors, intrusion, fire and emergency alarms, electronic and mechanical locking systems; communications equipment, warning and notification devices both wireless and wired; remote access and egress and locking and unlocking devices; computer software and hardware for the operation of other security equipment and all other goods which, in each case, are supplied by CSP to the customer or which are attached to goods supplied by CSP or in respect of which CSP has provided services. "The price" means the price of products quoted by CSP and accepted by the customer or, if there is no accepted quotation, the price shown in CSP's invoice for those products. "Products" means goods as defined and services including without limitation training and advice on goods supplied by CSP. Words and expressions used in this contract have any meanings (if any) given to them in the Personal Property Securities Act 1999 and to remove doubt the parties acknowledge that CSP's retention of title to goods (although a security interest) is not a mortgage as defined in the Property Law Act 2007. In this contract, the singular includes the plural and vice versa and any gender includes other genders.

ORDERS

3. The customer must pay on receipt of CSP's invoice for all products:
- (a) Ordered by means of email, fax or telephone call from any email or fax address or landline telephone number of the customer or from the number of any cellphone used by any employee of the customer or
 - (b) Ordered on any document (i) containing the customer's letterhead or (ii) usually used by the customer to order.
 - (c) Received by the customer which, if not ordered by the customer, are not within 5 working days of receipt returned to CSP in the same condition as that in which they were delivered and in respect of which the customer has within 2 working days of receipt advised CSP that the products were not ordered.

QUOTATION AND PRICE

4. A quotation shall last for 30 days after its date or, if it is undated, the date of receipt by the customer.
5. If product is required that is not provided for in the quotation, the customer must pay for it.
6. A quoted price may be increased by the amount of any increase in the cost of supply of product which is beyond the control of CSP and which occurs between the date of acceptance of the quotation and provision of the product to the customer. Price alterations shall be effective from the date specified at the time of giving notice to the customer.
7. The price shall be increased by the amount of any GST and other applicable taxes and duties and all costs under this contract relating to transportation, storage and insurance if such are not expressly included in any quoted or agreed figure..
8. Acceptance of a quotation is deemed to be an order for the work and the customer is bound to pay the price from the time that CSP begins activity to supply or obtain and supply the products or formally accepts the customer's order.

PAYMENT

9. If CSP grants credit, the customer shall pay the price immediately on presentation of CSP's invoice but provided that the customer is not otherwise in breach, CSP will not exercise any rights or remedies for late payment of any invoice if customer pays no later than the 20th of the month following the date shown on that invoice without deduction whether by way of set-off, counter-claim or any other equitable or legal claim.
10. CSP may terminate the grant of credit or vary the terms upon which it grants credit at will by notice to the customer. If the grant of credit is terminated, the customer shall pay any outstanding debt forthwith.
11. Receipt of a cheque, bill of exchange or other negotiable instrument or electronic payment shall not be deemed to be payment if the negotiable instrument or electronic payment is dishonoured, cancelled or invalidated.

RISK AND DELIVERY

12. Risk of any loss, damage or deterioration of or to goods passes to the customer when:
- (a) CSP places the goods for collection by the customer at CSP's premises or
 - (b) CSP delivers the goods to the customer or to a carrier, courier or other bailee for delivery to the customer or
 - (c) (if an employee of CSP is to deliver) the customer fails to accept the goods or requests delayed delivery after the goods have left CSP's premises.
13. Unless otherwise agreed it shall be the customer's responsibility to uplift and arrange and pay for transport of goods from CSP premises and to arrange any insurance and CSP shall not be liable for any loss or damage to the goods during such transport even although such loss or damage may be caused by CSP's negligence or other default.

14. If CSP is to deliver the goods to the customer it intends to use all reasonable efforts to do so on any delivery date specified. However, any time stated for transport or delivery of the goods by CSP is an estimate only and CSP shall not be liable to the customer nor to any other person for any delay in transport or delivery.

15. CSP may deliver the goods by instalments and each instalment shall be treated as a separate contract. CSP may impose minimum transport requirements from time to time.

16. If the customer fails to uplift or accept goods by or on the delivery date specified or such other date as the parties agree the customer shall pay reasonable storage costs until such time as the customer uplifts or accepts the goods. On such delays, CSP may invoice the customer for payment on the terms set out in this contract or may cancel the order or both.

SECURITY INTEREST AND CONTRACTING OUT OF THE PPSA

17. CSP retains title to all goods (including goods paid for) supplied by it to the customer until all goods not paid for are paid for in full. In addition, the customer grants to CSP a security interest in all of the customer's present and after-acquired property except goods supplied by CSP as security for the customer's debt and obligations and for the avoidance of doubt this sentence applies to goods supplied in future and to "future advances" as that expression is defined in the PPSA.

18. CSP may allocate or re-allocate amounts received from the customer in any manner it determines, notwithstanding any purported allocation by the customer.

19. **Seizure and Sale** If after any due date money remains owing to CSP, CSP (acting as the customer's agent) may enter the customer's premises or the place where the goods are and seize the goods and to dispose of them as CSP sees fit and to apply any proceeds or the value of the goods at the time of seizure towards the debt or the cost of satisfying the obligation. The customer hereby irrevocably authorises CSP or CSP's agents to enter the premises of the customer to locate and seize the goods.

20. The customer waives the right to receive a copy of the verification statement confirming registration of a financing statement relating to any security interest under this contract and further waives its rights under sections 121, 125, 129, and 131 of the PPSA and further agrees that nothing in sections 114(1)(a), 133 & 134 of that Act shall apply to this contract or the security under it.

WARRANTIES

21. This contract assumes that products are required by the customer for business purposes, and if they are so required the customer agrees that pursuant to s43(2) of Consumer Guarantees Act 1993 ("the CGA"), that the CGA does not apply. If the customer on-sells any goods, then they shall ensure that it is a term of the sale contract that the CGA does not apply if the good are being acquired for business purposes by their customer. In the event of any such on-selling, whether the CGS applies or not, CSP and the customer agree that the customer is not acting as CSP's agent. The Customer indemnifies CSP against any liability or costs incurred by CSP, whether under the CGA or otherwise, as a result of any breach by the customer of the obligations contained in this contract.

22. On the basis that the CGA does not apply:

- (a) Defective goods or goods which do not comply with this contract shall at CSP's discretion be repaired, or replaced or the purchase price refunded. Unless agreed by CSP, under this clause CSP shall not be liable for any labour or other associated costs with installing replacement goods, and they shall be a cost borne by the customer.
- (b) Any right which the customer may have to reject non-conforming or defective goods shall only be effective if the customer notifies CSP in writing within five working days following delivery and CSP is given the opportunity to inspect the goods before return.
- (c) CSP shall not be liable for any claim by the customer or any other person, including without limitation any claim relating to or arising from any conditions, warranties, descriptions or other representations as to fitness or suitability for any purpose, merchantability or otherwise whether express or implied by law or trade custom or made by any agent, employee or representative, unless:
 - (i) Liability for the claim or the representation is expressly confirmed by CSP in writing, and
 - (ii) CSP's liability under the claim shall not exceed the purchase price of the products.
- (d) Any Written warranty given by CSP shall become a term of this agreement and be read together with this agreement.
- (e) The Customer must indemnify CSP against the costs of any unsuccessful claim including (without limitation) actual legal costs and disbursements charged on a solicitor and own clients basis costs, and CSP's administration managerial and other internal costs
- (f) If the customer alleges that goods are faulty and CSP determines that they are not, the customer will pay to CSP the cost of such determination including time and travel costs of any CSP staff member or contractor.
- (g) In the event of any inconsistency between this contract (including any written warranty given by CSP), and the provisions of the Sales of Goods Act 1908 ("SGA"), CSP and the customer agree pursuant to s56 of the SGA that the terms this contract (including any written given by CSP) shall prevail over any right, duty, or liability that would arise under a contract of sale by implication of law, whether under the SGA or otherwise.

DEFAULT

23. If the customer defaults, CSP may suspend or terminate the contract and in any event any waiver of rights for payment by 20th of the month pursuant to paragraph 9 hereof shall cease automatically. In addition if the customer does not pay the amount of any invoice by the due date:

- (a) Default interest shall run at the rate of 3% per month compounding from the date of the invoice until payment in full so that such interest will continue after judgment and the right to interest shall not merge with the judgment.
- (b) Any discounts may be disallowed including discounts provided for in any invoice.
- (c) The customer must pay to CSP upon demand the cost of any legal fees charged to CSP in pursuit of any unpaid debt of the customer and such fees may include additional fees or commissions charged by debt collecting firms and actual legal costs and disbursements charged on a solicitor and own client basis. If CSP sues the customer, service of any document will be deemed to be effected on the customer if that document is left at the address shown as the customer's business address or home address or registered address. The customer must also pay to CSP all costs and disbursements incurred by CSP in the protection or enforcement or the attempted protection or enforcement of the security interest created by this agreement or the priority or registration of that security interest. The customer must also pay CSP's administration managerial and other internal costs in enforcing this contract. The customer agrees that the costs and disbursements payable under this clause are contractual damages.
- (d) CSP may also (whether or not it has exercised any other right) appoint a person to be a receiver of all or any of the goods. In addition to and without limiting affecting any other powers and authorities conferred on a receiver (whether under the Receiverships Act 1993 or at law or otherwise), a receiver has the power to do all things in relation to the goods as if the receiver has absolute ownership of the goods.

(e) The customer, if a sole trader, irrevocably appoints the person shown as an agent for service for the purposes of section 359 of the Property Law Act 2007.

SET OFF & ASSIGNMENT

- 24. CSP may apply (at its absolute discretion and without prior notice) all or any part of any credit balance with CSP towards satisfaction of any amount owing (whether or not due for payment) by the customer to CSP. CSP may so apply such credit balance even if any amount is contingently due or at the time is unquantified.
25. The customer may not assign any debt which CSP owes to it and must not to attempt such an assignment.

GENERAL

- 26. If CSP exercises or fails to exercise or delays in exercising any right or remedy available to it, that shall not prejudice CSP's ability to exercise that right or any other right or remedy.
27. The customer may return goods in as new condition within 30 days of invoice at their own cost for a full credit. CSP reserves the right to apply a 10% re-stocking fee up to a value of \$60, whichever is lower.
28. The customer must, and warrants that it will:
(a) comply with all applicable laws in relation to the conduct of its business including laws relating to bribery and corruption
(b) ensure that its actions or omissions do not cause CSP to be in breach in breach of any applicable laws, and

- (c) immediately notify CSP of any breach of this clause.
29. CSP may, without liability to the customer and without limitation to its rights pursuant to clause 23, immediately terminate this contract and any outstanding orders if the customer or any of its employees or representatives :
(a) are charged with any criminal offence in relation to bribery or corruption; or
(b) act in a manner which in CSP's reasonable opinion, brings CSP into disrepute or
(c) act dishonestly, fraudulently or illegally or
(d) are in breach of this clause.
30. If a clause or part of a clause of this document can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this document, but the rest of this document is not affected
31. This agreement is governed by New Zealand law and the parties irrevocably submit to the jurisdiction of the New Zealand courts. However, this does not limit CSP's rights to enforce this agreement against the customer or any judgment against the customer or against the customer's real and personal property in any country where the customer or that property may be.
32. The customer consents to CSP sending commercial electronic messages to the customer at any fax or electronic address provided in the application or to such other fax or electronic address as the customer provides to CSP from time to time.

DEED OF GUARANTEE AND INDEMNITY

This deed made between Connect Security Products Limited at Auckland together with its successors and assigns referred to as "CSP") and the named person or persons below together with his successors called "the guarantor")

Background

- A CSP is to supply or supplies goods, services or both to the customer named as such on page one of the attached application for credit. (together with its successors referred to as "the customer")
B The guarantor has agreed to guarantee payment of all sums which the customer has agreed to pay to CSP and the performance of the terms and conditions of sale of the goods and services between CSP and the customer ("the terms of trade").

This deed witnesses and the parties agree

- (a) In consideration of CSP supplying goods and services to the customer the guarantor guarantees to CSP payment of the price charged to the customer and payment of all money and the performance of all obligations provided for in the terms of trade.
(b) The guarantor acknowledges that goods and services are and will be supplied to the customer at the request of the guarantor and that CSP would not supply if the guarantor did not sign this guarantee and indemnity.
(c) The guarantor shall be liable for the price of all goods and services and payment of all moneys provided for by or due under (and for the performance of) the terms of trade as if the guarantor were a principal debtor to CSP and shall be liable to pay and perform upon demand by CSP and in any event, as a separate obligation, shall indemnify CSP in respect of any failure by the customer to pay or perform. CSP may demand payment from any guarantor without first making demand on the customer or any other guarantor;
(d) Where this Deed is signed by more than one person as guarantor the expression "the guarantor" shall include all such persons and the liability of the guarantor under this Deed shall be the joint and several liability of such persons and any demand made by CSP to any one or more of the persons so jointly and severally bound shall be deemed to be a demand made to all such persons.
(e) The guarantor shall not be released from the guarantor's obligations under this deed by any lack of legal capacity or other reason which would result in the terms of trade not being enforceable against (or any moneys not being recoverable from) the customer or (where more than one persons signs as guarantor) any other guarantor. Without limiting the generality of the last sentence, no waiver, giving of time, indulgence, compromise, failure to or delay in exercising remedies, variation of security, variation of the terms of trade nor other dealings by CSP with the customer or (where more than one persons signs as guarantor) any other guarantor nor any failure to register or validly register personal property security interest nor the bankruptcy or liquidation of the customer shall release the guarantor from any obligations and the guarantor waives all defences which might be available to a surety;
(f) The guarantor's rights of subrogation and of indemnity against the customer and (where more than one persons signs as guarantor) contribution against any other guarantor shall not arise until CSP has received payment (from the customer or other guarantor as the case may be) in full of all moneys owed to CSP on any account whatsoever.
(g) If any payment from the customer is set aside or avoided for any reason whether by statute or otherwise then (i) such payment shall be deemed not to have been made; and (ii) the liability and obligations of the Guarantor shall be the same as if no payment had been made and (iii) if this deed has been discharged, the Guarantor shall notwithstanding be liable for such payment.
(h) CSP shall not be bound to dispute or influence any claim or decision by the Official Assignee in the event of the borrower's bankruptcy, entry into the No Asset Procedure or becoming subject to a Summary Instalment Order under the Insolvency Act 2006 nor any claim from the liquidator of the customer.
(i) This guarantee is for the benefit of and may be enforced by any person for the time being entitled to payments of the monies due under the terms of trade and an assignment of the lender's rights under the loan agreement shall not release any guarantor from liability
(j) This guarantee shall continue in force notwithstanding that the customer may not be in debt or may be in credit with CSP from time to time and further shall remain in force until discharged in writing. CSP may delay providing a discharge until satisfied that any payment is unlikely to be made void but in any event any discharge shall be conditional on no payment to CSP subsequently being avoided or set aside on the liquidation or bankruptcy of the borrower.
(k) Where the context requires one the singular shall include the plural and vice versa and one gender shall include other genders.

In witness whereof this deed was signed on the date shown above.

1) Name of Guarantor (print clearly) _____

Signature of Guarantor _____

In the presence of:

Signature of Witness

Occupation of Witness

Address of Witness

Executed as a deed this.....day of.....20

2) Name of Guarantor (print clearly) _____

Signature of Guarantor _____

In the presence of:

Signature of Witness

Occupation of Witness

Address of Witness

Executed as a deed this.....day of.....201....