

STARLINE RENTAL PROGRAM

Fully Maintained Rental Agreement

Thinking about replacing your old and/or buying a new glasswasher or dishwasher? Why commit hard earned cash and capital from your business when you don't have to?

The Starline Rental program is a fully maintained rental option direct from the manufacturer, with very affordable monthly payments, no costs associated with machine maintenance and repair*, and easy upgrade or downsize options in the future.

Starline manufactures machines in New Zealand for local conditions and to meet local regulations. While Starline machines are renowned for their reliability, in the unlikely event of an issue your machine is supported by the best service network in the country. The Starline factory holds a comprehensive inventory of parts and our technicians and regional service agents are well trained and stocked in order to resolve any situation promptly.

Standard Features

- The latest model STARLINE glasswasher or dishwasher.
- No security bond required.
- No documentation charges or hidden costs.
- Fully maintained for the entire contract.
- 6 monthly planned maintenance visits to ensure that your machine continues to perform optimally.
- Discounted installation costs.
- Easy application process with most requests instantly approved.
- A range of terms from 12 to 48 months available.
- Discounted after hours technician callout charges.
- Flexible end of contract options and free machine replacement if required.
- Easy machine upgrade or downsize options.
- Fully tax deductible.
- Complete wash stations including accessories are available and can also be bundled into your monthly rental.

Starline Rental Prices**

| | 36 Month Term | 12 Month Term |
|------------------------------|---------------|---------------|
| • Passthrough Dishwashers: | | |
| M2 | \$230 | \$280 |
| AL | \$320 | \$380 |
| • Undercounter Dishwashers: | | |
| GLV | \$200 | \$220 |
| UD | \$210 | \$230 |
| UL | \$240 | \$260 |
| • Undercounter Glasswashers: | | |
| GM | \$160 | \$190 |
| GL | \$210 | \$240 |



ISO9001

All Starline products are designed and manufactured by Washtech using the internationally recognised ISO9001 quality management system, covering design, manufacture and final inspection, ensuring consistent high quality at all times.

In line with policy to continually develop and improve its products, Washtech reserves the right to change specifications and design without notice.

WASHTECH LTD
PO Box 90-548
Auckland 1142
414 Rosebank Road
Avondale
Auckland 1026
New Zealand
Phone 09 829 0930
info@washtech.co.nz
www.starline.co.nz



In call service where you are. Washtech provides full service backup, 24 hours a day, 7 days a week with factory based technicians and a comprehensive nationwide network of independent service providers. STARLINE SERVICE 09 829 0923
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* Any costs associated with operator damage or misuse are at the Renters expense, and there is a surcharge applicable for callouts outside of business hours.

** Fully maintained rental rates are over the stated and exclude GST. The Starline Rental program is for business customers only.

Designed and manufactured
in New Zealand by
WASHTECH

NEW ACCOUNT APPLICATION

CUSTOMER DETAILS

Account Name _____

Trading Name _____

Postal Address _____

Street Address _____

Phone _____ Email _____

Contact Person _____

Bank Branch _____

Accountant _____

IF NOT A LIMITED COMPANY, FULL NAME AND ADDRESS OF OWNERS

| | | | |
|---------|-------|---------|-------|
| Name | _____ | Name | _____ |
| D.O.B. | _____ | D.O.B. | _____ |
| Phone | _____ | Phone | _____ |
| Email | _____ | Email | _____ |
| Address | _____ | Address | _____ |

CREDIT REFERENCES

| | | | |
|---------|-------|---------|-------|
| Name | _____ | Name | _____ |
| Phone | _____ | Phone | _____ |
| Address | _____ | Address | _____ |

I/We have read and understand your Terms and Conditions of Sale and agree to abide by them.

I/We authorise any person to provide you with such information as you may require in response to your credit enquires or your provision of credit to me/us and by signing this form I/we authorise that the directors may be credit checked.

I/We authorise you to furnish to any third party any details contained in this application and any details of subsequent dealings that I/we may have with you as a result of this application being actioned by you and to use for any lawful purpose connected with your business any information which I/we or any third party may provide to you.

Signed _____ Dated _____
(Director, proprietor, or authorised signatory of applicant)

TERMS AND CONDITIONS FOR BUSINESS CUSTOMERS 5.

By entering into a contract with Washtech for the supply of goods and/or services, the customer acknowledges that it has been provided with, and has read, understands, and accepts, these terms.

1. GENERAL

- a) In these terms and conditions:
 - b) "contract" means a contract between Washtech and the customer for the supply of goods and/or services (to be on these terms and any specific terms).
 - c) "purchase order" means a request by the customer (in any form) to purchase goods and/or services from Washtech.
 - d) "specific terms" means any specific terms that the parties expressly agree in writing will apply to a contract.
 - e) "the customer" means the person, firm, company or entity to whom goods and/or services are supplied by Washtech under contract.
 - f) "the goods" means all goods which are the subject matter of, or incidental to, any contract between Washtech and the customer, and includes any part or portion of those goods.
 - g) "the services" means any services to be performed by Washtech for the customer under a contract.
 - h) "the site" means the site to which Washtech is to deliver any goods, as agreed under a contract.
 - i) "these terms" means these general account terms and conditions for business customers of Washtech.
 - j) "Washtech" means Washtech Limited (NZ Company number:1070026) and its successors and assigns.

2. APPLICATION OF THESE GENERAL TERMS

- a) Unless Washtech notifies the customer otherwise, these terms apply to all contracts for the supply of the goods and/or services by Washtech to the customer on a cash account. If any specific terms conflict with these terms, then, to the extent of any inconsistency, the specific terms will prevail unless the parties expressly agree otherwise.

3. ENTIRE CONTRACT

- a) These terms (and any specific terms) constitute the entire contract between Washtech and the customer for the supply of the goods and/or services on a cash account, and the customer acknowledges that they shall apply to the exclusion of any standard terms or conditions of trade of the customer.
- b) No modifications to these terms or any specific terms shall form part of the contract unless expressly accepted by Washtech in writing.

4. PRICE

- a) (Subject to clause 4.d) the customer shall pay the price indicated on the invoice, order form or other similar document issued by Washtech.
- b) Where a price is indicated in a quotation or tender submitted by or on behalf of Washtech then the following shall apply:
 - c) The quotation or tender shall, unless otherwise stated, constitute an invitation to the customer to submit a purchase order, in which case no contract shall be formed until the customer's purchase order has been accepted by Washtech.
 - d) The customer shall also, in addition to the price indicated in the quotation or tender, pay any difference between the price in effect at the date of quotation or tender and the price in effect upon delivery of the goods and/or performance of the services, where such price difference is due to any increase in the prices of the applicable parts, materials or labour.
- e) Unless agreed otherwise in the specific terms, the price for any services will be Washtech's standard prices for parts, materials, labour and (if applicable) travel or transportation costs, applicable on the date the services are provided.
- f) The customer shall pay any goods and services tax, or any other tax which may be payable in respect of the supply of the goods and/or performance of the services under a contract.
- g) The customer shall make all payments required under a contract in full and free from any deduction, withholding, setoff, or counterclaim.

PAYMENT TERMS

- a) The customer shall pay all amounts due to Washtech by the 20th of the month following the month invoice (in the case of a sale) and on the agreed dates (in the case of a rental). Washtech may (in its sole discretion) require payment in full before it provides any goods to the customer and/or begins the performance of any services.
- b) At any time before completion of any contract, and as a condition precedent to the performance by Washtech of the contract, Washtech may request the customer to produce evidence in a form and of a nature acceptable to Washtech of the customer's ability to pay all moneys which may be or become due to Washtech under the contract, and if the customer shall fail to produce such evidence, then the customer shall be deemed to have made default under the contract, and Washtech, shall be entitled, without prejudice to any other remedy it may have, to rescind the contract.
- c) Washtech is under no obligation to despatch any goods for delivery or allow the customer to collect any goods until the customer has made payment in full for the relevant goods and/or services.
- d) If Washtech incurs any liability, costs, charges, or expenses, including solicitor and own client costs, in the course of enforcing any of its rights under a contract, then the amount incurred shall be payable by the customer to Washtech immediately upon demand.

6. PERFORMANCE AND DELIVERY

- a) If required under the contract, Washtech will arrange delivery of any goods to the site on an ex-works (Incoterms 2010) basis (subject to any specific terms).
- b) The customer shall arrange access to the site to allow delivery and shall not reject nor refuse to accept the goods. Arrival of the goods at the site shall constitute deemed acceptance of the goods by the customer.
- c) If the goods are delivered to the site in a damaged condition, or if there is a shortage of delivery, the customer shall advise Washtech in writing within three days of such delivery, and shall confirm in writing with seven days of such delivery and Washtech will replace any damaged goods or rectify the shortage of delivery but will otherwise not be liable to provide any other remedies. If the customer fails to provide notice in accordance with this clause, Washtech will have no responsibility whatsoever to rectify any such damage or shortage of delivery.
- d) Although Washtech will use reasonable endeavours to deliver the goods and/or perform the services within the delivery time specified by the customer for the contract, such dates shall not be of the essence of the contract, and Washtech shall not be liable for any loss, expense, injury, damage or claim whatsoever or howsoever arising as a result of any delay, howsoever such delay is caused.
- e) The goods will be packed, marked and labelled by Washtech (where necessary, as required for export, in accordance with the requirements of ex-works Incoterms 2010) and such packaging will be generally suitable for the protection of the goods under normal transport conditions and for dry indoor storage and temperature climates up to three months from the date of delivery, provided that the packaging is not damaged or disturbed.

7. RISK

- a) Risk in any goods shall pass to the customer immediately on completion of loading the goods onto Washtech's designated transportation for delivery to the site, provided that if the customer requests any delay in the delivery, risk in the goods shall be borne by the customer from the time of making such request.
- b) If the customer has provided (or allowed access to) any goods to Washtech to perform services, the customer will retain risk in those goods at all times while the services are being performed.

8. OWNERSHIP OF THE GOODS

- a) Washtech will retain legal and beneficial ownership of any goods purchased by the customer until deemed acceptance of the goods by the customer has occurred under clause 6.b) or the customer has paid for the goods in full (whoever is the later).

- b) If the customer has provided (or allowed access to) any goods to Washtech to perform services, the customer will retain title in those goods at all times while the services are being performed (subject to the following). If the goods are held by or under the control of Washtech, Washtech will have general possessory title over those goods (or any insurance proceeds relating to those goods), including the right to sell those goods on notice and apply all or any part of the sale proceeds as Washtech decides, until all amounts due to Washtech have been paid in full by the customer.

9. INTELLECTUAL PROPERTY AND SUBMISSIONS

- a) If the goods are manufactured or supplied by Washtech in accordance with any specification, drawing or design provided by or on behalf of the customer, and this constitutes an infringement of any patent, copyright, or the intellectual property (of any form or type) of any person, then the customer shall indemnify Washtech against any claim, damage, loss, or expense made against or suffered by Washtech arising out of or in connection with that infringement.
- b) Any specification, drawing or design (in any form) provided by or on behalf of the customer to Washtech will automatically become the property of Washtech. Washtech is under no obligation to keep this information confidential, and may use it for any purpose in any way (without having to provide any compensation to the customer).

10. WARRANTY AND LIABILITY

- a) Provided the customer has fulfilled the terms of payment for the goods and/or services under the relevant contract, Washtech will (in its sole discretion), during the warranty period, repair or replace the goods (or any part of them) which have been manufactured by Washtech and which prove to be faulty by reason only of defective materials or defective workmanship or failure to comply with any required specifications, or re-perform the services (as relevant). This clause contains the customer's sole remedy for the failure of any goods (or any part of them) manufactured by, or any services provided by, Washtech.
- b) If Washtech inspects or tests any goods or services and finds they do not breach the warranty in clause 10.1, the customer must reimburse Washtech for all costs of those inspections or tests.
- c) If any defect becomes evident within the warranty period in any part of the goods not manufactured by Washtech, Washtech will use its best endeavours to obtain for the customer the benefit of any relevant manufacturer's guarantee or warranty but shall otherwise be under no liability whatsoever for such defect, and clause 10.1 will not apply.
- d) In these terms "warranty period" means the period of time specified in the contract as the warranty period applying to those goods and/or services. Unless agreed otherwise in the specific terms, the warranty period will commence on the date of deemed acceptance under clause 6.2 or on the date the customer makes payment in full for any services (as relevant). If no warranty period is specified for a contract, then the warranty period will be as stated on the Washtech Warranty Policy current at the time of entering the contract (available from Washtech on request or online at Washtech's website, available at <http://www.washtech.co.nz/>).
- e) 10.5 Washtech shall not be liable under clause 10.1 or 10.3 unless it is satisfied that the goods have, from the time the warranty period began under clause 10.4, been stored, used, installed, operated, and maintained properly for their given purpose and in accordance with any instructions or recommendations given by Washtech or the manufacturer of the goods or any component part, and have not been altered in any way or used in conjunction with any other device or consumables if not approved by Washtech or the manufacturer.

- f) Washtech shall not be liable under this clause 10 unless the customer notifies Washtech in writing within seven days of any defect or failure occurring in any goods and/or services and unless the customer provides Washtech promptly with all information as Washtech may reasonably require concerning the goods and/or services, with the contract and all instructions and directions, such defect and the use, installation, maintenance, and storage of the goods since the warranty period began under clause 10.2.
- g) In no circumstances whatsoever shall Washtech be liable for any direct damage or loss in excess of the price paid by the customer for the goods and/or services under the relevant contract (whether cumulatively, or for a single event). In no circumstances whatsoever shall Washtech be liable to the customer or any other party for any costs, losses or expenses of an indirect, consequential, special, exemplary, punitive, or economic or financial nature (however they arise) to any property or persons (howsoever caused) arising from the goods or the services in any way, including (but not limited to) their design, manufacture, installation or operation, use, delivery or packaging. This clause applies even if the customer complies.
- h) The cost of removing or dismantling the goods or defective part, its carriage to and from Washtech's premises (or, if applicable, Washtech's travel to the customer's nominated premises), its investigation, testing, repair or replacement and its reinstallation by Washtech shall be borne by the customer (except where the warranty in clause 10.1 applies).
- i) Washtech shall (to the maximum extent permitted by law) be under no liability to the customer in respect of the description, quality, fitness for any purpose of the goods and/or services and all terms, conditions and warranties in respect of such description, quality or fitness (whether statutory, common law or otherwise, and whether express or implied) are (to the maximum extent permitted by law) hereby expressly excluded.
- j) The customer acknowledges that it is acquiring the goods and/or services from Washtech under a contract for the purposes of a business in terms of section 43(2) of the Consumer Guarantees Act 1993 ("CGA"), that the CGA will not apply to the supply of the goods and/or services and that these terms shall (to the maximum extent permitted by law) have full effect notwithstanding any contrary or inconsistent provision in the CGA.

11. GOODS SUPPLIED ON CONSIGNMENT

- a) Where the goods are supplied on consignment, Washtech retains legal and beneficial ownership of the goods, and the customer acknowledges that it holds the goods in a fiduciary capacity as bailee on behalf of Washtech and will store the goods in such a way that it is clear they are the property of Washtech. The customer will insure and keep insured the goods supplied on consignment against all risks, and, upon Washtech's request, will provide to Washtech satisfactory evidence of such insurance.

12. DISPUTE RESOLUTION

- a) In the event of any dispute arising between Washtech and the customer, the parties shall explore whether the dispute can be resolved by agreement between them using an informal dispute resolution technique, such as negotiation, mediation, independent and expert appraisal, or any other alternative dispute resolution technique. In the event that the dispute is not resolved by such agreement within fourteen days of written notice by one party to the other, either party may refer the dispute to arbitration in accordance with the Arbitration Act 1996.

13. GENERAL PROVISIONS

- a) These terms, and any contract will be subject to New Zealand law and the non-exclusive jurisdiction of the New Zealand courts.