

Unit 5, 59 Corinthian Drive, Albany, Auckland, 0632, Phone 09 200 2968, Email sales@anywarenz.co.nz www.anywarenz.co.nz

ACCOUNT APPLICATION FORM					
(To be forwarded with a copy of Business Registration Certificate)					
BUSINESS DETAILS					
Full Name of Business:					
Trading Name (if different from above):					
Type of business (Pty Ltd, Partnership, Sole Trader): GST Number					
Company Registration Number: Business Incorporation Date:					
Billing Address:					
Business Phone:	Fax No:				
Shipping Address:					
BUSINESS NATURE (PLEASE TICK)					
□ Retailer one location □ WI	nolesaler		Networking consultant		
☐ Retailer multiple locations ☐ Ma	nufacturer		Home business		
Others, please specify:					
BUSINESS CONTACTS					
Director/s Name/s:					
Purchasing Name: Phone:					
		L-IIIaII			
TRADE REFERENCES					
· · · · · · · · · · · · · · · · · · ·		of the month (N	Ain. Spend \$1,000 monthly)		
Credit Limit Required: Company Name	Contact	Email	Phone No		
1.	Contact	Liliali	Filotie No		
2.					
3.					
SUBSCRIPTIONS					
Would you like to subscribe to the following:					
E-mail Promotions	□ NO				
Postal Mail outs (Including Catalogue)	□ NO				
Declaration: I hereby certify that the information I have supplied in this application is true and correct. I have read and agreed fully to the terms and conditions on page 2. I understand that all goods remain the property of Anyware Computer Accessories until full payment has been received by Anyware Computer Accessories.					
Name:	Position	ı:			
Signature:	Date:				



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OFFICE USE ONLY:	
Trading terms given:	Credit Limit:
Approved by:	_ Date:

- \*\* Please initial on following pages of terms & conditions Terms & Conditions
  - Anyware does not sell to the public
  - To become a registered reseller of Anyware Computer Accessories, you must be a legitimate reseller of IT products & services and have a current Registered Business. You may be requested during your approval process to provide evidence of the type of business. Anyware reserves the right to refuse your registration.
  - All prices are subject to change without prior notice. We will keep our prices low for as long as we can, however, due to the exchange rate fluctuation and uncontrollable rises in costs, we may be forced to review our prices.
  - Title of all goods supplied does not pass to the purchaser until full payment has been received and funds cleared by our bank.
  - Anyware Computer Accessories shall not be liable for any errors or for incidental or consequential damages in connection with the furnishing, performance or use of any products purchased.
  - Customers without an established credit account with Anyware Computer Accessories NZ Ltd must pay for in full (see payment details below) before goods will be supplied.
  - Please be advised that we add 3% surcharge on all credit card payments.
  - Anyware Computer Accessories NZ Ltd reserves the right to refuse to supply any order/s without providing a reason for such refusal.
  - Anyware Computer Accessories will not be held responsible for any damage, loss or delay occurring to goods in transit. Accordingly, we recommend that you arrange your own transit insurance.
  - All freight charges to be borne by the customer unless prior arrangements have been made Anyware Computer Accessories NZ Ltd. Customers returning goods under warranty must pay all related freight charges. (That is both inbound and outbound.)
  - Anyware Computer Accessories NZ Ltd will not accept any responsibility or charges for transport arranged by customers or arranged by Anyware Computer Accessories NZ Ltd on behalf of the customer.
  - A Return Authorisation (RMA) number must be obtained before returning goods together with a copy of the original invoice to Anyware Computer Accessories NZ Ltd either for warranty claims or returns for credit. Proper packaging must be used for all goods returned, as any warranty will be void if goods are damaged during transit, and damaged goods will not be accepted for credit or warranty.



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- The specifications of all products listed in our catalogue or on our website are approximate and subject to change without notice.
- Illustrations depicted in our catalogue and website are for information purposes only. Product models and physical features are subject to variation without notice.
- By placing an order (either in writing, verbally or on the internet) for supply of goods by Anyware Computer Accessories NZ Ltd, whether included in this catalogue or not, the customer has acknowledged acceptance of our terms and conditions of sale and privacy policy set out herein.
- A late payment fee will be charged on all overdue accounts. This is presently set at 15% per annum and is subject to change at any time at the discretion of Anyware.
- The buyer shall pay or reimburse Anyware for all costs and/or expenses incurred by Anyware (including court and solicitors costs) in recovering or attempting to recover any amount owing by the buyer to Anyware.

### Ordering Procedure:

Orders are accepted by website, phone or email. Please ensure your order has our product numbers. In the event you do not use our product numbers we cannot guarantee you will receive the correct items. Should you wish to use your own courier, please provide the courier's name, phone number and your account number. Upon receipt of your order, we will prepare the order and then fax a pending invoice to you detailing stock availability, prices, GST, and applicable freight charges.

### **Payment Procedure:**

By cash or a direct deposit into our account (details are listed below) through any BNZ bank. Please fax the deposit slip to us as proof of payment.

- Pay by credit card. Please be advised that we add 3% surcharge on all credit card payments
- Pay via Electronic Banking or Internet. Please note it may take 1-2 days before the payment is confirmed.

## **Banking Procedure for Direct Deposit:**

Branch	Auckland
Bank	BNZ Bank
BSB	
Account NO.	02-0256-0151259-00

Email: sales@anywarenz.co.nz

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### **ANYWARE COMPUTER ACCESSORIES NZ LTD**

#### **DEED OF GUARANTEE AND INDEMNITY**

TO:	Anyware Computer Accessories NZ Ltd of 1575 Great North Road, Waterview, Auckland, 1026				
In consideration of Anyware Computer Accessories NZ Ltd at the request of					
(Name)	of (Address)				
(Name)	of (Address)				
as the G	uarantor ("Guarantor") agreeing to				
•	supply or continue to supply goods or services to (Customer) as the Purchaser ("Purchaser"), or				
•	provide credit to the Purchaser; or				
•	grant an indulgence outside Anyware Computer Accessories NZ Ltd's agreed credit terms,				

# The Guarantor hereby:

- 1. Agrees to guarantee to Anyware Computer Accessories NZ Ltd the due and punctual payment of all money presently owing or any money that may be owing in the future by the Purchaser, in respect of the cost of goods or services supplied by Anyware Computer Accessories NZ Ltd to the Purchaser and any other sums payable by the Purchaser to Anyware Computer Accessories NZ Ltd pursuant to Anyware Computer Accessories NZ Ltd 'Terms and Conditions of Trade (hereinafter collectively called "guaranteed money").
- 2. Agrees as a separate severable and additional covenant and obligation to indemnify and keep indemnified Anyware Computer Accessories NZ Ltd from and against all losses, costs, charges and expenses whatsoever that Anyware Computer Accessories NZ Ltd may suffer or incur in relation to the supply of goods or services to the Purchaser and further agrees that each of the provisions hereinafter contained that applies or is capable of application to this Deed when it is construed as an indemnity will apply to the indemnity hereby given by the Guarantor.
- 3. Covenants, acknowledges and agrees as follows:
- (a) The Guarantee hereby given is a continuing guarantee, the indemnity hereby given is a continuing indemnity and neither this Deed nor the said guarantee nor the said indemnity will be discharged in any way or be considered or deemed to be discharged in any way by any payment to Anyware Computer Accessories NZ Ltd other than the payment to and acceptance by Anyware Computer Accessories NZ Ltd of the whole of the guaranteed money.
- (b) Notwithstanding that as between the Guarantor and the Purchaser the position of the Guarantor is that of surety only nevertheless as between
- (c) the Guarantor and Anyware Computer Accessories NZ Ltd, the Guarantor is liable hereunder as a principal and as a primary debtor for the payment of the guaranteed money.
- (d) This Deed is valid and enforceable against the Guarantor and the liability hereunder of the Guarantor continues and may be enforced by Company notwithstanding:
- (i) that no steps or proceedings have been taken against the Purchaser;



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- (ii) any indulgence or extension of time granted by Company to the Purchaser;
- (iii) the death or bankruptcy or winding up of the Purchaser;
- (iv) that payment of the guaranteed money by the Purchaser cannot be legally enforced against the Purchaser.
- (e) The Guarantor will not compete with Anyware Computer Accessories NZ Ltd for any dividend or distribution in the event of the Purchaser being declared bankrupt, going into liquidation or being wound up or entering any deed or scheme of arrangement or assignment or composition in respect of its affairs or its assets and liabilities.
- 4. The Guarantor hereby acknowledges having given its consent to Anyware Computer Accessories NZ Ltd to obtain from a credit reporting agency a consumer credit report containing information about it for the purpose of Anyware Computer Accessories NZ Ltd assessing whether to accept the Guarantor as a guarantor for credit that may be applied for by the Purchaser.
- 5. The term "Anyware Computer Accessories NZ Ltd" includes its successors and assigns and the terms "Purchaser" and "Guarantor" include their respective executors, administrators and successors.
- 6. In this Deed the singular includes the plural and if there is more than one Guarantor to this Guarantee their obligations are joint and several.

Executed as a Deed	
Dated :	
Signed Sealed and Delivered	Signed Sealed and Delivered
Ву	Ву
In the presence of	In the presence of
Witness	Witness