

TRADE REFERENCES: (Do not give holding or subsidiary companies, banks, solicitors or utility providers. Detail trade relationships only)

<i>Name</i>	<i>Location</i>	<i>Phone Number</i>	<i>Fax Number</i>	<i>Goods Sold Or Services Performed</i>	<i>Average Monthly Spend</i>
1.					
2.					
3.					

Guarantor (where applicable)

Guarantor details as specified below (referred to in this application and Terms as the 'Guarantor')

Dated: / /

Guarantor's Name (full name)

Guarantor's Occupation

Guarantor's Date of Birth (required for credit check): / /

Guarantor's Residential Address:

Previous Address: (if resided at current residential address for less than 1 year)

Postal Address: (if different from above address)

NZ Drivers Licence No. (copy attached)

In consideration for Unison agreeing to provide goods and services on credit to the Customer at the request of the Customer and each Guarantor, I unconditionally:

- (a) guarantee the due and punctual payment by the Customer of all moneys due to Unison as and when the same shall become due and payable by the Customer;
- (b) guarantee the due and punctual performance by the Customer of all of its obligations under the Terms; and
- (c) as a separate and independent obligation, indemnify Unison from any loss it may suffer, or cost it may incur, in connection with any default or breach by the Customer of any of its obligations under the Terms.

I acknowledge that any monies payable by me under this guarantee shall be payable immediately upon demand being made by Unison without any set-off or deduction of any nature.

I further acknowledge that I have been offered the opportunity to seek independent legal advice on the nature and effect of this guarantee but have, of our own volition, declined to do so.

I further acknowledge that my liability under this guarantee is that of a principal debtor and is a continuing guarantee which will only be discharged upon a written release by Unison and which shall not be affected, diminished, discharged or abrogated by any event including the giving by Unison of any time, indulgence, extension of credit, waiver or consent to the Customer or by any variation, modification or amendment to any agreement (including the Terms) between the Customer and Unison, credit being provided other than in accordance with the Terms, the illegality, invalidity or unenforceability of any provision of any such agreement or any other matter whatsoever.

By signing this application, the Guarantor acknowledges that it has received a copy of the Terms.

Guarantor's Signature

Witness's Name

Witness's Occupation

Witness's Address

Witness's Signature

Acceptance of Terms and Conditions of Credit

The Customer hereby applies to open a credit account with Unison. The Customer and each person signing this application (each an 'applicant') confirms that they have read and fully understand the Terms and, in consideration for Unison agreeing to supply goods and/or services on credit to, or for the benefit of, the Customer, the Customer accepts and agrees to be bound by the Terms.

Each applicant and, where applicable, any director, officer or other individual connected with such applicant, understands and consents to Unison:

1. requesting information about them for credit check purposes and retaining such information;
2. contacting any person that Unison considers appropriate to carry out a credit check(s);
3. engaging an agent to undertake a credit check(s) and that the person performing, or contacted in regards to, such credit check(s) will provide Unison with information about them;
4. giving personal, private and/or confidential information about them to the person or persons engaged by Unison to undertake the credit check(s), or to any other person who may be used by that person to perform the credit check(s). Unison accepts no responsibility should the person engaged to perform the credit check(s) disclose any information provided to them by Unison to any other person;
5. using a credit reporting service for determining whether to provide, or continue to provide credit to the Customer (this may include using monitoring services to receive updates if any of the information held about them changes); and
6. providing details about any default by an applicant in its obligations to Unison to any person engaged, used or contacted by Unison in connection with a credit check; Unison accepts no responsibility should that person give such information to any other person.

Any order placed with Unison constitutes the Customer's agreement to be bound by the Terms. Any additional or different terms stipulated or stated in any communication with Unison (including an order) are not binding on Unison unless Unison agrees in writing prior to supplying goods on credit to, or at the request of, the Customer. **No sales person, representative or agent is authorised by Unison to give any guarantee, warranty or representation in addition, or contrary, to the Terms.**

Each person signing this application confirms that:

- 1 The information given in this application is true and correct;
- 2 He/she/it is not insolvent, an undischarged bankrupt (nor previously been adjudged bankrupt or admitted to the no asset procedure under the Insolvency Act 2006) and there are no outstanding judgements against the him/her/it; and
- 3 He/she/it is not aware of anything that may adversely affect his/her/its ability to fulfil his/her/its obligations to Unison.

The person signing this form on behalf of the Customer confirms that he/she has been duly authorised by the Customer to sign and that the Customer is empowered to enter into these credit arrangements.

Signed for and on behalf of the Customer

Name of signatory	Position held
Signature _____	(Authorised Signatory of the Customer) Date: / /

<i>Unison Networks Limited use only:</i>	
Customer Number _____	Account Manager Code _____

TERMS

The following definitions shall apply to these Terms:

'Account' means the Customer's credit account with Unison.

'Business Day' means a day other than a Saturday or Sunday on which registered banks are open for business in Hastings.

'Credit Limit' means the maximum amount of credit which Unison from time to time determines it is willing to make available to the Customer.

'Due Date' means the date specified in the relevant invoice, however, if no such date is specified the due date shall be seven days after the date of the Invoice. If such day is not a Business Day, payment must be made on the immediately preceding Business Day.

'Goods' include cables, poles, transformers, pedestals, conductors and any other electrical reticulation equipment supplied by or on behalf of Unison to, or to the account of, the Customer.

'Security Interest' includes any mortgage, charge (whether fixed or floating), encumbrance, lien, pledge, or other form of security right or interest having like economic effect over the Goods and includes any security interest as that term is defined in section 17 of the Personal Property Securities Act 1999 ('PPSA').

These Terms shall apply to all Accounts and any other agreements between Unison and the Customer whereby Unison provides Goods and/or services on credit to the Customer.

1. PAYMENT

1.1 The Account balance shall be paid by the Customer to Unison (without set-off or deduction of any kind) by the Due Date. Payments will not be accepted by any means other than cash, cheque or direct credit.

1.2 All payments received by Unison from the Customer and/or a Guarantor shall be applied in the manner and in the order determined by Unison.

1.3 When the Credit Limit is reached, or exceeded (including on account of accrued but unpaid interest), the Customer must make one or more payments to reduce the Account to below the Credit Limit, notwithstanding that the Due Date has not arrived.

1.4 The Customer shall indemnify Unison for any expenses, costs or disbursements incurred by Unison in recovering any outstanding monies including (but not limited to) debt collection agency fees/disbursements or solicitor's fees/disbursements and any court or service fees or by reason of any other default by the Customer.

1.5 If the Customer returns damaged or defective Goods to Unison, Unison may at its discretion repair the Goods or make a reasonable allowance on the purchase of replacement Goods provided that:

- (a) The Customer returns the Goods within seven days of delivery at the Customer's cost, together with a copy of the invoice and a claim specifically identifying the defect; and
- (b) Unison has a reasonable opportunity to investigate the claim.

1.6 If the Customer does not comply with the above requirements, the Customer will be deemed to have accepted the Goods.

1.7 Unless expressed otherwise, all Goods sold or services provided to the Customer by Unison are exclusive of goods and services tax.

2. ACCOUNT USE

2.1 Notwithstanding any other provision of these Terms or the Credit Application Form, Unison shall be under no obligation at any time to provide Goods and/or services on credit to the Customer.

2.2 The Customer shall not be liable for any indebtedness arising from the fraudulent use of the Account provided that it has taken all reasonable precautions to prevent such fraudulent use taking place and notifies Unison immediately upon becoming aware of such fraudulent use. The burden of proving fraudulent use of the Account shall lie with the Customer and be determined solely by Unison.

Until such time as Unison is notified by the Customer of fraudulent use of the Account, Unison shall be entitled to rely on any order placed which appears to have been duly authorised by, or on behalf of, the Customer without the need to undertake any enquiry as to the identity or authority of the sender of that order.

2.3 For the avoidance of doubt, the obligation to prevent fraudulent use of the Account rests with the Customer.

2.4 The Customer shall use its best endeavours to have all Goods acquired by fraudulent use of the Account returned to Unison immediately.

3. PRIVACY ACT 1993

3.1 Without limiting the terms of the Credit Application Form, the Customer and the Guarantor(s) each authorise Unison to collect, retain, and use any information it has, or is aware of, about the Customer or the Guarantor(s) as the case may be (including the information collected in this document) for the following purposes:

- (a) assessing the Customer's creditworthiness;
- (b) deciding whether to provide Goods and services on credit to the Customer;
- (c) disclosing to a third party details of this application and any subsequent dealings it may have with Unison for the purpose of recovering amounts payable by the Customer and providing credit references;
- (d) marketing goods and services offered by Unison to the Customer.

3.2 The Customer, if an individual, and each Guarantor has a right of access to information about themselves held by Unison.

The Customer and/or the Guarantor(s) may request correction of that information and may require that the request be stored with that information. Unison may charge reasonable costs for providing access to that information.

3.3 If the Customer or any Guarantor does not provide Unison with all relevant information requested by Unison, the Customer may be unable to create the Account

4. CUSTOMER'S LIABILITY & DEFAULT

4.1 The Customer is in default under these Terms if:

- (a) it fails to comply with any provision of these Terms or any other agreement between the Customer and Unison;
- (b) it provides any information to Unison which is false, or incorrect in any material respect;

- (c) it fails to make any payment when due or commits a breach of any obligation owed by the Customer to Unison; or
- (d) it suffers execution under any judgment; or
- (e) commits an act of bankruptcy (as defined in the Insolvency Act 2006); or
- (f) it makes any composition or arrangement with any one or more of its creditors; or
- (g) any Security Interest given by it is enforced by a creditor; or
- (h) being a company, passes a resolution for its winding up; or
- (i) there is a change in control (as determined by Unison) of the Customer; or
- (j) a liquidator, administrator or receiver, or similar person, is appointed; or
- (k) has a winding up petition presented against it; or
- (l) some event occurs which in Unison's reasonable opinion may have an adverse affect on the Customer's ability to comply with its obligations under these Terms.

Following the occurrence of any of the events referred to above, Unison (in addition to any other remedies available to it, including under the PPSA) may:

- (m) terminate the Account upon which all amounts due to Unison from the Customer shall immediately become due and payable notwithstanding that the relevant Due Date has not arrived. Any such termination shall be without prejudice to any claim or right Unison may otherwise possess; or
- (n) refuse to provide services or Goods on credit for, or on behalf of, the Customer; or
- (o) charge the Customer compounding interest at the rate of 2% per month on the outstanding balance of the Customer's Account (including any monies payable by the Customer pursuant to clause 1.4); or
- (p) exercise any of the rights available to a secured party under the PPSA.

5. PPSA

5.1 Notwithstanding that risk may pass to the Customer upon receipt of the Goods by the Customer, legal and beneficial ownership of the Goods shall remain with Unison until it has received payment in full for the Goods along with all other sums owing to Unison by the Customer.

5.2 The Customer acknowledges that clause 5.1 creates a Security Interest in the Goods and the proceeds thereof (of whatsoever nature) in favour of Unison and that these Terms constitute a Security Agreement for the purposes of the PPSA.

5.3 The Customer agrees to provide all information requested by Unison and do any thing which Unison considers necessary to ensure that the Security Interest created by these Terms in the Goods constitutes a Perfected Security Interest (as that term is defined in the PPSA) with priority over all other Security Interests in the Goods including providing such information as Unison may from time to time request to enable Unison to register a Financing Statement or a Financing Change Statement (as defined in the PPSA) on the Personal Property Securities Register.

5.4 The Customer waives its rights under the PPSA to:

- (a) receive a notice under section 114(1)(a);
- (b) receive a statement of account under section 116;
- (c) receive a copy of any Verification Statement (as that term is defined in the PPSA)
- (d) receive notice of, or object to, any proposal by Unison to retain collateral under sections 120(2) or 121;
- (e) not have the Goods damaged in the event that Unison were to remove an accession under sections 125, 126 and 127;
- (f) receive notice of the removal of an accession under section 129;
- (g) apply to the Court for an order concerning the removal of an accession under section 131; and
- (h) reinstate the contract under section 133.

5.5 The Customer acknowledges that where Unison has rights in addition to those under Part 9 of the PPSA, those rights shall continue to apply.

5.6 If the Customer commits any of the acts described in clause 4 while ownership remains with Unison, the Customer authorises Unison to enter into the premises where the Goods are stored and remove them, and Unison may resell the Goods and apply the proceeds of sale in reduction of the Customer's Account.

5.7 If the Customer sells the Goods before ownership has passed to the Customer, the proceeds of any such sale (in whatsoever form) shall be held by the Customer on trust for Unison and be kept separate from other funds of the Customer. Unison's interest as beneficiary under the trust shall be that proportion of the proceeds which does not exceed the Customer's total indebtedness to Unison. Any balance of proceeds shall be retained, and be the property of, the Customer.

5.8 While the Security Interest granted to Unison remains, the Customer agrees not to permit the Goods to become an accession of, or be affixed to, any land or any other property which is subject to an existing Security Interest other than in favour of Unison without the consent of Unison.

5.9 Until such time as ownership passes to the Customer in accordance with these Terms, the Customer must insure the Goods from the time of delivery to, or at the direction of, the Customer in both Unison's and the Customer's name for their respective interests.

6. MISCELLANEOUS

6.1 Unison may from time to time and in its sole discretion amend, add to or delete any of the clauses of these Terms with immediate effect. Unison may either advise the Customer of any such changes directly or by posting the change, or details of the change, on Unison's website.

6.2 The Customer shall not change its name without first notifying Unison of the new name not less than 7 days before the change of name takes effect.

6.3 The Customer may not assign any of its rights hereunder without the prior written consent of Unison. For the avoidance of doubt, an assignment will be deemed to have occurred upon a change in control of the Customer.

6.4 If any provision of these Terms is held by a court to be ineffective for any reason, then that provision (or such part of it which has been determined to be ineffective) will be severed from all other provisions without affecting the validity or enforceability of the remaining provisions.

7. ACKNOWLEDGEMENT

7.1 The Customer confirms that the Goods supplied by Unison are for business purposes and, accordingly, neither the Credit Contracts and Consumer Finance Act 2003 nor the Consumer Guarantees Act 1993 shall apply.

8. GOVERNING LAW

8.1 These Terms are governed by the laws of New Zealand.

8.2 The Customer submits to the exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of these Terms.