

This application requires the completion of these three included documents:

- | | Checklist |
|--|--------------------------|
| 1. Reseller Application Form | <input type="checkbox"/> |
| 2. Agreement to Contract out of the Consumer Guarantees Act 1993 (CGA) | <input type="checkbox"/> |
| 3. Terms & Conditions | <input type="checkbox"/> |
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- All three documents must be completed and returned together in order for applications to be considered.
 - All documents must be completed by those with sufficient authority i.e. a director, trustee, partner, or sole proprietor.
 - Incomplete applications will be automatically rejected.
 - Successful applicants will be notified via email and receive an account number along with any other information pertinent to the account.

Please send completed applications using one of the following methods:

Email : accounts@vea.nz

Courier : Vea Wholesale
Attn: Account Applications
10 De Havilland Way
Christchurch Airport
Christchurch 8053

Post : Vea Wholesale
Attn: Account Applications
PO Box 14134
Christchurch Airport
Christchurch 8544



Reseller Application Form

Items marked with an asterisk are mandatory

Your Details (point of contact during application process)

Name* _____

Contact Number* _____

Contact Email* _____

Organisation Details

Organisation Trading Name* _____

Organisation Legal Name* _____

Organisation Phone Number* _____

Organisation Website URL _____

Organisation Type* Company ☐ Partnership ☐ Sole Trader ☐ Trust ☐

Company Number: _____ NZBN: _____

No. of years trading* _____

Registered Head Office*

Building / Apt _____

Street No. & Name* _____

Address Line 2 _____

Suburb _____

City* _____

Postcode _____

Organisation Delivery Address* [Same as registered office ☐

Building / Apt _____

Street No. & Name* _____

Address Line 2 _____

Suburb _____

City* _____

Postcode _____

Organisation Postal Address* [Same as registered office ☐] [Same as delivery address ☐

Building / Apt _____

Street No. & Name / PO Box* _____

Address Line 2 _____

Suburb _____

City* _____

Postcode* _____

Accounts Contact

Please specify the email address(es) invoices will be sent to and a contact for the accounts team

Email Address(es)*

Attn invoices to

Accounts Contact Person*

DDI or Extn

Mobile

Orders

All orders will be compiled and sent to an email address for final confirmation. Please complete the Orders Contact List.

Hint: Ensure email from vea.nz is whitelisted in your SPAM filter to avoid order delays.

Orders Contact List

Please specify those people and their email addresses authorised to confirm orders. (Must provide at least one contact)

Name*	Email*	Phone

Reseller Intentions

Please summarise the type of business you are in*

Will your organisation publicly list Vea Wholesale supplied products online? *

Please circle all applicable: website facebook twitter instagram email campaign RSS feed

Other(s) (specify):

Account Application Type*

Cash ☐ 7 Day Credit ☐ 30 Day Credit ☐

Note: All accounts will be cash only for the first 90 days

Anticipated Monthly Spend*

\$

Organisation Operators

Please specify all directors, partners, trustees, or the sole proprietor's details

Full Name*	Proprietor Type* (e.g. Director)	Mobile Number*

If organisation type is a Sole Trader then please also specify*:

Date of Birth _____ Drivers License Number _____

If you are trying to open a credit account then please complete the following Trade / Credit References Section

Trade / Credit References (list 3)

Name*	Phone*	Website*

How did you hear about Vea Wholesale? (circle all applicable)

Colleague Publication (specify):

Search Engine (specify):

Online Directory (specify):

Other(s) (specify):

Grant Authority and Confirm Details

I hereby grant those identified on the Orders Contact List authority to place and confirm orders with Vea Wholesale and submit the information provided in this form as accurate and to be used in accordance with those activities for which it is required.

Your full name

Date

Position / Job Title

Signature

Agreement to contract out of the Consumer Guarantees Act 1993 (CGA)

This document exercises the provision to contract out of the CGA as set out in S43(2) of the CGA. It forms part of the Vendor's account application process and is binding on all transactions between the Vendor and the Successful Applicant.

Section 1 - Parties to this agreement:

- (1) Vendor - Vealimited trading as "Vea Wholesale" or "Vea"
- (2) Account Applicant - as defined in the Agreement & Signature section below

Section 2 - Definitions

- (1) Vendor - the provider of goods and services.
- (2) Account Applicant - an entity applying for an account with the Vendor to enable them to purchase goods and services from the Vendor.
- (3) Applicant - alias of Account Applicant
- (4) Successful Applicant - an Account Applicant that has been accepted by the Vendor and granted an Account to trade through.
- (5) Customer - alias of Successful Applicant
- (6) Account - the label given to the mechanism by which the Vendor attributes orders, records transactions, extends credit, and other operations pertaining to a specific Customer's activity.
- (7) End Consumer - the final recipient of goods or services to whom items have been provided in a retail capacity.

Section 3 - Nature of Relationship

- (1) It is agreed by both parties the nature of relationship between the Vendor and Successful Applicant is commercial, not retail, and the goods and services obtained from the Vendor are to be resold as is or incorporated into larger products to be on-sold.
- (2) When items are purchased for internal use the Applicant entity is representative of the entity as-a-business, not an individual, and thus items are procured for commercial purposes. This also applies when said entity is a sole trader or partnership.
- (3) The commercial nature of the Vendor - Customer relationship is evident given the Vendor's specific purpose to act in a wholesale capacity and its explicit rejection of account applications by End Consumers. Any Accounts obtained via misrepresentation of the Applicants commercial intentions required for a Successful Applicant will be taken at the application's face value meaning this Agreement stands and thus normal consumer CGA protections shall not apply.
- (4) If the situation should arise as outlined in S3(3) and any judicial ruling deems the CGA shall apply, the Vendor reserves the right to damages in the form of administration fees, consequential losses, legal costs, and other such costs in administering and fulfilling the CGA obligations of a contract the Vendor would not have willingly entered into.

Section 4 - Agreement & Signature

I, a representative of the Applicant defined in this document, having read this document and had sufficient opportunity to seek professional legal advice, and having this opportunity have either sought said advice or willingly declined this recommendation, assert my complete and thorough understanding of this document's contents and hereby agree to the contents of this document and not be bound by the Consumer Guarantees Act 1993 to the maximum extent its provisions allow

this _____ day of _____, _____
and assert I have the authority to represent the Applicant named in this document with the understanding I will become personally liable if this authority has been misrepresented.

Applicant - Organisation (print clearly)

Your full name (print clearly)

Position / Job Title (print clearly)

Signature



Terms & Conditions

These terms govern the requirements, obligations, and liabilities of the parties identified in section 1, in a vendor – customer relationship. Terms in This Agreement are applicable to all activities between these contracting parties.

Section 1 - Contracting Parties

- (1) This document forms a contract between the following parties:
 - (a) Vendor - Vea Limited trading as “Vea Wholesale” or “Vea”
 - (b) Customer - The entity identified in the signature section
- (2) The nature of the relationship is commercial where the Customer is not a final consumer for retail purposes but intends to resell or lease Products as they are, or incorporate them into a larger product.

Section 2 - Definitions

- (1) Vendor – supplier of Products and the entity as defined in section 1.
- (2) Customer – the purchaser of the Vendor’s Products and the entity as defined in section 1.
- (3) Client - an alias for the Customer .
- (4) Customer Account - the label given to the mechanism by which the Vendor attributes orders, records transactions, extends credit, and other operations pertaining to a specific Customer’s activity.
- (5) Final Recipient – the final consumer of the Vendor’s Products, for example, the Customer’s customer.
- (6) Products – a term that includes all Vendor items, including but not limited to, goods, services, support, leased items, Vendor Equipment, and documentation.
- (7) Services – an alias for Products.
- (8) Goods - tangible items the Customer has requested to purchase or has purchased from the Vendor.
- (9) Solution - an arrangement, combination, and configuration of Vendor Products in order to satisfy a common and unified objective.
- (10) This Agreement – These terms and conditions and named attachments governing the requirements, obligations, responsibilities and liabilities of the parties outlined herein that forms the contractual parameters of trade.
- (11) Vendor-Customer relationship – The necessary relationship that must exist, as governed by these terms and conditions, to facilitate both parties participation in the delivery and receipt of Products to which this document pertains.
- (12) Commencement Date – is the first day the Customer has all Vendor supplied Products available to them pertaining to a discrete order for said Products. This means services become available for the Customer’s consumption and, when applicable, the Vendor supplied equipment required to consume these services is within the Customer’s possession. This is irrespective of whether the Customer is unable to utilise the Services due to lack of equipment, installation expertise, incorrect configuration, or otherwise where these issues are outside the Vendor’s Technical Scope of Responsibility. Commencement Date is synonymous with Possession Date when dealing with physical goods where those goods are not provided as Vendor Equipment coinciding with the consumption of newly requested Vendor services.
- (13) Possession Date - pertains to the delivery of tangible items as defined in the Freight section.
- (14) Order Date - The date the Vendor has received a Confirmed Order from the Customer for Vendor Products.
- (15) Vendor Equipment - equipment owned by the Vendor including leased equipment and any such equipment freely supplied to the Final Recipient to facilitate the consumption of Vendor Services.
- (16) Vendor Supported Equipment - Vendor Equipment or Vendor approved equipment compatible with the Vendor’s configuration, management, and troubleshooting systems.
- (17) Managed Equipment – Vendor Supported Equipment that is under control of the Vendor who becomes responsible for the configuration thereof.
- (18) MTA – Mail Transfer Agent i.e. the server, or server service, responsible for delivering email to its addressed recipient(s).
- (19) Term Contract - a commitment to purchase specified Products off the Vendor for a specified period of time.

- (20) Minimum Term Contract - a Term Contract where the service delivery is expected to continue after the specified (contractual) period of time has lapsed, on a billing cycle to billing cycle basis.
- (21) Early Release - a provision made at the Vendor’s discretion to allow the Customer to terminate their Term Contract commitments before its full term without the normal requirements and penalties that accompany early termination of said Term Contract.
- (22) Supported Configurations - Where Vendor Services are utilised with Managed Equipment.
- (23) Unsupported Configurations - When the Customer chooses to use any Vendor Products in a manner deviating from a Supported Configuration, or in other Customer imposed configuration that impairs the Vendor’s reasonable troubleshooting capacity. Such scenarios include but are not limited to using Vendor Equipment with Non-Vendor services or utilising Vendor Services with Non-Vendor Equipment, even when such configurations have been allowed by the Vendor. In such instances the Customer assumes the expertise and responsibility to support and troubleshoot their own custom configuration.
- (24) Freight Consignment - a combination of one or more packages that share the same recipient, delivery destination, and delivery request instance.
- (25) Drop Ship - When the Customer has requested delivery to a 3rd party location.
- (26) Customer’s Possession - a period of time where the Customer is in possession of tangible goods defined as starting on the Customer’s Possession Date and ending upon the goods return once received by the Vendor.

Section 3 - Orders

- (1) Only Confirmed Orders will be processed by the Vendor and made ready for collection or delivery.
- (2) Orders are Confirmed when received in writing, or by some two factor authentication method deemed suitable by the Vendor.
- (3) Email is considered to be ‘in writing’ for the purposes of this section.
- (4) Confirmed Orders form a contractual agreement once accepted by the Vendor. The nature of this agreement is governed by these terms and conditions.
- (5) Email, mobile txt, or both will be used as the two factor authentication mechanism and the numbers and addresses must therefore belong to and only be accessible by persons authorised to place orders.
- (6) Orders will be processed ASAP once confirmed however no guarantees as to how long this will take, or when the order will be made available to collect or be dispatched are made, implied, or otherwise. Any indications of completion offered are non binding and merely a best effort guess.
- (7) The Vendor will not be held liable for direct, indirect, or any other costs or consequences due to order fulfillment times, delays, or inability to fulfil an order due to stock availability or otherwise.
- (8) The Vendor reserves the right to refuse to accept any order or any part of an order.
- (9) The Vendor reserves the right to deliver goods by installments, in which case each instalment will comprise a separate contract and shall be paid for as if it were a separate order.
- (10) All orders have a minimum value requirement of \$30.

Section 4 - Evaluation Items

- (1) Goods supplied to the Customer on-loan for evaluation purposes will be supplied at the Vendor’s discretion only and with a valid Customer order number.
- (2) Evaluation items shall be returned to the Vendor within 7 working days of a return request notification or by the agreed return date, whichever is sooner.
- (3) Evaluation items will be treated as a regular sale with special exemption from the fees typically associated with the RA restocking process. An invoice will be generated with an exemption note for the applicable items and credited back upon the items return.
- (4) Evaluation items must be returned at the Customer’s expense and subject to the Freight section within This Agreement.
- (5) Returned items must be accompanied by an RA form.
- (6) The Vendor reserves the right to refuse returned evaluation items that have been damaged while in the Customer’s Possession.

Section 5 - Pricing and Payment

- (1) The Vendor reserves the right to change any prices without notice.
- (2) All current and future pricing via any correspondence whatsoever, and all applied charges, are deemed exclusive of GST unless explicitly stated otherwise.
- (3) The Customer agrees to pay all Vendor invoices on or by the invoice due date or the 20th of the following month, whichever is sooner.
- (4) Payment by cheque or by any type of bank transfer will not be considered payment until the payment has been fully cleared through the banking system into the Vendor's bank account.
- (5) Goods purchased on cash accounts are to be paid in full prior to goods leaving the Vendor's premises.
- (6) When the Customer Account is 'in default' as defined in the Customer Account Default section the Vendor may:
 - (a) charge the Customer interest on the overdue amount from the due date until the date the Customer pays, at the rate of 2.0% per month rounded up to the nearest full month;
 - (b) withhold any rebate, discount or similar incentive which would otherwise be available to the Customer;
 - (c) prevent further consumption of Vendor Products in combinations at the Vendors discretion including but not limited to the suspension or restriction of the Customer's Account;
 - (d) reclassify all outstanding invoices as overdue rendering all outstanding balances due immediately and reserves the right of repossession as outlined in the Title and Security Interests section. Late payment penalty interest will not be applicable to invoices reclassified as overdue until the original due date has passed.
 - (e) recover from the Customer any expenses, disbursements and legal costs incurred by the Vendor in the enforcement of any rights contained in This Agreement, including but not limited to any reasonable solicitor's fees, debt collection agency fees, and repossession costs.
- (7) Acceptable forms of payment include:
 - (a) Electronic funds transfers including:
 - i. EFTPOS
 - ii. Credit Card
 - iii. Bank Transfer / Direct Deposit
 - (b) Alternate method, if necessary, when agreed by the Vendor on an individual payment instance basis.
- (8) Where no fees are stated in writing or agreed to orally the Products shall be deemed to be sold at the current value as such Products are typically being sold by the Vendor at the Commencement Date of Services and Order Date of Goods.
- (9) The Vendor may at its discretion impose a credit limit on the Customer's account.
- (10) If the Customer breaches any term of This Agreement, and the Vendor incurs costs as a result, the Customer will be liable for those costs and must reimburse the Vendor on demand.
- (11) The Customer agrees that purchases of Products are neither contingent on the delivery of any future functionality or features, nor dependent on any oral or written comments made by the Vendor, its agents, or representatives regarding future functionality or features.
- (12) As months are variable in length, it is agreed monthly pricing is to be charged at a flat fee for each calendar month. Pro-rata charges will be applied based on the number of days in the month to which it pertains, including leap years, and therefore the pro-rata daily charge will differ from month to month.
- (13) Annual pricing shall be for a 365 day year, and for 366 days on leap years.
- (14) The Vendor may apply any payments it receives from the Customer to that Customer's outstanding balance as it sees fit.

Section 6 - Returns

- (1) All returns must be accompanied with a detailed written explanation of the reason and the Return Authorisation number issued by the Vendor.
- (2) The Vendor reserves the right to charge a restocking fee for non-warranty related returns.
- (3) Restocking fees chargeable are 20% or \$30 per applicable Return Authorisation application, whichever is greater.
- (4) A successful Return Authorisation application means a request for further evaluation has been granted and does not mean the warranty claim has been accepted, fault confirmed, or anything else.

- (5) Return Authorisation requests will be accepted on the following conditions:
 - (f) All returns must be received within 10 days of the Return Authorisation acceptance.
 - (g) Warranty related returns are still within their warranty period at Return Authorisation application time.
 - (h) Non-warranty related returns must additionally be:
 - i. applied for within 14 days of possession date
 - ii. received complete, unopened, and in the same resalable condition they were provided in.
- (6) The Customer is responsible for the method and costs of transporting any returns.
- (7) All returns must be sent to the location(s) as specified by the Vendor on the accepted Return Authorisation application.
- (8) Goods must be returned in packaging at least equivalent to the protections offered by the originally supplied packaging in order to suitably protect the Goods in transit from electrostatic discharge, magnetic interference, or physical damage.
- (9) Warranty only applies to manufacturing defects and failure within the stated warranty period during its normal course of use within its intended operational parameters and environment. A warranty claim will be rejected and no liability shall befall the Vendor, Importer, or Manufacturer where Products are deemed to have been misused, mistreated, tampered with, misconfigured, or determined not faulty.
- (10) The Vendor reserves the right to charge professional service or bench fees, administrative, and transportation costs involved in the processing of warranty returns where the warranty claim has been rejected.

Section 7 - Freight

- (1) A package delivery is defined as delivered (completed) when:
 - (c) the package has been delivered to the Customer's premises; or
 - (d) the package has reached its addressed destination as requested by the customer; or
 - (e) the package has been directly collected from the employed freight organisations premises by the Customer; or
 - (f) The customer is granted access and control over goods when collecting directly from the Vendor's premises.
- (2) Possession date is synonymous with the package delivery date.
- (3) When the Customer's possession is not disputed but the date of possession cannot be determined, it is agreed that Possession Date shall be 3 working days by regular post, 2 working days from dispatch by courier, or 5 working days from dispatch by domestic large freight transportation mechanisms.
- (4) Any offered or expected delivery dates are non binding and merely a best effort guess.
- (5) Having requested delivery of items the Customer agrees to pay the freight costs and other reasonable packaging and handling costs required to accommodate this request.
- (6) Freight charges are non-refundable once incurred whether due to change of mind, order cancellation, or any granted Return Authorisation.
- (7) The Customer is liable for the condition of all goods during transportation when said transportation is contracted to or initiated by the Customer, such as but not limited to, returns and Customer initiated freight forward consignments
- (8) Complaints and claims must be made in writing to the Vendor by the Customer within forty-eight hours of delivery.
- (9) Failure to obtain a receipt for goods delivered shall not be proof of non-delivery, short delivery or of any defect..
- (10) The Vendor has the right in its discretion in respect of any accepted claim to replace the goods or to credit the appropriate portion of the purchase price thereby fully discharging all its legal liabilities.
- (11) The Vendor is not liable for any loss, direct or indirect, or consequential, attributable to defective goods except to the amount of the price for those goods as sold to the Customer.
- (12) The Vendor's receipt or acknowledgement of receipt of freight consignments, or part thereof, is not acceptance of any Return Authorisation, condition or completeness of contents, or anything else whatsoever.
- (13) The Customer must promptly evaluate all Products received by freight and raise any issues regarding missing, obviously defective, or damaged items within 7 working days of the Possession Date.

Section 8 - Customer Account Default

- (1) The Customer Account is rendered 'in default' due to:
 - (a) Non payment in full of any invoices past due; or
 - (b) Breach of any clause within This Agreement.
 - (c) If the Customer becomes insolvent.
 - (d) If a compromise arrangement with the Customer's creditors is made or likely to be made.
 - (e) If the Customer ceases or threatens to cease carrying on business.
 - (f) If the ownership or effective control of the Customer is transferred, or the nature of the Customer business is materially altered.
 - (g) If the Customer does or permits any act or thing likely to prejudice or put at risk the Goods or the Vendor's rights or interest (including its security interest) in the Goods.

Section 9 - Service Suspension

- (1) The Vendor may suspend Services to the Customer without prior notice and without liability if:
 - (a) any invoice payment is overdue; or
 - (b) the Vendor reasonably believes that the use of the Services by the Customer may expose the Vendor, its affiliates, agents, employees, or any third party to liability; or
 - (c) Any terms within This Agreement have been breached; or
 - (d) suspension is required by law or court order.
- (2) The Vendor will try to give the Customer reasonable notice of a suspension under this clause and a chance to remedy the grounds on which the suspension is based, unless the Vendor determines that either suspension on shorter notice or immediate suspension without notice is necessary to protect the Vendor, its other customers, affiliates, agents, employees, or any third party, or the suspension timeline is predetermined by a court or other judicial body.
- (3) If the suspension was based on a breach of the Customer's obligations under This Agreement, then the Vendor may continue to charge the Customer the fees for the Services during the suspension.

Section 10 - Service Termination

- (1) The Vendor can terminate Service delivery at its discretion with 30 days notice.
- (2) When a minimum term commitment has been made by the Customer who then wishes to terminate the relationship early, the remainder of the terms payments are payable in full on the next billing cycle.
- (3) With a Customer initiated termination:
 - (a) Current Services will be charged up to the end of the billing period the effective termination date falls within.
 - (b) The effective termination date is defined as an additional two working days longer than the notification receipt date as outlined in the acceptable forms of notification section.
- (4) The Vendor may immediately terminate Services without liability to the Customer, and recover from the Customer any loss that the Vendor suffers as a result if:
 - (a) the Customer breaches any term of This Agreement;
 - (b) the Vendor reasonably believes that the Customer has supplied incorrect or misleading information;
 - (c) the Customer (or the directors or principals) becomes insolvent (or is presumed to be insolvent under any applicable law), has a liquidator, receiver, administrator or statutory manager appointed to all or substantially all of its property or assets.
- (5) The Vendor may, without liability to the Customer, terminate Services and shall endeavour to provide the Customer with reasonable notice if:
 - (a) a third party service provider or carrier does anything that prevents the Vendor from
 - i. supplying the Service;
 - ii. the Vendor is unable to provide the Service;
 - iii. the Vendor decides to withdraw the Service from general availability.
- (6) If Service Termination is exercised for any reason the Customer must pay the fees for the Services provided up to the date of termination and any other amounts outstanding or incurred.
- (7) If Service Termination is exercised for any reason the Customer must recover and return all Vendor Equipment to the Vendor as outlined in the Equipment section.

Section 11 - Title and Security Interests

- (1) The Customer grants the Vendor a security interest in all present and future Goods purchased on credit thereby granting the Vendor title of any supplied Goods acknowledging they hold possession of the Goods in trust for the Vendor as the beneficial owner until the Goods have been paid for in full.
- (2) The Vendor retains title of all Vendor Equipment.
- (3) The Vendor reserves the right of repossession for any goods identified on overdue invoices including invoices rendered immediately overdue due to a previous overdue invoice. The Vendor or its nominated representative may, without prior notice, enter with reasonable force as required the premises of the Customer or any other premises the Customer is authorised to enter, retake possession of Goods and sell them without being liable in any way to the Buyer. Furthermore, the Buyer shall indemnify the Seller for all repossession costs (including legal costs) in retaking possession and selling the Goods.
- (4) The Customer agrees that:
 - (a) they will not sell, lease, dispose of, lend, or allow any other person to take a security interest in Vendor Equipment;
- (5) The Vendor can register a financing statement on the Personal Property Securities Register (PPSR) at its discretion to reflect its interest in any Products supplied to the Customer and the Customer agrees to:
 - (a) provide all information the Vendor requests to enable it to register a financing statement on the PPSR;
 - (b) notify the Vendor immediately if the Customer intends to change their name, address or contact details.
 - (c) waive its rights under sections 114(1)(a), 116, 120(2), 121, 125, 129, 131 and 148 of the Personal Property Securities Act 1999 or the equivalent within its successor.
- (6) The Customer will supply the Vendor, within 7 business days of written request, copies of all documents granting security interests registered over the Customer's personal property.
- (7) The Customer authorizes the Vendor as an agent to request copies of all documents granting security interests over the Customer's personal property.
- (8) The Customer authorizes the Vendor as an agent to request any information from any secured party relating to any security interest which is held in any personal property which is or has been in the Customer's possession or control.
- (9) The Customer agrees to do anything the Vendor requires to ensure the Vendor's perfected security interest and, if applicable, a purchase money security interest in Vendor supplied Goods.
- (10) The Vendor may allocate all amounts received from the Customer in any manner it determines including any manner required to preserve any purchase money security interest in Vendor supplied Goods.
- (11) The Customer waives the right to receive a copy of the verification statement confirming registration of a financing statement or financing change statement relating to the security interest under This Agreement.
- (12) The Customer must advise the Vendor immediately of any action by third parties (including any of its creditors) affecting the Vendor's security interest in Vendor supplied Goods.

Section 12 - Customer Responsibilities

- (1) The Customer must inform the Vendor of:
 - (a) Physical and/or postal address changes;
 - (b) Relevant electronic (e.g. email) address changes, particularly those provided for notifications;
 - (c) Changes in ownership;
 - (d) Current and anticipated financial hardships;
 - (e) Other significant circumstances that could impact the Vendor, or 3rd parties the Vendor has had to necessarily involve in providing the requested Services and fulfilling the terms of This Agreement.
- (2) The Customer must not provide, discuss or otherwise expose the specifics of its arrangements with the Vendor to third parties including pricing, commitments, and other such specifics reasonably considered to be commercially sensitive and private.
- (3) The Customer must insure all Goods that have been provided on Credit until paid for in full no matter where or with whom those Goods reside.
- (4) The Customer must be a positive representation of the Vendor's Products and their brands and bring no disrepute.

Section 13 - Vendor Responsibilities

- (1) All information held by the Vendor shall be treated with confidence as governed by the Privacy Act.
- (2) The Vendor will not share with third parties the nature, terms, arrangements, agreements, or rates it has with the Customer unless provisioned for under the Collection and Use of Information section.
- (3) the Vendor will use reasonable endeavors to:
 - (a) make Services available at all times (but it cannot guarantee that the Services will be continuously available or fault-free) in a best-effort capacity;
 - (b) rectify any fault with the Services as soon as practicable;
 - (c) Provide the Services in accordance with all applicable laws
 - (d) Provide all information and assistance the Customer may reasonably require in order to meet its obligations under This Agreement.
- (4) Be responsible for rectifying faults arising in Vendor Equipment, subject to the Vendor's Technical Scope of Responsibility.

Technical Scope of Responsibility

- (5) The Vendor will provide reasonable troubleshooting and assistance with technical problems pertaining to its Services with the following exceptions:
 - (a) The Vendor will not troubleshoot any equipment that is not Managed Equipment being used with its Services, or any Vendor Products whatsoever involved in Unsupported Configurations;
 - (b) The Vendor is not responsible for the Final Recipient's network configurations, firewalls, or any equipment, configuration or combination of technologies that are not Managed Equipment.
 - (c) Managed Equipment is outside the Vendor's scope of responsibility until such time any obstacles outside the Vendors scope of responsibility preventing access, configuration, testing, or otherwise effecting the operation of Managed Equipment, have been removed or rectified.
 - (d) The Vendor will not troubleshoot any Unsupported Configurations, or Products being used outside their intended purpose.

Section 14 - Acceptable Use Policy

- (1) The Vendor reserves the right to suspend or terminate Services without prior notice, for a period in length of its discretion, and without liability, in the event of unacceptable use by either the Customer or others via access gained to the Customers systems, and where unacceptable use is with or without the Customer's knowledge.
- (2) Unacceptable use includes:
 - (a) Hacking, cracking, denial of service attacks, unauthorised access, or any other activity outside the use intended, whether access is gained due to lack of security, poor configuration, bug, error, brute force, or otherwise, and whether the intent is malicious or otherwise.
 - (b) After becoming aware of any failing/hole/breach or otherwise in the Vendor's system that could facilitate any of the above activities, unacceptable use also includes:
 - i. The Customer using this to their advantage at the disadvantage to the Vendor; or
 - ii. The Customer using this to their advantage at the disadvantage to the Vendor's other customers; or
 - iii. The intentional access information obviously not intended to be available; or
 - iv. Passing this awareness onto 3rd parties; or
 - v. Failing to bring these issues to the Vendor's attention within a reasonable period of time.
 - (c) Any use of systems, pricing models, or otherwise to the Final Recipient's advantage at the disadvantage to the Vendor, in order to circumvent the normal application of charges, or otherwise use Services outside of their intended purpose.
 - (d) Any conduct that is fraudulent in nature, including legal and illegal forms of deception, be it in the form of scams, schemes, advertising, or otherwise, used in conjunction with the Vendor provided Services.
 - (e) Reselling Services where not authorised, including but not limited to a Customer trying to on-sell Services.

- (f) Engaging in unsolicited electronic messaging, faxing, or telephony as governed by the Unsolicited Electronic Messaging Act 2007 or it's successor(s).
- (g) Any illegal conduct at all, including but not limited to, conspiracy, actions causing or expected to cause harm to the Vendor or others, and accessing illegal content, when using the Vendor's Services via any means to facilitate such activity in any capacity.
- (h) The Vendor's reasonable belief that their Services are, have, or will be used by the Final Recipient or those who have gained access via their credentials, in violation of any part of this Agreement.
- (i) The Final Recipient fails to provide sufficient cooperation with the Vendor's investigation of any suspected violation of This Agreement.

Section 16 - Limited Warranty

This section is applicable to goods sold by the Vendor. Warranty is not relevant or applicable to leased Products.

- (1) New Products include a 12 month warranty following the date of supply unless agreed or stated otherwise on a per item case. Second hand equipment will include the same warranty but at a lesser term of 3 months following the date of supply unless agreed otherwise on a per item case.
- (2) Warranty does not cover damages or failure from abuse; tampering; mishandling whether intentional, accidental, or otherwise; use or operation outside its intended function or outside the reasonably intended operational environment; or any other use outside the parameters goods are designed for and reasonably expected to operate within.
- (3) The warranty's applicable remedies include the repair, replacement, or refund of the discrete faulty Products only, at the Vendor's expense, whereby the applicable remedy is determined at the Vendor's sole discretion.
- (4) The remedies are limited to the Vendor supplied Products only, having been returned to the Vendor or location stipulated by the Vendor. It does not include Product transportation costs back to the Vendor or stipulated alternative, nor does it include the cost of retrieval, removal, installation, implementation, consequential losses, or otherwise, and does not extend to any consequences resulting from the errors, defects, or any other reason or consequence whatsoever from using or failures of Vendor supplied Products.
- (5) Proof of date of purchase can be required by the Vendor to support any warranty claim.
- (6) Remedy will apply to remedying the Vendor's supplied Products and Solutions only, and will not apply to any problems arising from modifications made by any party other than the Vendor or manufacturer.
- (7) The Solution is supplied to work within its intended environment at the date of supply. The warranty is not applicable to errors or problems caused by changing technologies, updates, upgrades, replacements, reconfiguration, altered conditions, or other changes of this nature to the larger system/environment outside the Vendor's scope of responsibility and control after the supply date.
- (8) The agents, distributors, and dealers of the Vendor's Products and Solutions may not modify the Limited Warranty nor make additional warranties binding on the Vendor.
- (9) Nothing in this section is intended to circumvent any obligations under NZ statute, if and when applicable.
- (10) No other warranties either express or implied by law are made with respect to Vendor products.

Section 15 - Vendor Liability Disclaimers

- (1) When the Customer is a private individual and consuming the Vendor's Products for residential purposes, the relationship is deemed commercial in nature whereby the Consumer Guarantees Act 1993, and its successors, are hereby contracted out of to the maximum extent permissible under that act.
- (2) Other than those provisions outlined in the Vendor's Responsibilities section:
 - (a) The Vendor shall not be liable for any issue arising from a third party service provider or carrier circumstance that prevents the Vendor from supplying its Products.
 - (b) All warranties, guarantees, or suitability of merchantability and fitness for a particular purpose are disclaimed and excluded, whether implied by statute; common law; equity; custom; practice; or otherwise, to the maximum extent permitted by New Zealand law.
 - (c) The Vendor shall not in any case be liable for special, incidental, consequential, direct, indirect, punitive, exemplary or other similar damages even if the Vendor has been advised of the possibility of such damages. Such scenarios include, but are not limited to, damages arising from delays, loss of data, cost of recreating lost data, interruption of service, loss of use, replacement or substitution costs, lost business, loss of anticipated savings, current or potential revenue losses, current or potential cost increases, loss of goodwill, claims by any party other than the Customer, or for other similar costs resulting from the use, misuse, or inability to use the Vendor's Products, whether from following Vendor instructions or lack of instruction, or from incorrect or absent information, implementation delays or errors, service transfer errors or omissions or delays, and any other reason whatsoever under any legal theory.
 - (d) To the maximum extent permitted by applicable law, the Products are provided "as is" with all faults, and the Vendor disclaims all express or implied representations and warranties with respect to the Product's accuracy, non-infringement, that the Products will operate error-free, uninterrupted, or be free of viruses. The entire risk as to the selection, satisfactory quality, performance and use of such Products shall remain with the Customer.
 - (e) The Vendor offers no guarantees, whether express or implied, as to the suitability, quality, or availability or 'uptime' of its Products. These are subject to many variables outside of any single entity's control and thus a 'best effort' service is provided.
 - (f) The inability to fully utilise the Vendor's Products as a result of obstacles outside the Vendor's scope of responsibility are not grounds for refund, discount, reimbursement, breach of terms and conditions, reason for complaint, or otherwise.
 - (g) The exclusions of liability apply to liability in contract or in tort (negligence) and any other principle of legal liability.
 - (h) The Vendor will not be liable for any scenarios mentioned in this section from direct actions, indirect actions, or inaction, whether intentional or unintentional, during requirements analysis, installation, investigation, application of remedy, alteration, or upgrades, whether at the instruction of an expert, supplier, manufacturer, the Customer, a vendor or otherwise.
- (3) "The Vendor" includes the Vendor entity itself, its agents, and employees, for the purposes of this section.
- (4) In the event the Vendor is determined to be liable, the Vendor's aggregate liability arising from or relating to this agreement, or the Vendor's Products, is limited to the price paid by the Customer for the discrete Product responsible for the harm, up to a maximum of 3 months worth when the Product is a subscribed service. When the Products are Goods the aggregate liability shall only for the amount charged for those Goods.
- (5) No other network operator and/or third party supplier, including their officers, employees, contractors and agents, will be liable to the Customer for loss or damage of any kind arising from the Customer's use of the Vendor's Services. This clause creates a right and benefit that other network operators and/or suppliers can enforce as a defence to any claim.

Section 17 - Vendor Equipment

- (1) The Vendor may from time to time supply Vendor Equipment to the Customer in connection with its Services.
- (2) Unless agreed otherwise, the Customer will have no ownership rights to any Vendor Equipment no matter where or with whom the Vendor Equipment resides or for how long it has resided apart from the Vendor.
- (3) Nobody must damage or interfere with the Vendor Equipment except at the direct instruction of the Vendor.
- (4) It is expected Vendor Equipment will be subject to wear and tear from fair usage when used for its intended purpose.
- (5) If the Vendor Equipment is lost or damaged while in the Final Recipient's possession, the Customer shall pay the full and current repair or replacement cost of the Vendor Equipment, as determined by the Vendor.
- (6) The Customer agrees to insure all Vendor Equipment supplied to it by the Vendor and require its customers do the same.
- (7) Upon Service Termination the Customer shall retrieve and return all Vendor Equipment to the Vendor within 30 days from the termination date, or date billed until, whichever is greater, or the Customer shall pay the full and current replacement cost of the Vendor Equipment as determined by the Vendor.
- (8) Possession date is defined as that time from which receipt of equipment has been taken by either the Customer or any other party the equipment has been provided to at the Customer's request. The possession date starts from delivery to the first destination outside the Vendor's control in the chain of recipients that might be involved in the delivery process to the final recipient.
- (9) When the Customer's possession is not disputed but the date of possession cannot be determined, it is agreed that date shall be 3 working days by regular post, 2 working days from dispatch by courier, or 5 working days from dispatch by large freight transportation mechanisms.
- (10) Equipment that has been tampered with, lost, or damaged, will incur service fees to return the existing equipment or replacement equipment to an operational state suitable to the task in addition to any applicable replacement charges.
- (11) The vendor supports devices it currently leases and reserves the right to change its supported devices at its discretion without notice.

Section 18 - Acceptable Forms of Notification

- (1) Email is the preferred method of correspondence.
- (2) The Customer will be asked to provide an appropriate email for correspondence, and once provided, it remains the Customers responsibility to inform the Vendor of any changes to the continued suitability of using this address.
- (3) Unless specified otherwise, physically posted correspondence via regular post or courier is considered an acceptable form of notice for all manner of correspondence between Vendor and Customer whereby:
 - (a) a notification's starting date is applicable from the receipt date of correspondence; and
 - (b) The receipt date is agreed to be 5 working days from the postmark date of said correspondence via the normal postal system or, when couriered, the courier delivery confirmation date plus 1 working day or 3 working days from the dispatch date when the delivery confirmation date cannot be confirmed.
- (4) Unless specified otherwise, and when signatures are required, email is considered an acceptable form of correspondence between Vendor and Customer whereby:
 - (a) a notification's starting date is applicable from the date the correspondence is received; and
 - (b) The receipt date is deemed to be 1 working day from the email delivery completion date, whereby:
 - i. The delivery completion date is when the sending email server (MTA) has successfully completed delivery to the first point of contact under the recipients control, typically the recipients email server. As the ultimate delivery can involve a chain of servers, those intermediate servers employed by the recipient that act as a proxy, preprocessor, or representative of their own, including but not limited to third party spam filters, are deemed to be synonymous with the recipients server.
 - ii. As the recipients email service might be provided by third parties, this service and all components required to

- perform and offer this function or any part or combination thereof are deemed to be synonymous with the recipients own server(s).
- iii. All third party email and related services employed by the recipient, involved in the email delivery chain, including but not limited to spam filtering services, and all services deemed synonymous with the recipients own servers, are deemed to be under the recipients control.
 - iv. As SPAM filters are voluntarily imposed, and controlled at the discretion of the recipient, all parties will ensure their SPAM or other filters, rules, policies, or other preprocessors, are configured so as to not reject, redirect, mark as spam, delay, or otherwise impede the Vendor's email correspondence, and therefore any such obstructions under the recipients control cannot be used as an excuse to effect the receipt date of email based notifications.
 - v. Notwithstanding Subsection (2) (iv) of this section, the recipient can use SPAM filters as an excuse for receipt delay or non receipt when the recipients employed SPAM detection systems have acted as instructed by the sender's employed authentication mechanisms. Such scenarios can arise from misconfigured SPF records, or the sending party uses a sending server not authorised by the authentication systems they employ, or any other circumstance resulting in the sender actively instructing the recipient's servers to flag an email as illegitimate.
- (5) The dates of notifications-of-notifications, such as but not limited to email notifications (alerts) of website or portal notifications, are deemed to be synonymous with the ultimate notification irrespective of when the notification (alert) of notification is received.
- (6) When multiple forms of notification have been employed, and the receipt dates conflict, the earliest notification date shall apply.

Section 19 - Intellectual Property

- (1) Unless otherwise agreed in writing, a party has no rights in respect of any intellectual property of the other party.
- (2) The Vendor grants to the Customer a non-exclusive, non-transferable licence to use (but not to sub-licence), and subject to the Vendor's discretion, all intellectual property relating to the provision of the Services necessary to enable the Services to be used in the manner contemplated by This Agreement while the Customer remains a customer.
- (3) The Customer will not disclose or expose to any third party, or persons with no need of disclosure or exposure, either directly or indirectly, intentionally or otherwise, the inner workings of the Vendor's systems, interfaces, software employed, methods, techniques, processes, source code, documentation, equipment configurations, or any aspect whatsoever of the Vendor's operations that are not customer facing, publicly available, or required to perform the Customer's reasonable duties within the Vendor-Customer relationship. The Customer agrees to reasonably secure access to prevent unintended exposure.
- (4) The Customer will not disclose to third parties, or persons with no need of disclosure or exposure, either directly or indirectly, intentionally or otherwise, the pricing, pricing structure, terms, conditions, arrangements or other agreements it has with the Vendor, including but not limited to this document, where such elements are not customer facing, publicly available, or required to perform their reasonable duties within the Vendor-Customer relationship. The Customer agrees to reasonably secure access to prevent unintended exposure.
- (5) The conditions outlined in this section cover both acceptable conduct, and copyright which is governed by statute apart from This Agreement. Both issues persist indefinitely, even after the vendor-customer relationship has ended.

Section 20 - Collection and Use Of Information

- (1) The Customer may at times supply the Vendor with personal information. The Vendor may also obtain personal information from the Customer's use of Services.
- (2) The Vendor may:
 - (a) use the Customer's personal information and, where the Vendor deems appropriate, disclose it to third parties if this is required for it to provide the Services; for credit checking and debt collection; and to communicate with the Customer about the Vendor's Products;
 - (b) share information about the Customer and their use of Services with other third party suppliers in order to provide the Services and to comply with interception, capability, security, fraud investigation co-operation, credit inquiries, or emergency

- response requirements; and
- (c) and the Vendor's third party suppliers, use information about the Customer and their use of the Services for the purposes described above.
- (d) Seek and obtain information from the Customers creditors and relevant other agencies in association with Vendor offered credit or debt reclamation activities.
- (e) The Customer is entitled to see any information the Vendor holds about them and to request that any incorrect information be corrected.
- (f) Where the Customer is a natural person the authorities under this clause are authorities or consents for the purposes of the Privacy Act 1993.

Section 21 - General and Miscellaneous

- (1) Failure by the Vendor to enforce any of the terms and conditions contained in This Agreement shall not be deemed a waiver of any of the rights or obligations the Vendor has under This Agreement.
- (2) If any provision of This Agreement shall be invalid, void, illegal, or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- (3) The Customer must not assign their rights under This Agreement without prior written consent of the Vendor. The Vendor may assign its rights and obligations under This Agreement to anyone else without the Customer's consent and will notify the Customer if it does
- (4) Service Termination, however arising, shall not affect the provisions in This Agreement that are specified or implied to operate or have effect thereafter.
- (5) Nothing in This Agreement shall be construed as giving any third party any right, remedy or claim against the Vendor.
- (6) Nothing in this document shall be construed as establishing a partnership, joint venture, agency, employment or other relationship not consistent with the Vendor - Customer relationship to which this document pertains.
- (7) This document is governed by and construed in accordance with the laws of New Zealand without reference to its principles or rules of conflicts of laws. The parties hereby submit to the jurisdiction of the New Zealand courts.
- (8) Any controversy or claim arising out of or relating to This Agreement or any breach thereof shall be settled by arbitration to be held in that city of the Vendor's registered head office, in accordance with the law in this jurisdiction, and judgment upon the award rendered by the arbitrators may be entered in any Court having jurisdiction thereof.

Section 22 - Application & Amendments

- (1) Confirmed Orders constitute a new contractual instance to be governed by the most recent applicable terms and conditions agreement at the time the contractual obligation was created.
- (2) All terms of This Agreement perpetually remain unless specifically overridden by subsequent agreements.
 - (a) Overrides must:
 - i. be in writing; and
 - ii. be mutually agreed to; and
 - iii. be agreed to after the date on This Agreement; and
 - iv. apply to a specific interaction or specifically identified set of related interactions.
 - (b) Overrides are to be considered an amendment to, not a replacement of, This Agreement.
 - (c) A general perpetual override is not permissible and any need requiring such would necessitate a new terms & conditions agreement, with unique requirements likely addressed in a supplementary document.
- (3) The latest applicable terms and conditions agreement can be determined by a higher version number that is signed by both parties.
- (4) These terms and conditions and those named supplementary documents listed herein constitute the entire terms and conditions agreement and supersede (revoke) all prior agreements or discussions, whether oral or written.
- (5) The Vendor reserves the right to change these terms and conditions providing 30 days notice before changes will take effect. The new terms will need to be agreed to and a signed copy returned within this 30 day period. Non-compliance with these requirements will be deemed as non-agreement at which point Services will be stopped at the end of the next billing cycle. Suspension of The Customer's

Account shall ensue immediately ultimately resulting in termination at a date suitable to the Vendor. When Term Contracts are involved any non-agreement will be addressed at the Vendor's discretion by either allowing these Term Contracts to complete their term under the previous agreement, or grant the Customer an Early Release.

Section 23 - Supplementary Documents

There are no supplementary documents.

Section 24 - Signatures

Customer Acceptance

I, a representative of the Customer, having read this document and had sufficient opportunity to seek professional legal advice, and having this opportunity have either sought said advice or willingly declined this recommendation, assert my complete and thorough understanding of this document's contents and hereby agree to the terms and conditions in This Agreement

this _____ day of _____,
and assert I have the authority to represent the Customer with the understanding I will become personally liable *if this authority* has been misrepresented.

Customer (Organisation) (print clearly)

Your full name (print clearly)

Position / Job Title (print clearly)

Signature

Vendor Acceptance [to be completed by Vendor]

I, a representative of the Vendor defined in this document, hereby agree to the terms and conditions in This Agreement

this _____ day of _____,
and assert I have the authority to represent the Vendor named in this document and understand I will be personally liable if this authority has been misrepresented.

Vea Limited
Vendor

Your full name (print clearly)

Position / Job Title (print clearly)

Signature