



AAV New Zealand Limited
105 Cook Street Phone: (09) 309 4433
Freemans Bay
AUCKLAND

ACCOUNT & CREDIT APPLICATION FORM

COMPANY DETAILS

 COMPANY NAME (TRADING AS)
 STREET ADDRESS..... POSTAL ADDRESS.....

 PHONE FAX ACCOUNTS CONTACT PERSON.....
 PROPRIETOR(S)/COMPANY DIRECTOR(S) FULL ADDRESS:.....

FINANCIAL DETAILS

 APPROXIMATE MONTHLY CREDIT REQUIRED
 COMPANY'S BANK AND BRANCH.....

CREDIT REFERENCES

REFEREES' NAME AND COMPANY	FULL ADDRESS AND TELEPHONE NUMBER
1.
2.
3.

A NOTE ABOUT TERMS AND CONDITIONS OF TRADE

 All transactions with AAV New Zealand Limited (Known as AAV) are subject to the Terms and Conditions on the reverse of this Application Form. In particular, it should be noted that AAV's Terms of Payment are net cash on the 20th day of the month following delivery of any products and/or services provided by AAV. Any claim for adjustment of any invoice must be made within 10 days from the date of the invoice. AAV charges 18% per annum on overdue payments and reserves the right to refuse credit at any time.

SIGNED FOR AND ON BEHALF OF (NAME OF COMPANY).....
 NAME OF AUTHORISED COMPANY REPRESENTATIVE.....
 SIGNATURE OF AUTHORISED COMPANY REPRESENTATIVE

OFFICE USE ONLY

APPROVED BY ACCOUNT NO
 DATE APPROVED..... CUSTOMER ALPHA CODE

AAV NEW ZEALAND LIMITED
CONDITIONS OF TRADING

1. PRICES

The prices contained in the quotation given to the customer are based on rates and costs at the date of the quotation in respect of materials, labour, freight and other charges. Any increase in the cost of any such item will be for the customers account.

2. TERMS

- (i) The terms of payment are net cash on the 20th day of the month following delivery of the duplicated tapes to the customer.
- (ii) The duplication services provided by AAV NEW ZEALAND LTD may be invoiced as the work progresses and such invoices shall also be due for payment on the 20th day of the month following each invoice.
- (iii) Interest at 18% per annum may be charged by AAV NEW ZEALAND LTD on any sums overdue.

3. ESTIMATES

Any estimates given by AAV NEW ZEALAND LTD to the customer shall be treated as a guide to the final costings only and will be non binding on AAV NEW ZEALAND LTD..

4. DELIVERY OF DUPLICATED TAPES AND COMPLETION

- (i) AAV NEW ZEALAND LTD shall use its best endeavours to complete the duplicating services on the date specified in the quotation, but shall not be liable for failure to complete or delay in completing the duplication occasioned by any cause or thing beyond the control of the company.
- (ii) Delivery of the duplicated tapes shall be deemed complete when AAV NEW ZEALAND LTD gives possession of the said tapes to a carrier (whether employed by AAV NEW ZEALAND LTD or not) for transportation to the customer.
- (iii) The customer shall accept the duplicated tapes on the date specified for delivery in the quotation, or if AAV NEW ZEALAND LTD is unable to make delivery at this time on such a later date as AAV NEW ZEALAND LTD is able to make delivery.

5. INDEMNITY

The customer will indemnify AAV NEW ZEALAND LTD should any production or performance be rendered incapable of completion by cause beyond the control of AAV NEW ZEALAND LTD. In addition, the customer will indemnify AAV NEW ZEALAND LTD against all fees, costs, expenses, damages, and/or other liabilities whatsoever incurred or suffered by AAV NEW ZEALAND LTD in respect of any copyright, royalties, performance fees or other proprietary right or claim of any kind by any third party relating to any recording made by AAV NEW ZEALAND LTD for the use of the customer, or to any master tape supplied to AAV NEW ZEALAND LTD by the customer.

6. LIEN

AAV NEW ZEALAND LTD shall have a general lien upon all tapes, discs and other goods of the customer in the possession of AAV NEW ZEALAND LTD for any sum or balance of amounts outstanding by the customer.

7. AFTER HOURS WORK

- (i) The quoted price for the duplicating services is based, unless otherwise stated, on the assumption that the work can be carried out in the course of and during normal working hours. AAV NEW ZEALAND LTD reserves the right to charge extra for any work performed outside such normal working hours.
- (ii) AAV NEW ZEALAND LTD reserves the right to charge extra where any additional work or materials are required and the need for which was not apparent from particulars given by the customer to AAV NEW ZEALAND LTD before the quotation was made.

8. DISCONTINUANCE OF WORK

AAV NEW ZEALAND LTD reserves the right to discontinue work at any time should there be non-payment by the customer of any progress invoices rendered by AAV NEW ZEALAND LTD pursuant to clause 2 hereof.

9. TAPES AND STORAGE

- (i) AAV NEW ZEALAND LTD will hold all video tape stock used in duplicating service for three months and thereafter will be entitled to erase such stock on giving 21 days notification in writing to the customer.
- (ii) The customer may require AAV NEW ZEALAND LTD to use tapes supplied by the customer for duplicating purposes, but the use of such tapes will be entirely at the customers own risk. All master tapes supplied by the customer will be stored for a period of up to 2 years by AAV NEW ZEALAND LTD and AAV NEW ZEALAND LTD shall be entitled to make a reasonable charge for storage.

10. LIABILITY

- (i) The liability of AAV NEW ZEALAND LTD whether in contract or in tort for any loss or damage or injury arising directly or indirectly from any defect non-compliance of or defect of services rendered or any misrepresentation by AAV NEW ZEALAND LTD relating thereto, is limited to the replacement or repair of such defective, non-complying or misrepresented services for damages not exceeding the invoice value of the same, of the same option of AAV NEW ZEALAND LTD.
- (ii) AAV NEW ZEALAND LTD shall not be liable for any consequential indirect or special damage or loss of any kind whatsoever.
- (iii) Claims on any grounds must be made by the customer in writing within 30 days after receipt of the duplicated tapes by the customer, otherwise they shall be deemed to have been waived.

11. VARIATIONS IN QUANTITY

Every endeavour will be made to deliver the correct quantity ordered but quotations are conditional upon a margin of:

- (i) Overs one percent of whole one hundreds plus one.
- (ii) Unders of three percent of whole hundreds minus one.

12. INTERPRETATION

- (i) "AAV NEW ZEALAND LTD" means AAV NEW ZEALAND LIMITED and/or any subsidiary or related company thereof.
- (ii) "The Customer" refers to the person firm or company to whom a quotation was submitted and who subsequently accepted the same.
- (iii) "Services" means those services specified in the quotation form to be performed by AAV NEW ZEALAND LTD for the customer.