CASHMANAGER™ BY ACCOMPLISH Smart Accounting Software

Accredited Reseller Application Form

Company Name: _____

Person to be Accredited: _____

Title: _____

Street address: _____

Postal address: _____

Tel: _____ **Fax** _____ **Mobile:** _____

E-mail _____

Website URL _____

Please enroll me in the CashManager "Accredited Resellers Programme" for $1000* plus GST. This sum covers both membership and Accredited Training. I understand I will be invoiced $500* plus GST annually to maintain my membership.

Payment Options:

Cheque/Credit Card/Direct Credit

Accomplish Limited
BNZ: 00 0223 0041010 000

Signature: _____

Expiry Date: _____

Either scan the document and email back to us on 'info@cashm.co or post it to P O Box 74310 Greenlane Auckland 1546

*Prices are subject to change

Previous Experience:

Lite		**Data Entry**	
Standard		**Invoicing**	
Plus		**Budgets**	
Bank Statement import			
Other Comments			

Credit Application Form

Company Details:

Full Business Name:	
Trading Name:	
Postal Address:	
Suburb:	Postcode:
Delivery Address:	
Suburb:	Postcode:

Contact Details:

Contact – Accounts:	Phone:
Contact – Sales:	Phone:

Directors, Proprietors or Partners Details:

Bank Details:

Bank Name:	
Address:	
Suburb:	Postcode:
Account No:	

Accountants Details:

Name:	
Address:	
Suburb:	Postcode:

Trade References:

1.	Phone:
	Fax:
2.	Phone:
	Fax:
3.	Phone:
	Fax:

Signed: _____ Dated: _____

Terms and Conditions of Sale

Definitions

1.1 "Product" includes all goods sold by Accomplish Limited including software supplied under licence.
1.2 "Software" includes all relevant documentation.
1.3 "Reseller" means the reseller authorised by Accomplish Limited to supply the product to the public. The Reseller only acquires a licence to use any software ordered.

Terms of Sale

Payment for a product is **due within 7 days of invoice** unless Accomplish Limited expressly agrees to other terms for payment

1. Any payment due to Accomplish Limited by the reseller shall be paid without any deduction. No set off is permitted. All monies owed by the reseller to Accomplish Limited become due for payment immediately if: -
    a. The reseller fails to pay any amount owing when due;
    b. The reseller ceases or threatens to cease carrying on business;
    c. A distress warrant or an order is made or a resolution is passed for the dissolution of the reseller;
    d. An application or an order is made or a resolution is passed for the dissolution of the reseller.
    e. An encumbrancer takes possession or a liquidator, provisional liquidator, statutory manager, trustee, receiver, receiver and manager, inspector is appointed in respect of the whole or any part of the assets of the reseller;
    f. The reseller is unable to pay its debts when due or fails to meet the solvency test as defined in the Companies Act 1993 or enters into dealings with any of its creditors with the view to avoiding or in expectation of insolvency. Any monies which are due and remain unpaid for two business days shall bear interest from the date on which they fell due for payment at the rate of 5% per annum above the interest rate charges or which would be charged to Accomplish Limited by its bankers on an overdrawn account

2. Risk in a product passes to the reseller when a product leaves the Accomplish Limited store. Accomplish Limited shall act as agent for the purposes of arranging transportation of the goods and insurance in transit unless Accomplish Limited is notified to the contrary in writing at the time of ordering. Transport and insurance shall be arranged at the reseller's expense Title in a product does not pass until such times as all monies whatsoever due by the reseller to Accomplish Limited (whether in respect of those particular products or other products) are paid in full. In such case where title in a product has not passed then where a product passes so that the reseller can pass title to the customer. Where money is owed to Accomplish Limited, the reseller must hold the proceeds of such sale in trust for Accomplish Limited until payment is made to them. The reseller shall be obliged to keep a record of all such on sales and make such record available to Accomplish Limited on request. Without prejudice to any other right it shall have to cancel the agreement, should the reseller default in making a payment to Accomplish Limited when due or, any creditor of the reseller take any step to recover monies due by the reseller or, have grounds of taking such step, then Accomplish Limited or its agents may recover and resell any products and may, enter upon the reseller's premises to recover possession of any products. Accomplish Limited shall not be liable for any damage, injury of loss however caused resulting from such entry, recovery or resale. The costs of such seizure are to be borne by the reseller and added to the reseller's account as a principle amount.

Initial……

3. The reseller is acquiring the products for the purpose of re-supply and trade and if in any instance of supply by Accomplish Limited to the reseller this shall not be the case then it is acknowledged by the reseller that the products have been acquired for the purposes of business.

4. The reseller shall:
    a. Not modify any product, its packaging or promotional material nor reproduce any of the artwork appearing on such packaging without Accomplish Limited's written permission;
    b. Not reproduce any trademark appearing on any product or its packing;
    c. Not make a copy of, nor sell, nor hire, nor offer for sales or hire, a copy of any product;
    d. Not import for the purpose of distribution, sale or hire any product or software in any form whatsoever which is licensed to Accomplish Limited;
    e. Not publish or display any advertising material in relation to any product with Accomplish Limited proper written approval;
    f. Permit Accomplish Limited access to the reseller's premises for the purpose of verifying compliance with the reseller's obligations.
    g. Only be permitted to screen or display any product for promotional purposes.

5. Accomplish Limited shall not be liable in any way whatsoever for any loss or damage suffered by the reseller as a result of any reseller or failure to deliver any product on any specified date and any supply or delivery is subject to availability. Once an order has been placed and accepted by Accomplish Limited then, every endeavour will be made to inform the reseller of the delay shall not entitle the reseller to cancel the order.

6. The reseller acknowledges that returns can only be made in accordance with the Accomplish Limited Returns Policy, which is available on request.

7. Accomplish Limited has no liability whosoever arising from any defect in a product where the defect is caused by alteration or modification by the reseller or any other person after delivery of the product.

8. Accomplish Limited will not deal with or be responsible for any claim by any other customer of the reseller in respect of any representation by the reseller that a product was suitable for a particular purpose, other than a purpose promoted by Accomplish Limited.

9. If a product is defective in any way the reseller shall not be entitled to cancel the order but shall be entitled to a replacement of the defective product after Accomplish Limited has checked and confirmed the defect.

10. The reseller agrees with and will abide by the Software Licence Agreement as detailed in the software products distributed.

11. It is the companies' responsibility to inform Accomplish Limited of any change in staff of accredited persons within one month of that accredited person changing positions.

12. This accreditation is only valid while the company above has at least one accredited person on staff. If for any reason the accredited person no longer works for the

company above, then this accreditation will lapse until there is another member of staff undertakes the accreditation process.

13. To comply with the Privacy Act 1993 you hereby authorise us:

    To collect and hold personal and credit information about you from any source we consider appropriate and use this information to determine your creditworthiness, credit history, or credit capacity, for debt collection or any related purpose, or for providing you with information about our services: and disclose the personal and credit information to anyone else (including our related parties and shareholders) for the purposes of determining your creditworthiness, credit history, or credit capacity, for debt collection or any related purpose, or for providing you with information about our services. You must also notify us of any change in circumstances that may affect the accuracy of any personal or credit information we have collected about you and if you are a natural person may access and request correction of any personal information we hold about you, subject to the restrictions in the Privacy Act 1993.

14. Should an invoice become overdue we may charge interest at 1.5% per month compounded from the due date to the actual date of payment, place outstanding accounts in the hands of a debt collection agency for collection and we may also charge for debt recovery costs including our own time. By signing the below you accept personal liability for fee charges and consent to us providing a debt collection agency with such details relating to the client and signatories as may be necessary to collect any outstanding accounts.

15. Accomplish requires all marketing material using the Accomplish CashManager log or the Accomplish CashManager Accredited Partner logo, be only used for the term of this agreement by the company described in this agreement. Any material (other than letterhead) has to be approved by Accomplish before any of this material is produced.

16. The supply of the product by Accomplish Limited to the reseller is made solely on these terms and conditions.

SIGNED for and on behalf of the RESELLER

_____

SIGNATURE DATE

_____

NAME POSITION