



Lease Agreement

66 Mt. Eden Rd. Mt Eden Auckland 1024
 P O BOX 8018, Symonds St Auckland
 Phone: 09-6232176 Fax:09-6230948
 info@gpos.co.nz www.gpos.co.nz

Date of Agreement _____

Sales Person _____

Invoice# _____

Company Details

Company No.

Legal Company Name

Trading Name

Physical Address

Postcode

Business Type Sole Trader Limited
 Trust Partnership Incorp Societies

Contact Details

Contact Name

Phone

Mobile

Billing Address (Only if different from physical address)

Postcode

Email

Guarantor

Name

Phone

Address

Email

Postcode

Lease Items and Prices

Item	Serial Number	Qty	Monthly Fee
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Delivery/Install Date

Initial Term

Total (excl. GST) _____

Payment Start Date

Payment End Date

GST _____

Payment type Direct Debit

Total (incl. GST) _____

Notes

I/We the agreement for the GPOS Account hereby declare that the information given in this agreement is true and correct. Also I/We authorize GPOS Ltd to use the information for the purposes of supplying hosting and/or services, Rental, enforcing debts and other legal obligations owing to GPOS Ltd. Further, I/We declare, I/We have read and understood the GPOS Lease Terms & Conditions of Trade. The right of second display advertises are belonged to GPOS Ltd. The Guarantor unconditionally guarantees to us the payment of all amounts and the performance of all the order obligations owned by the customer under the Lease Agreement. The Guarantor's Liability continues until all obligations under the lease Agreement have been satisfied. GPOS will auto renew 36Months if no receive 30 days notice.

Customer Signature _____ Full Name _____ ID Type _____ No. _____

Guarantor Signature _____ Full Name _____ ID Type _____ No. _____

Witness Signature _____ Full Name _____ ID Type _____ No. _____

Office use only : Scan Key in Comm File Signed: _____

Section C. GPOS Lease Terms & Conditions

General Terms and Conditions

1 Ownership of the GPOS Equipment:

- a. We are the owner of the GPOS Equipment if you are doing the Lease only. You only have the right to use it.
- b. You must protect our ownership of the equipment and not attempt to sale, hire or deal with it in any way.
- c. GPOS have a right to sold the contract and equipments to third party.
- d. Change rental ownership (sold your business). You and new owner must sign the GPOS Change Owner From. GPOS will charge existing owner \$150+GST Document Fee. The existing owner's liability continues until all obligations under the lease agreement have been satisfied.
- e. The right of second display advertises are belonged to GPOS Ltd.

2 Entire agreement

- a. The entire Agreement between you and us consists of these terms and conditions and the signature page.
- b. The Lease agreement can not be cancelled or terminated except in accordance with its terms.
- c. Any brochures and marketing material you may have seen are provided for your information only and do not form part of this agreement.

3 Disclaimer of Warranties

- a. Upon delivery of the Equipment you must inspect it and satisfy yourself that it is in good operation order and conditions.
- b. You must rely on your own judgment as to: The quality and condition of the equipment and its fitness and suitability for any particular purpose; and The performance of services provided by third parties.
- c. 12 months return to base warranties is included if you choose GPOS equipment. You can extend to 3 years warranties by choose our 3 years support contract.
- d. 3 years of warranties and support is included if you choose GPOS support extent contract, but you have to pay a no refundable deposit for the first time.
- e. We exclude all liability for indirect or consequential damage, loss of income, loss of profit or interruption of business.
- f. No salesman or agent of the seller of the GPOS equipment is authorised to change any term of this agreement or to make any warranties or representations about it, oral or otherwise.
- g. You are unconditionally bound to pay all amounts due under this Lease Agreement in full without setoff or counterclaim, and without any deduction in respect of taxes, unless prohibited by law, on any account whatsoever. This obligation continues no matter what happens, even if the Equipment is lost, stolen, damaged or destroyed, if it is defective or if you can no longer use it.

4 Payment

- a. You must pay to us the Total Monthly Lease shown on the agreement each month for the full agreed term.
- b. Payments are due monthly in advance on the payment date shown on the agreement.
- c. If the payment date falls on a weekend or public holiday, payment is due the next payment business day.
- d. All payments, once paid, are not refundable for any reason.
- e. If there are any changes to the amount of GST payable or if any other taxes or government charges become payable in respect of this agreement, you agree that we may adjust the Total Monthly Lease Payment accordingly.

5 Use and maintenance of equipment

- a. You must keep the Equipment in good repair, condition and working order, normal fair wear and tear expected, and must supply all parts and servicing required.
- b. You must use, service and maintain the Equipment in accordance with the manufacturer's instructions and recommendations.
- c. You may modify the Equipment only with our consent.

6 Location and inspection

- a. Other than portable equipment, you must not move the Equipment from its location noted on the agreement without our prior written consent.
- b. You agree to provide our authorized agents and us with reasonable access to inspect the Equipment to confirm its existence, condition and proper maintenance.
- c. If you fail to provide access to us and/or our authorized agents, we have the right, subject to compliance with any applicable law, to enter the premises, or authorize our agents to enter the premises, where we believe the Equipment is located in order to confirm its existence, condition and proper maintenance.

7 Late Payment

- a. If a Total Monthly Lease Payment or any other amount due is not paid in full on time, you are in default and we are entitled to recover liquidated damages on the overdue amount which you agree is a genuine pre-estimate of the actual loss that we will suffer as a result of you being late in any payment to us.
- b. For each failure to make a payment in full and on time, the amount of liquidated damages payable will be the greater of \$25 or 0.05% per day on the overdue amount until paid in full.
- c. In addition, you agree to reimburse us for the amount that our bankers charge us for your dishonored payment(s).
- d. GPOS Keep the right to pass all overdue amounts to credit control company on your cost.

8 Termination

- This Lease Agreement will terminate upon the occurrence of any of the following events:
- a. we give you notice terminating this Lease Agreement after your default and repudiation of this Lease Agreement;
 - b. you return the Equipment to us at any time prior to the

expiry of the Agreed Term if you have a right to do so under the Consumer Credit Code;

- c. You close the business and want to terminate the contract

9 Consequences of early Termination

- a. If this Lease Agreement is terminated under clause 8, you must immediately:

- (i) pay to us:
 - (1) all overdue Total Monthly Lease Payments; plus
 - (2) any liquidated damages payable under clause 7 and any other amounts payable under this Lease Agreement, which amount you agree is a genuine pre-estimate of the loss that we will suffer because of the early termination of this Lease Agreement; and
- (ii) return the Equipment to us in accordance with clause 10 if you have not previously done so.
- (b) If you fail to comply with paragraph (a)(ii), you must pay to us on demand liquidated damages equal to the present value of the estimated fair market retail value of the Equipment as at the end of the Agreed Term (assuming that the Equipment will be in the condition required under clause 10(a) and (b)) discounted at monthly rests at the Reserve Bank's cash rate current on the date this Lease Agreement is terminated, which you agree is a genuine pre-estimate of the actual loss that we will suffer as a result of your failure to return the Equipment to us in accordance with clause 10. We may make the demand for payment by debiting the amount owed under this paragraph from your nominated bank account or credit card on any date at our election without notice to you.

10 Return of Equipment

- a. On termination of this Lease Agreement, you must return the Equipment at your expense to our place which is 66B Mt Eden Road, Auckland together with all cables. And Fill the GPOS Return Form.
- b. It is your responsibility to remove any personal data and software not specified in the Signature Page that is stored on or in the Equipment before returning it to us.
- c. We expressly deny all liability for any consequences arising from your failure to remove such information.
- d. If any Equipment is returned to us other than in accordance with paragraph (a), you must pay to us the difference between the fair market retail value of the Equipment as returned to us and the fair market retail value of the Equipment as it should have been returned to us.

11 Repossession of Equipment

- a. If you fail to pay any Total Monthly Lease Payment or if you fail to return the Equipment when you are required to do so under this Lease Agreement, in addition to our other rights, we or our authorized agents may, subject to complying with any applicable law, take all necessary steps to enter any premises where we believe the Equipment may be located and repossess the Equipment.
- b. Subject to complying with any applicable law, we may sell any repossessed Equipment at any time.
- c. If we have not terminated this Lease Agreement, you may collect the Equipment from us only if you have paid all amounts payable under this Lease Agreement (including any amounts owing under clause 16(a)).

12 End of Term Options

- At the end of the term, you may choose to:
- a. 30 days notice before end term date and return the equipment to us in accordance with clause 10;
 - b. return the Equipment to us in accordance with clause 10 and enter into a new agreement with us for the Lease of equipment having a value equal to or greater than the value of the Equipment when it was purchased by us;
 - c. make us an offer to purchase the Equipment at any price you see fit (which we are free to accept or reject). GST will apply to this purchase price.
 - d. If you do nothing or failed to give us notice under this clause, we will auto renew the contract with same term and continually charge you Total Monthly Lease

13 Assignments

Neither party may assign, contract, or transfer its rights or obligations under this Agreement without the prior written consent of the other parties, which shall not be unreasonably withheld.

14 Costs

- a. You must pay or reimburse us for:
 - (i) All taxes (including GST) in connection with this equipment Lease agreement
 - (ii) any expenses we reasonably incur in enforcing this Lease Agreement or incur because you have repudiated, terminated or breached this Lease Agreement, including, without limitation, any legal costs and expenses, financing break costs, costs incurred in repossessing or attempting to repossess the Equipment and costs incurred in storing and disposing of the Equipment.

15 Privacy

- a. You agree to us collecting personal information about you for the purposes of:
 - (i) assessing existing or future application(s) for consumer or commercial credit, managing your account, responding to your questions, enforcing our rights, performing our obligations and protecting our assets;
 - (ii) either us, the supplier of the Equipment or any other supplier appointed by us contacting you about your end of Lease term options, any trade up options or other special offers or promotions;
 - (iii) providing you with information about our other products and services and the products and services offered by our dealers or suppliers; and
 - (iv) any guarantee given or to be given by you or any guarantee given or to be given by any other person as your guarantor and the enforcement of any guarantee.
- b. We collect your personal information primarily from you. You agree that we may also collect personal information about you from the supplier of the Equipment; other credit providers; insurers; any of your employers, former employers, referees, banks, landlords, guarantors, accountant s, lawyers and financial advisers; service providers to us (including debt collection agencies, introducers, private

investigators, professional advisers); professional organisations; the internet, public and subscriber only databases; and government authorities.

16 Notices

- a. You must tell us if you change your bank account or credit card details, your business, postal or email address, or if you think there is any information that we should be aware of about your ability to comply with this EFTPOS Sales and Lease Agreement.
- b. We can give you notice by delivering it to you personally or leaving it at, or sending it by post, facsimile or email to your home, business, postal or email address last known to us. An email notice shall be valid if not returned.
- c. Any notice given pursuant to this Agreement will be sufficiently given if it is in writing and delivered, or sent by prepaid post or facsimile to the other party.

17 Changes to these Terms and Conditions

- a. We may change these Terms and Conditions at any time without the notice.
- b. Any change shall not affect the amount of the Total Monthly Lease Payment (except as permitted in accordance with clause 4) and shall only apply to obligations arising after the expiry of the notice period.
- c. This notice may also be given to you by an advertisement in one or more newspapers circulating in your State or Territory.

18 Fees

- a. We reserve the right to charge fees for services we provide.
- b. Fees will be charged at our standard rates applicable from time to time.

19 Changes

- a. If you want to request a changes to the drawing arrangements, please contact us at least 14 days prior to the next scheduled drawing date. You should contact us before contacting your Financial Institution.

20 Amendments

Any modification to or variation of this Agreement must be in writing and signed by authorised representatives of the Supplier and the Customer.

21 Your Obligations

If your drawing is returned or dishonoured by your financial institution, you should contact us to make suitable arrangements to rectify the non-payment. If no contact is made, we reserve the right to redraw the non-payment plus any applicable liquidated damages and fees payable pursuant to this Lease Agreement at any time at our discretion. You will be responsible for paying any varying charges including, but not limited to, taxes, liquidated damages payable pursuant to clause 8 of this Lease Agreement and any other fees and charges payable.

22 Disputes and Remedies

- a. If you believe that a drawing has been initiated incorrectly, contact us during business hours before contacting your financial institution.
- b. The parties agree to use their best efforts to resolve any dispute that may arise under the Agreement through good faith negotiations.
- c. Any dispute arising under this Agreement which cannot be settled by negotiation between the parties or their respective representatives shall be submitted to mediation before commencing any litigation. Either party may initiate mediation by giving written notice to the other party.
- d. If the parties can not agree a mediator within 2 working days of the notice, then the mediator will be selected by the President for the time being of LEADR (Lawyers Engaged in Alternative Dispute Resolution) or its successor.
- e. The parties shall continue to perform their obligations under the Agreement as far as possible as if no dispute had arisen pending the final settlement of any matter referred to mediation.
- f. Nothing in this clause shall preclude either party from taking immediate steps to seek urgent equitable relief before a New Zealand Court.

23 Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be severed and the remainder of the Agreement will remain in full force and effect.

24 Force Majeure

- a. Neither party will be liable for any act, omission, or failure to fulfil its obligations under this Agreement if such act, omission or failure arises from any cause reasonably beyond its control including acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental action after the date of this Agreement, fire, communication line failures, power failures, earthquakes or other disasters (called "Force Majeure"). The party unable to fulfil its obligations due to Force Majeure will immediately:
 - (i) Notify the other in writing of the reasons for its failure to fulfil the obligations and the effect of such failure; and
 - (ii) use all responsible endeavours to avoid or remove the cause and perform its obligations.

25 Confidentiality

Both parties agree that, unless they have the prior written consent of the other, they will not use or disclose to any third party (other than for the purpose of performing this Agreement) the terms and conditions of this Agreement or any information confidential to the other party.

ACKNOWLEDGMENT

BY SIGNING THE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE FORE GOING AND THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSED OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE TERMS DESCRIBED HEREIN

Initials _____