

CREDIT ACCOUNT APPLICATION FORM

PLEASE COMPLETE AND RETURN ALL PAGES OF THIS FORM

REGISTERED COMPANY NAME: _____

TRADING AS (if applicable): _____

COMPANY NUMBER (if applicable): _____

BUSINESS TYPE (tick one): LIMITED COMPANY SOLE TRADER TRUST PARTNERSHIP

STREET ADDRESS: _____

POST ADDRESS: _____

WEB SITE ADDRESS: _____

DIRECTOR: _____ EMAIL: _____

MANAGER: _____ EMAIL: _____

ACCOUNTS: _____ EMAIL: _____

TELEPHONE: _____ FAX: _____

HOW LONG HAS YOUR BUSINESS BEEN OPERATING: _____

ESTIMATED MONTHLY CREDIT REQUIRED: _____

BRIEF DESCRIPTION OF BUSINESS: _____

TRADE REFERENCES (All references must have been advised that you have nominated them):

1: _____ PHONE: _____

2: _____ PHONE: _____

3: _____ PHONE: _____

TERMS AND CONDITIONS OF CREDIT ACCOUNTS

The terms and conditions set out below govern all of the supplies of the products and services from Trig Instruments to the Purchaser ("You"). They will replace any terms of conditions contained in any document used by you and purporting to have a contractual effect, and your acceptance of any products from Trig Instruments indicate your acceptance of these terms and conditions. Further terms and conditions of sale and use of our web site are detailed on our web site at www.triginstruments.co.nz/catalog/terms.php

1. PRICE AND ORDERS

- Prices of the Products or Specifications may be altered without notice.
- Trig Instruments reserves the right to refuse to accept any order or any part of an order for any reason whatsoever, and to deliver goods by installments, in which case each installment will comprise a separate contract and shall be paid for as if it were a separate order.
- Where the Customer purchases the Products presented on the Trig Instruments website, the website's 'Terms of Use' shall apply to the extent that these terms and conditions are silent or they conflict with the Website Terms of Use.

2. RISK AND DELIVERY

- You are responsible for insurance and risk in the Products from the time they are delivered by a carrier to you, or on collection from Trig Instruments, where you have assumed responsibility for carriage, collected by you or your agent.
- You agree to pay all delivery costs unless otherwise negotiated and agreed by Trig Instruments.
- All claims for shortage or damage during delivery must be made to the carrier within 2 business days of the date of delivery. Where goods appear to be damaged or missing you must contact the carrier and Trig Instruments immediately.
- Trig Instruments will make every effort to ensure delivery of Products, or performance of services, is on time but will not be liable to you for any loss or damage arising in any way from any delay in delivery or performance. Delay in delivery or performance shall not entitle you to cancel any order.
- Unless otherwise stated in writing, all Products will be box shipped and it is your responsibility to assemble, configure and install it.
- Trig Instruments will, if requested by you, deliver the Products directly to your customer however you shall still remain responsible pursuant to 2(a) to 2(e) above.

3. PAYMENT

- Once this account has been actioned by Trig Instruments, all payments are to be made by the 20th of the month following the date of the invoice or supply of the Products.
- You agree to pay for the Products in full without deduction or set-off and to pay goods and services tax and any other government duties, levies or taxes in respect of the Products.
- If payment is not made in full by the due date, Trig Instruments is entitled to charge you interest on the unpaid overdue balance at the rate of 5% per month compounding monthly on the unpaid balance owing on the first day of each month until payment in full is received by Trig Instruments, and Trig Instruments may at its option suspend delivery of further goods or services until the account is paid. This may include Trig Instruments not releasing servicing work or other paid for goods until payment is received in full for the outstanding goods or services.
- Trig Instruments reserves the right to use a debt recovery agent, including repossession agent, should any account remain unpaid. All costs associated with the use of debt recovery or repossession will be added to any outstanding amounts.

4. PROPERTY

- a) Property and ownership in Products will not pass to you but will remain with Trig Instruments until Trig Instruments receives payment in full of the purchase price of the products and all other amounts that you owe to Trig Instruments for any reason.
- b) Until property passes to you, you shall hold any Products as fiduciary bailee for Trig Instruments and store them in a manner to enable them to be identified and cross referenced to particular invoices.
- c) You authorize Trig Instruments or its agent to enter your premises to remove any Products which are the property of Trig Instruments without prejudice to any other of Trig Instruments rights, and you indemnify Trig Instruments against all costs and claims in respect of its exercise or rights under this clause 5.
- d) Unless otherwise notified in writing, you are authorized to sell the Products in the ordinary course of your business, but you must keep the proceeds of any Products sold in a separate account in trust for Trig Instruments.

5. RETURNS

- a) You acknowledge and agree that returns shall only be accepted by Trig Instruments in accordance with Trig Instruments returns policy, and that you may receive a credit for goods returned only with the written consent of Trig Instruments in advance of returning the product and that all goods are in new condition with all associated original undamaged wrapping, accessories, printed material, packing etc. so that the items may be sold as new again without limitation.
- b) A restocking fee may be charged on some items, this may vary, so please call Trig Instruments prior to returning items for fees if applicable.
- c) Items ordered in for you and overseas orders are not returnable.
- d) All freight to and from Trig Instruments on returned products will be at your cost.

6. WARRANTIES

- a) Products are subject to the manufacturers' warranties only, Trig instruments will pass on the benefit of those warranties to you if it is able.
- b) Trig instruments makes no additional representations or warranties in respect of the Product.
- c) Where goods are subject to a return to base warranty, you are responsible for returning them to Trig instruments or the manufacturer (as provided by the warranty) and you may be responsible for additional costs including (but not limited to) freight.
- d) Trig Instruments sole liability for breach of warranty is limited to (at Trig Instruments discretion): a refund of the purchase price, repair or replacement of faulty goods. Trig Instruments expressly disclaims any liability for damages, incidental or consequential resulting from the use of equipment purchased or hired from Trig Instruments.

7. OBLIGATIONS TO SUPPLIERS

Trig Instruments may impose certain conditions on you from time to time due to such terms being imposed on Trig Instruments by its Suppliers.

8. COMPLIANCE WITH APPLICABLE U.S. LAWS

You warrant that all technology, technical information and technical data received directly or indirectly by you from Trig Instruments under these terms of trade is intended solely for the use of you and your customers. All "Direct Products" (as defined in the United States Department of Commerce Comprehensive Export Schedule) of such technology, technical information and technical data are intended solely for the use of you and your customers within such countries as are not forbidden or restricted now or hereafter by United States Export Administration laws; and those Direct Products shall not be exported except in strict compliance with all United States Export Administration laws and all other applicable United States laws, as now or hereafter exist. Trig Instruments expressly reserves the right to refuse any order which, in Trig Instruments sole judgment is or may be a violation of such laws on the part of you or your customers.

9. CONSUMER GUARANTEES ACT ("CGA")

- a) Trig Instruments distributes goods intended for business purposes therefore the provisions of the CGA shall not apply to any supply of Products to you, and the conditions, warranties and guarantees set out in the Consumer Guarantees Act 1993 or implied by common law will not apply and are excluded from these terms of trade (unless unable to be excluded by reasons of law). Trig Instruments liability to you shall be limited to the value of any Products, Software or services supplied, and Trig Instruments and its employees, contractors and agents, any manufacturers of the Products or any of their materials or components and any licensors of Software or suppliers of services, will not be liable to you for loss or damage of any kind however that loss or damage is caused or arises.
- b) This exclusion of liability includes, but is not limited to, costs (including costs of returning Products or Software to Trig Instruments or to any manufacturer or licensor), consequential loss, loss of profits and damage caused by or arising from delays in manufacturing or delivery, faulty or delayed installation, unreasonable use, negligence (including a failure to do something which should have been done or to prevent something from happening), faulty specifications and design, and faulty materials, components, manufacture, compilation, or assembly of the Products or Software.
- b) Where you purchase any Products of Software from Trig Instruments for re-supply as, or incorporation into, goods or services ordinarily acquired for personal household or domestic use or consumption ("Consumer Products") you warrant that:
 - i) if you supply the Consumer Products directly to an end user/consumer you will do so using terms and conditions of supply which exclude liability for any claims under the CGA; and
 - ii) if your customer acquires the Products for re-supply, you will ensure that your customer and each person in the distribution chain will exclude liability in its contract for supply for any claims under the CGA, but in each case only where the end user/consumer acquires the Consumer Products for business purposes, and you agree to indemnify Trig Instruments against failure by you, your customers or any person in the distribution chain to properly contract out of liability to business end users/consumers under the CGA.
- c) In the event of conflict between these terms and conditions and the CGA, then the provisions of the CGA shall prevail and any such conflict shall be deemed not to be an attempt to contract out of the CGA.
- d) It is a condition of the sale of all goods and services that CGA will not apply to any goods or services acquired for a business purpose.

10. INDEMNITY

You will indemnify Trig Instruments against all costs (including legal costs on a solicitor and own client basis), expenses, losses, damages or claims arising in any way where you have failed to comply with any one of these terms, as modified from time to time.

11. INTELLECTUAL PROPERTY

- a) All Intellectual Property shall remain the property of Trig Instruments and any Supplier entitled thereto and neither Trig Instruments nor its suppliers transfer any right, title or interest in the Intellectual Property to you.
- b) You shall not use any trade marks which are the property of Trig Instruments or its Suppliers, or any similar words or marks, or any combination of words which includes any of those trade marks or any similar words or marks, except to the extent expressly authorized by Trig Instruments or the owner of the intellectual property in writing.
- c) You agree to dispatch the Products only under the trade marks under which they are supplied by Trig Instruments, and under no circumstances shall you apply any of the trade marks to any product which is not a genuine branded product supplied to you by Trig Instruments.
- d) You will not cause or permit anything which may interfere with, damage or endanger the trade marks or other intellectual property rights of Trig Instruments or Trig Instruments Suppliers, or assist or allow others to do so.
- e) You may not register a business name incorporating the words "Trig Instruments".
- f) In the case of your account with Trig Instruments being terminated you shall immediately discontinue use of any of the trade marks which are the property of Trig Instruments in any sign, or advertising and thereafter shall not use those trade marks directly or indirectly in connection with its business.

12. CONFIDENTIALITY

- a) All wholesale pricing and confidential Information shall at all times remain the property of Trig Instruments and/or the Suppliers.
- b) You agree with Trig Instruments to keep all information and communications (both oral and written) given by Trig Instruments to you from time to time strictly confidential. You agree to use Confidential Information supplied by Trig Instruments only in connection with the carrying on of that part of your business relating to the Products and in connection with the performance of your obligations under these terms and conditions.
- c) You agree to ensure that all Confidential Information given by Trig Instruments to you is made available to your employees only on the basis that those employees at all times maintain strict confidentiality.

"I/We irrevocably authorise any person or company to provide you with such information as you may require in response to your credit inquires. I/We further irrevocably authorise you to furnish to any third party, details of this application as required in response to your credit enquires."

"I/We have read the terms and conditions on this account application and agree to abide by them in full."

Name: _____ Signature: _____ Date: _____