



CREDIT ACCOUNT APPLICATION FORM (NZ REGISTERED COMPANY)

COMPANY DETAILS

Registered Company Name _____

Trading Name _____
(if different from above)

New Zealand Company Number _____ GST # _____

Delivery Address (for products or services): _____

_____ Phone No _____ Postcode _____

Postal Address (if different from above): _____ Postcode _____

Director(s):

A. Name: _____ Address _____
_____ Postcode _____ Phone No _____

B. Name: _____ Address _____
_____ Postcode _____ Phone No _____

(please attach details separately if more than two)

Purchasing Contact: Name: _____ Email: _____

Accounts Payable Contact: Name: _____ Email: _____

Credit Limit Requested _____ Anticipated Monthly Business _____

Name of Bank where account held _____ Branch _____

Preferred Currency for Purchase _____

Trade References:

Business Name: _____ Contact Name: _____

Phone: () _____ Email: _____

Business Name: _____ Contact Name: _____

Phone: () _____ Email: _____

Business Name: _____ Contact Name: _____

Phone: () _____ Email: _____

I the undersigned hereby acknowledge that all purchases from Glyn Limited will be made pursuant to the Credit Agreement and the Terms and Conditions attached to this Application form which exclude and supersede any prior arrangements or any representation, warranty, assurance or undertaking given for or on behalf of Glyn Limited unless expressly accepted by an authorised officer of Glyn Limited in writing.

Signed: _____ **Print Name:** _____ **Date:** ____/____/____

I certify that I am authorised to sign this application for and on behalf of all directors of the Applicant in my capacity as

_____ (Position Held).

Please email this application form to your account manager or to accounts@glyn.co.nz

Credit Agreement

1. General

- 1.1 This Agreement is governed by the laws and exclusive jurisdiction of New Zealand upon the acceptance of this application by Glyn Limited ("the Seller").
- 1.2 The Applicant ("the Buyer"):
- (a) warrants that all information provided in this credit account application is correct;
 - (b) acknowledges receipt of the Sellers General Terms and Conditions of Sale and agrees that the Products and Services will be supplied by the Seller subject to those Terms and Conditions;
 - (c) agrees that no change to the structure, status or partnership (if applicable) of the Buyer will affect the liability of the Buyer named in this application or any guarantor of any credit granted pursuant to this application until a new application is accepted by the Seller in the name of the Buyer as restructured or changed

2. Security

- 2.1 By completing a Credit Account Application a security interest is created in the Goods the Seller supplies the Buyer.
- 2.2 If the Seller determines that a supply made to the Buyer (or a transaction in connection with the supply) is or contains a security interest for the purposes of the Personal Property Securities Act 1999 ("PPSA"), the Buyer agrees:
- (a) The Buyer shall not grant any other security interest or any lien over Goods that we have a security interest in.
 - (b) At the Sellers request the Buyer shall promptly sign any documents and do anything else required by the Seller to ensure its security interest constitutes a first ranking perfected security interest in the Goods.
 - (c) The Seller may at any time enter the Buyers premises and properties to uplift Goods that it has a security interest in.
 - (d) If Goods that the Seller has a security interest in are processed, included or dealt with in any way causing them to become accessions, processed or commingled Goods, the Sellers security interest will continue in the whole in which they are included. The Buyer shall not grant any other security interest or any lien in either the Goods or in the whole.
 - (e) The Buyer waives any rights it may have under sections 114(1)(a), 116, 120(2), 121, 125, 129, 131, 133 and 134 of the PPSA.
 - (f) The Buyer waives its right to receive a copy of any verification statement (as that term is defined in the PPSA).
 - (g) The Buyer shall give us prior written notice of any proposed change of your name or address.
- 2.3 Where the Seller has rights in addition to, or existing separately from those in Part 9 of the PPSA, those rights will continue to apply and in particular will not be limited by Section 109 of the PPSA.

3. Privacy

- 3.1 The Buyer agrees that any information provided to the Seller may be used by the Seller at any time for any purpose connected with its business including but not limited to debt collection, credit reporting or assessment and direct marketing. The Buyer authorises the Seller to provide such information to any external agency or any party for credit information and assessment purposes and that agency or party are hereby authorised to use and continue to use such information as part of their business services. Any personal information is held at registered office of Glyn Limited and the Buyer has certain rights of access to its personal information under the Privacy Act 1993 ("the Act")
- 3.2 The Buyer agrees that the Seller may, if it considers relevant for the purpose, obtain from a credit reporting agency or any trade references or other credit references at any time now or in the future credit reports containing credit information about the Buyer:
- (a) to assist assessment of the application for commercial credit;
 - (b) to assist in collection of overdue payments;
 - (c) to assess whether to accept the individuals as guarantors for credit applied for or provided to the business applicant. The individuals agree that if the Seller approves the Buyer's application for credit this Agreement remains in force until the credit facility covered by the Buyer's application ceases.
- 3.3 The Buyer agree that the Seller may, for the purposes of this application and for assessing continuing credit worthiness during the continuance of credit provision, give to or seek from credit providers named in this application and any credit providers that may be named in a credit report issued by a credit reporting agency, information about the Buyer's credit arrangement. The Buyer understands that this information can include information about their credit worthiness, credit standing, credit history or credit capacity that providers are allowed to give or receive from each other under the Act. The Buyer understand that the information may be used to assess any application by them for credit; to notify other credit providers for defaults by them; to exchange information with other credit providers as to the status of the account where they are in default with other credit providers, and to assess their credit worthiness, whether now or in the future.

4. Credit Account

- 4.1 The Buyer acknowledges the Seller reserves the right at all times to determine that a previously approved account is no longer so approved. At such time all monies owing will become due and payable and all products on approval must be returned to the Seller and the Buyer agrees that in the event of a default of payment of its debts that the Seller may disclose all information relating to its account to its collection agency for the purpose of receiving any or all amounts outstanding.
- 4.2 The Buyer acknowledges that if approved this account shall have a monetary limit and the Seller may request payment when the limit is reached or exceeded.
- 4.3 All quotations made by the Seller shall be effective for a period of 30 days from the making thereof and shall not be construed as an offer or obligation to sell or supply in accordance with the quotation. The Buyer reserves the right to accept or reject at its discretion any offer to purchase received by it. Only the written acceptance by the Buyer of the Seller's offer shall constitute a contract.
- 4.4 Placement of an order either orally or in writing based on a quotation shall imply acceptance of the Seller's offer and of these conditions of agreement.
- 4.5 All prices are based on current material, labour, transport and exchange rates, costs, duty and local taxes and are subject to rise and fall as a result the Seller. Such alterations must be in writing and signed by a duly authorised officer and no other employee.

Glyn Limited General Terms and Conditions of Sale

1. Interpretation and Definitions

- 1.1 These terms and conditions govern the sale of products ("Products") and the provision of services ("Services") by Glyn Limited ("Seller").
- 1.2 These terms and conditions ("Conditions") take precedence over Buyer's terms and conditions including any supplemental or conflicting terms and conditions to which notice of objection is hereby given. Acceptance by Buyer is limited to these terms and conditions.
- 1.3 Neither Seller's commencement of performance nor delivery shall be deemed or constituted as acceptance of Buyer's supplemental or conflicting terms and conditions. Buyer's acceptance of delivery of the Products/Services from Seller shall be deemed to constitute acceptance of these Conditions.

"Products" means any products supplied to the Buyer by the Seller including those in supplied on the course of providing Services.

"Services" means the services to be provided by the Seller to the Buyer in accordance with these terms and conditions of trade.

"Order" means a purchase order for products or services placed by a Buyer in response to a Quote and as varied in writing from time to time by the parties.

"Quote" or "Quotation" means a description of the Products or Services to be provided by the Seller, whether in writing or oral, an estimate of the Seller's charges for the supply of the Products or performance of the required Services and an estimate of the time frame for the delivery of the Products or performance of the Services.

- 1.4 Words importing the singular include the plural and vice versa.
- 1.5 Headings are for convenience only and do not form part of, or affect the interpretation of, these Terms.
- 1.6 References to a party include that party's successors, personal representatives, executors, administrators and permitted assigns.
- 1.7 References to a statute include references to:
 - (a) regulations, orders, rules or notices made pursuant to that statute;
 - (b) all amendments to that statute and those regulations, orders, rules or notices, whether by subsequent statute or otherwise; and
 - (c) any statute passed in substitution of that statute.

2. Orders

- 2.1 All orders placed by the Buyer are subject to written acceptance by Seller. Orders may not be cancelled or rescheduled without Seller's prior written consent. The Buyer is responsible for the accuracy of its order and any Buyers specification and for supplying any relevant information (including hardware, software and firmware iterations) within a sufficient timeframe to enable the Seller to perform the contract for delivery of Products/Services. The Seller may in its sole discretion allocate Products to its customers.
- 2.2 The Seller may designate certain Products as "NCNR" (Non-Cancellable, Non-Returnable) or "CS" (Customer Specific) and the sale of such Products shall be subject to the special terms and conditions contained in separate agreement between Buyer and Seller which shall prevail and supersede any inconsistent terms and conditions contained herein or elsewhere.
- 2.3 The Seller reserves the right to make changes to the specifications of any Products/Services supplied which are required to conform with any applicable safety, or statutory requirements or where Products are to be supplied to Products specification which do not materially affect the quality or performance, or resulting from any change in manufacturer's products specification.

3. Prices

- 3.1 The prices of the Products are those specified in the Seller's invoice for the relevant Products. Pricing for undelivered Products may be increased in the event of any increase in Seller's costs, change in market conditions, change in relevant exchange rate or any other causes beyond the Seller's reasonable control. Quotations are valid 30 days from date of issue unless otherwise specifically stated, thereafter the Seller may change any Quotation or price of a Product without notice.
- 3.2 Unless otherwise agreed to in writing by the Seller, all prices quoted are exclusive of transportation and insurance costs, duties, and all taxes including, Goods and Services Tax (GST). The Buyer agrees to pay these charges unless the Seller agrees in writing that the sale is exempted. The Buyer agrees to indemnify and hold the Seller harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. When applicable, transportation and taxes shall appear as separate items on Seller's invoice.

4. Payment

- 4.1 The Seller's standard terms of payment are thirty (30) days from the date of invoice unless otherwise specified in writing by the Seller. The Seller may invoice each order separately and each order shall be considered a separate and individual contract. The Buyer agrees to pay the Seller's invoice in full without any deductions or set-off.
- 4.2 Time for payment of invoices is of the essence. All late payments shall be charged interest compounded on a daily basis from the due date until paid in full. The Seller is entitled to charge interest at the rate of 15 percent (15%) per month plus reimbursement for costs of debt collection (including reasonable legal fees of the Seller) to collect full payment for Products and/or Services supplied.
- 4.3 Transportation charges from the Seller's facility to the Buyer's facility shall be paid by Buyer to Seller, in addition to the purchase price of the Products, unless otherwise agreed to in writing by Seller. The Seller will select the carrier in the absence of specific instructions by the Buyer.
- 4.4 The Seller reserves the right to establish or change credit or payment terms when, in the Seller's sole opinion, the Buyer's financial condition or payment record warrants it. If payment is late the Seller shall not be obliged to continue to supply any Products or Services or to carry out any further work under the contract for delivery of the Products/Services or on any other contract with the Buyer; and if any of the Buyer's obligations to the Seller are not fulfilled or the Buyer fails to pay for Products/Services supplied, the Seller may, without prejudice to other remedies available, cancel, suspend or terminate the contract for the relevant Products/Services.

5. **Delivery, Title and Risk**

- 5.1 Delivery will be deemed complete and risk of loss or damage to the Products will pass to the Buyer upon delivery to the carrier. The Buyer acknowledges that delivery dates provided by the Seller are estimates only. The Seller shall not be liable for delays in delivery or for failure to perform due to events beyond the reasonable control of the Seller, nor shall the carrier be deemed an agent of the Seller.
- 5.2 In the event of any happening beyond the Seller's reasonable control in consequence of which the Seller cannot effect delivery by the time or times quoted in specified in the Order, the Seller shall be entitled to deliver part only of an Order, suspend delivery or extend time for delivery for the period during which such cause of delay operated or may cancel the Order and in the event of such suspension, extension or cancellation the Seller shall not be liable for damages.
- 5.3 The Seller shall retain title to the Products until it has received payment in full for them. Products belonging to the Seller which have not been paid in full shall be stored by the Buyer so that they are identifiable as such. The fact that the Seller retains title to the Products until they have been paid for shall not affect its right as an unpaid Seller or the passing of the risk of the Products to the Buyer pursuant to clause 5.1.
- 5.4 Furthermore if payment is overdue, or the Buyer enters into bankruptcy, liquidation, administration, has a receiver or manager appointed over all or any of its assets or becomes insolvent the Seller shall be entitled without prejudice to any other remedy, cancel this agreement and retake possession of the Products belonging to it and to enter any premises of the Buyer (or the premises of any associated company or agent where the Products are located) without notice for this purpose without liability for trespass or any resulting damage. Until title to the Products passes to the Buyer, the Seller can require the Buyer to return the Products and if Buyer fails to do so, immediately on request, the Seller may enter the Buyer's premises to repossess them. The Buyer shall indemnify the Seller against liability for damage caused in repossessing Products. The Buyer shall not pledge or in any way charge by way of security for any indebtedness any of the Products which remain the Seller's property, but if the Buyer does so, all moneys owing by the Buyer to the Seller shall forthwith become due and payable.

6. **Claims**

- 6.1 The Buyer must inspect all Products supplied upon delivery. The Seller will not be liable for shortages and other errors in delivery unless the Buyer submits a claim in writing to the Seller within seven (7) days of the date of delivery to which the claim relates.
- 6.2 Any discrepancy in shipment quantity must be reported to the Seller within seven (7) days of receipt of the Products. In the event of an over-shipment, the Buyer shall have the option to return the Products to the Seller at the Seller's expense or alternatively, the Buyer may elect to retain the excess Products (subject to adjustment of the invoice price to account for excess items).
- 6.3 Products cannot in any circumstances be returned to the Seller:
- (a) without the prior written consent of an authorised employee of the Seller; and
 - (b) unless accompanied by a delivery document showing the Seller's Return Materials Advice number.
 - (c) unless agreed returns must be in the original packaging and conform with packaging requirements equal or better to the original packaging.
- 6.4 Whilst the Seller will take all reasonable steps to ensure that all Products supplied to the Buyer comply, where possible, with RoHS, Reach, Lead-free or Green requirements, the Seller makes no warranty or promise in this regard and will not be liable to the Buyer on any account whatsoever in the event that the Products do not so comply.

7. **Warranty**

- 7.1 All Products are supplied by the Seller to the Buyer on an "as is" basis without any warranty of any kind. However, the Seller shall assign to the Buyer in so far as it is able to do so the benefit of any condition, warranty or guarantee express or implied in the Seller's contract with its own supplier of the affected goods.
- 7.2 The Consumer Guarantees Act 1993, the Fair Trading Act 1986, and other statutes may impose warranties, conditions or obligations upon the Seller which cannot by law (or which can only to a limited extent by law) be excluded. Other than as expressly provided for in these Terms, the Seller excludes all such imposed warranties, conditions or obligations to the extent permitted by law and exclude any warranty, condition or obligation imposed or implied under common law, equity or otherwise.
- 7.3 Where the Buyer acquire goods and/or services from the Seller for the purposes of a business:
- (a) the parties acknowledge and agree that:
 - (i) the Buyer is acquiring the goods and/or services covered by these Terms for the purposes of a business in terms of sections 2 and 43(2) of the Consumer Guarantees Act 1993;
 - (ii) the goods and/or services are both supplied and acquired in trade for the purposes of the Fair Trading Act 1986 and the parties agree to contract out of sections 9 (Misleading and deceptive conduct generally), 12A (Unsubstantiated representations), and 13 (False or misleading representations); and
 - (b) the Buyer agrees that all warranties, conditions, and other terms implied by the Consumer Guarantees Act 1993 or sections 9, 12A, and 13 of the Fair Trading Act 1986 are excluded from these Terms to the fullest extent permitted by law and the parties further acknowledge and agree that it is fair and reasonable that the parties are bound by this clause.

8. **Limitation of Liability**

- 8.1 Except as expressly otherwise provided by clauses 7.2 or 7.3, the Seller shall not be liable for any loss or damage or liability any kind whatsoever (including consequential loss or lost profit or business) whether suffered or incurred by the Buyer or another person and whether in contract, or tort, or otherwise and whether such loss or damage arises directly or indirectly from Products provided by the Seller to the Buyer.
- 8.2 To the extent that the Seller is liable for any reason for any loss suffered or liability incurred by the Buyer arising from any breach of these Terms or for any other reason, such liability is limited to the amount of the price of the Products concerned. If Products are returned by the Buyer, or if the Buyer makes a claim in writing to the Seller in relation to Products provided, the Seller may, in its discretion, repair or replace the Products, or refund the price of those Products to the Buyer, provided that:
- (a) the Product must be returned or the claim must be made in writing to the Seller within 14 days of delivery; and
 - (b) the Buyer must supply the date and number of any invoice relating to the Products; and
 - (c) the Seller must be given a reasonable opportunity to inspect the Products.

9. **Export Control/Use of Products**

9.1 The Buyer certifies that it will be the recipient of Products to be delivered by the Seller. The Buyer agrees that the Products are subject to the export and/or import control laws and regulations of various countries (and in particular are/maybe subject to the export control regulations of Australia, New Zealand and USA) and agrees that the Products/Services will not be used for purposes associated with any chemical, biological, nuclear weapons or missiles capable of delivering such weapons, or in support of any terrorist activity or any other military use, nor will they be re-sold if it is known or suspected that they are intended to be used for such purposes.

9.2 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Products/Services into the country of destination and for the payment of any duties thereon.

9.3 The Buyer agrees that it will not sell, resell, re-export or ship or otherwise divert, directly or indirectly, any of the Products delivered by the Seller and further agrees to comply strictly with all New Zealand export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. In the ordinary course of the Seller's business, the Seller distributes Products which it purchases from the manufacturer thereof and the Seller makes no alterations whatsoever before sale to the Buyer. In so far as it is practicable the Seller maintains the integrity of and sells the Products in the manufacturer's packaging. The Buyer agrees that in all cases, the Buyer has knowledge of the origin of the Products and all Buyers orders are placed in that knowledge and at the specific request of the Buyer. In selecting and ordering the Products, the Buyer agrees that it is using its own skill and judgment.

9.4 The Buyer agrees that Products sold by the Seller are not designed by the manufacturer for use in life support, life sustaining or nuclear applications or in devices or items intended for surgical implant into the body, or other applications or products for which a product failure may result in personal injury, death, or catastrophic property damage. If the Buyer sells or otherwise uses the Products for such applications, or breaches its obligations relating to export restrictions, use or misuse of the Products in the manner referred to in this clause, the Buyer agrees that it does so completely at its own risk and irrevocably undertakes to indemnify Seller and its suppliers/manufacturers for any damages resulting from such sale or use or misuse, including the Seller's reasonable legal costs and expenses.

10. **Technical Assistance or Advice**

10.1 Any technical assistance or advice offered by the Seller regarding use of any Products/Service or provided in connection with the Buyer's purchases is given free of charge and as an accommodation to the Buyer. The Seller shall not be held liable for the content or the Buyer's use of such technical assistance or advice nor shall any statement made by any of the Seller's representatives in connection with the Products/Services constitute a representation or warranty, express or implied. The Seller's employees or agents are not authorized to make any representations regarding any Products/Services unless confirmed by the Seller in writing and signed by an authorised officer of the Seller. The Buyer acknowledges that it does not rely on any such representations that are not so confirmed. Any typographical or other error or omission in any sales literature, pricing, invoice or quote is subject to correction without any liability on the Seller's part.

11. **Governing Laws**

11.1 These Terms are governed by the laws of New Zealand and (subject to clause 15.1) the parties submit to the exclusive jurisdiction of the Courts of New Zealand in respect of any dispute arising out of or in connection with these Terms.

12. **Force Majeure**

12.1 The Seller shall not be liable for delay or failure to perform its obligations under these Terms if the cause of delay or failure is beyond the Seller's reasonable control. The Seller may, at its option, suspend performance, cancel, terminate or vary the terms of the contract for the relevant Products/Services, without any liability or penalty, by giving notice to the Buyer.

13. **Non-Waiver**

13.1 No course of dealing or failure of either party to strictly enforce any Condition or term, right or condition of the parties' contract shall be construed as a waiver of that term, right or condition nor shall the Seller's acceptance of an Order be deemed as an acceptance of any terms and conditions therein.

14. **Confidentiality**

14.1 The Buyer shall at all times treat as confidential all non-public information and material received from the Seller and shall not publish, release, or disclose the same without the Seller's prior written consent.

15. **Disputes**

15.1 Any claim or dispute arising under these Terms shall be determined by arbitration under the Arbitration Act 1996 if the parties are unable to resolve such dispute themselves within one (1) month of the dispute arising. However, nothing in this clause prevents either party from taking immediate steps to seek any equitable relief before the New Zealand courts.

16. **Entire Agreement**

16.1 These Conditions and the price, quantity and Products detailed in the Seller's invoice for the relevant Products/Services shall constitute the entire agreement between the parties with respect to the supply of such Products/Services; and may not be rescinded or terminated by the Buyer unless provided herein. The provisions of the entire agreement supersede all prior oral and written quotations, agreements, and understandings of the parties with respect to the subject matter thereof. The Seller may amend to these Conditions by giving notice in writing to the Buyer. If any provision of these Conditions is held to be invalid or unenforceable by any court, this shall be treated as severable, and it shall not affect the validity and enforceability of the remaining Conditions, which shall remain in full force and effect. The Buyer shall not assign or transfer any of Buyer's rights or obligations under the contract between the Buyer and the Seller unless otherwise agreed by the Seller in writing. Unless otherwise expressly provided for in these Conditions, these Conditions may only be enforced by the Seller and the Buyer.