



GLOBAL SCIENCE & TECHNOLOGY LTD

GLOBAL SCIENCE & TECHNOLOGY LTD
P O Box 101253, NSMC, North Shore, 0745
241 Bush Road, Albany
Auckland, New Zealand 0632

TRADE ACCOUNT AGREEMENT - APPLICATION FORM

Tel: +64 9 443 5867
Fax: +64 9 444 7314
Email: global@globalscience.co.nz
Website: www.globalscience.co.nz

Particulars of Purchaser (IF LTD COMPANY, PARTNERSHIP OR TRUST)

Organisation Name: \_\_\_\_\_ Incorporation Number: \_\_\_\_\_
Trading name: \_\_\_\_\_
IRD/GST Registration Number: \_\_\_\_\_
Organisation Type: \_\_\_\_\_ Incorporation Name (if different): \_\_\_\_\_
[ ] Ltd Company If "other", specify type: \_\_\_\_\_
[ ] Trust Nature of Business: \_\_\_\_\_
[ ] Partnership
[ ] Other
Delivery Address: \_\_\_\_\_
Postal Address: \_\_\_\_\_
Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_ Mobile: \_\_\_\_\_
e-mail address: \_\_\_\_\_
Accounts Contact: \_\_\_\_\_ Accounts Phone: \_\_\_\_\_
Person acting on behalf of organisation:
Full Name: \_\_\_\_\_
Postal Address: \_\_\_\_\_
Residential Address: \_\_\_\_\_
Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_ Mobile: \_\_\_\_\_
e-mail address: \_\_\_\_\_ Position in Organisation: \_\_\_\_\_

Particulars of Purchaser (IF INDIVIDUAL OR SOLE TRADER) PLEASE PRINT

First Name: \_\_\_\_\_ Middle Name(s): \_\_\_\_\_ Last Name: \_\_\_\_\_
Date of birth: \_\_\_\_\_ Occupation: \_\_\_\_\_ e-mail address: \_\_\_\_\_
Trading name (if applicable): \_\_\_\_\_
Delivery Address: \_\_\_\_\_
Postal Address: \_\_\_\_\_
Residential Address: \_\_\_\_\_
Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_ Mobile: \_\_\_\_\_

I/we wish to trade with Global Science & Technology Ltd by prepaying each order prior to delivery:

Please circle YES / NO (If 'YES' we require a clear copy of photo identification, e.g. Driver's licence, to be supplied)

I/we wish to trade with Global Science & Technology Pty Ltd by using a credit account:

NB: a minimum spend of NZ\$500.00 per month is required for a credit account.

Please circle YES / NO (If 'YES' we require you to complete the Trade Reference section on the following page)

Acceptance – Terms Of Trade

All purchases by you, the purchaser named above from us will be subject to the Terms and Conditions of Trade (the "Terms") attached to this Application Form (which you acknowledge you have read and understood). The Terms provide (amongst other things) for the grant by you to us of a security interest in all Goods (by virtue of the retention of title) purchased from us to secure payment of all amounts owing (in whatever capacity) by you to us.

Authorised Signatory: \_\_\_\_\_ Position: \_\_\_\_\_
Printed name (In Full) of Signatory: \_\_\_\_\_ Date: \_\_\_\_\_

For Internal Use Only | Sales Rep: \_\_\_\_\_ | Account No.: \_\_\_\_\_



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If you require a 30 day Trading Account Please fill in the additional required details below:

Estimated Monthly Purchase: \_\_\_\_\_

Estimated Credit Requirement: \_\_\_\_\_
(If over NZ\$20,000.00, please attach most recent audited profit and loss statement and balance sheet)

Trade References

Trade Reference One:
Name: Address: Phone No:
How long has account been held:: Terms of Payments:
Trade Reference Two:
Name: Address: Phone No:
How long has account been held:: Terms of Payments:
Trade Reference Three:
Name: Address: Phone No:
How long has account been held:: Terms of Payments:

Other requirements:

- 1. Our normal policy is to send invoices with your goods. If you wish invoices to be posted separately please tick this box
2. Do you have a MAF Transitional Facility?
3. Do you have a MAF Permit?
4. Do you have an Approved Handler Certification?
5. Are you exempt from Approved Handler Certification?
6. Do you have an Ethanol Permit?
7. Other Key contacts:

Table with 4 columns: Name, Position, Phone number, email

Table with 3 columns: For Internal Use Only, Signed, Dated



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**TERMS AND CONDITIONS OF SALE**

**1. GENERAL**

These Terms and Conditions shall apply to all goods sold by Global Science & Technology Limited ("Global") to the purchaser of such goods ("the Purchaser") unless varied in writing and signed by a duly authorised representative of Global.

**2. ACCEPTANCE**

Every order received by Global shall constitute an offer subject to acceptance by Global. No order accepted by Global shall be modified or cancelled except with the written consent of Global. Global shall not be bound by any conditions attaching to the buyer's acceptance of a quotation unless such conditions are accepted by Global in writing. If the buyer accepts a quotation by delivery of an order form or document which stipulates or purports to impose conditions, such conditions shall not be applicable to the contract resulting from the quotation without such written acceptance.

**3. PRICE**

- (a) The price shall be as shown on Global's Invoice, Packing Note, and Dispatch Docket or other like document.
- (b) All prices are quoted by Global subject to any variation which may occur between the dates of quotation and delivery or deliveries of goods in international monetary exchange rates, customs' duties, purchase tax, other governmental imposts, freight railrage or insurance rates or suppliers' selling prices.
- (c) All prices are quoted by Global subject to addition of any Sales Tax and/or Goods and Services Tax (including) Goods and Services Tax payable in respect of any installation carried out under paragraph 5) and any other tax imposed by any governmental authority upon the goods quoted or upon the production sale, distribution, delivery or upon any feature thereof if applicable. All such taxes shall be recoverable from the Purchaser and may be added by Global to the price of the goods.
- (d) Unless otherwise agreed by Global in writing prior to sale all freight and dispatch charges shall be borne by the Purchaser.
- (e) Unless otherwise agreed by Global in writing prior to sale the Purchaser shall make payment of the price of the goods to Global on or before the 20<sup>th</sup> day of the month following the date upon which the goods are delivered to the Purchaser.
- (f) If the Purchaser shall default in making any payment to Global on the due date then the Purchaser shall pay to Global interest on the amount overdue. Interest shall be calculated and payable on a monthly basis for every month or part month during which any amount remains unpaid at the rate which shall be 5% above the rate charged to Global by Global's bankers on current overdraft facilities on the first day of the month concerned. The Certificate of Global's bankers as to such rate shall be conclusive for all purposes.
- (g) Global shall apply all payments made to Global by the Purchaser firstly towards any interest which shall become payable by the Purchaser to Global and secondly towards any overdue amount owing by the Purchaser to Global and thirdly towards any current amount owing by the Purchaser to Global.

**4. DELIVERY**

- (a) Any goods quoted by Global as ex-stock are so quoted subject to any prior sale by Global.
- (b) Global shall use its best endeavours to fulfil accepted orders but shall be entitled to cancel any order or orders relating to any item or items if in the opinion of Global it shall be or have become impractical or uneconomic to produce or supply the same.
- (c) Global shall use its best endeavours to make delivery at the time specified in any accepted order but unless otherwise agreed by Global in writing prior to sale will not be responsible for any loss or damage sustained by the Purchasers or any other person by reason of any delay in delivery or any failure to fulfil an order or make delivery howsoever caused.

**5. INSTALLATION**

- (a) If Global or the manufacturer undertakes to install any goods the Purchaser shall at the Purchaser's cost provide all service utilities and/or special handling equipment which may be required. For the purposes of this clause:
  - (1) The term "service utilities" shall include (without limiting the generality thereof) electric power outlets, water outlets, drains and compressed air lines; and
  - (2) The term "special handling equipment" shall include (without limiting the generality thereof) any heavy lifting gear for movement of equipment to and/or at the installation site.
- (b) If Global shall be required to provide any such required service utilities and/or special handling equipment the costs thereof shall be recoverable from the Purchaser in addition to any other monies recoverable by Global from the Purchaser.
- (c) Installation will be made at the time of delivery or as soon as practicable thereafter.
- (d) The goods shall be at the Purchaser's risk from the time of dispatch by Global to the Purchaser notwithstanding that Global may have any responsibility to install the same.
- (e) Unless otherwise agreed in writing by Global, Global's responsibility to install any goods such shall cease if the Purchaser defers the installation.

**6. WARRANTY**

- (a) Global warrants that all goods sold are free from defects in materials and workmanship at the time of dispatch by Global.
- (b) Global shall have no responsibility for any damage that may be caused or may arise from or out of the handling or usage of any goods after the same shall have been dispatched by Global. In particular but without limiting the generality thereof Global shall have no responsibility for breakage or failure of any electronic tubes or components, illumination sources, items wholly or partly of glass, silica or ceramic materials, thermocouples, batteries or electrical elements.
- (c) Global shall have no responsibility for any damage resulting from misuse or abuse of goods or from negligence or malpractice unless of Global or its servants.
- (d) Subject only to the provisions of this clause 6 and the warranty contained in sub-clause (a) hereof and so far as may be permitted by law:



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- (1) All representations or terms not expressly set out in sub-clause (a) hereof are hereby expressly excluded.
- (2) Global shall be under no liability whatsoever to the Purchaser in respect of any representations or terms not expressly set out herein or otherwise set out in writing and signed by a duly authorised representative of Global.
- (3) If the Purchaser shall notwithstanding the provisions of this clause have any claim for damages against Global at law (it being the intention hereof that no such damages may be recovered) the same shall not include damages for indirect or consequential loss of any kind and shall in any event be limited to the purchase price of the goods or the actual loss or damages suffered whichever shall be the lesser.

**7. RISK AND TITLE**

- (a) Unless otherwise agreed in writing and signed by a duly authorised representative of Global all risk in and of and for the goods shall pass to the Purchaser immediately upon dispatch of the goods by Global to the Purchaser.
- (b) Unless otherwise agreed in writing and signed by a duly authorised representative of Global ownership in the goods shall not pass to the Purchaser until the Purchaser has discharged all outstanding indebtedness to Global whatsoever.
- (c) Until payment in full of such indebtedness has been made the Purchaser acknowledges and agrees that:
  - (1) All goods supplied by Global to the Purchaser are to be held by the Purchaser as bailee and trustee for Global and if to be sold by the Purchaser to be so sold as agent for and on behalf of Global subject to a duty to pay to Global for all the proceeds of any such sale;
  - (2) The Purchaser shall if directed by Global store the goods supplied in such a way that it is clear that they are the property of Global;
  - (3) The Purchaser hereby irrevocably authorises and licences Global and its agents and servants without the necessity of giving any notice to enter on and into and upon any premises occupied by the Purchaser to search for and remove any of the goods in which Global has ownership as aforesaid without in any way being liable to the Purchaser or any person or company claiming through the Purchaser. If the goods or any of them are wholly or partially affixed to or incorporated in any other goods Global may where practical disconnect or sever in any way whatsoever as may be necessary to remove the goods.
  - (4) If the Purchaser shall have resold any goods prior to payment in full of the outstanding indebtedness of the Purchaser to Global then the proceeds of such resale shall be the property of Global (but only to the extent necessary to discharge such outstanding indebtedness).
  - (5) This clause is intended to protect Global in the event of default in payment by the Purchaser or the insolvency of the Purchaser.

**8. GOODS RETURN**

- (a) Goods delivered to the Purchaser as a consequence of any misinterpretation of the Purchaser's order may be returned for full replacement provided the same are in good condition and the error is reported to Global within 7 (seven) days of receipt of the goods.
- (b) Goods delivered to the Purchaser as a consequence of error in the Purchaser's order may be returned provided the error is reported to Global within 7 days of receipt of the goods and further provided the goods are in good condition and are of Global's standard stock classification in all respects as determined by Global's authorised representative. Global shall be entitled to charge a reasonable restocking fee.
- (c) The Purchaser shall not return any consignment of goods for complaint without first submitting to Global a sample thereof and extending to Global a reasonable opportunity to evaluate such complaint.
- (d) Global shall not be obliged to accept return of any goods unless:
  - (1) Within 7 days of the receipt of goods by the Purchaser Global receives at its Auckland office a written request detailing the goods which the Purchaser seeks to return to Global and the reason why the Purchaser seeks to return those goods and detailing Global's Invoice/Packing Slip number relating to the goods in question; and
  - (2) Global approves the request in writing; and
  - (3) A copy of Global's written approval is attached to the goods when returned.
- (e) Under no circumstances shall Global be responsible for the cost of any cartage that has not been expressly authorised in writing by Global.

**9. PERSONAL PROPERTIES SECURITIES ACT 1999 ("PPSA")**

The Purchaser consents to Global registering a financing statement under the PPSA in respect of the Goods supplied (for which express purpose credit has been extended) in accordance with clause 7 of these terms and conditions to create a purchase money security interest ("PMSI") (as that term is defined in the PPSA). The Purchaser agrees to the debiting of its accounts with Global with the cost of registration of the PMSI and all other costs associated with perfection and enforcement of the PMSI (including Global's full solicitor's costs). So far as permitted by s107 of a PPSA, the purchaser will have no rights under s114, s120 and s133 of the PPSA including the right to receive any notices. The Purchaser waives its rights to receive a verification statement in respect of any financing statement or financing change statement registered by Global. The Purchaser agrees to Global exercising its rights under s109 and s120 concurrently and to Global retaining any repossessed Goods immediately so that Global's rights under s123 of the PPSA shall become effective immediately upon repossession. The Purchaser agrees that repossession and retention of the Goods under s120-123 will only satisfy so much of the Purchaser's debt to Global at the date of repossession and the repossession and retention will immediately extinguish any rights and/or interest the Purchaser has in the Goods. The Purchaser will indemnify Global for any claims brought by a third party against Global as a result of Global's repossession and retention of the Goods. The Purchaser acknowledges that Global may allocate any monies it receives from the Purchaser towards debts, charges and expenses in any priority it determines to maintain the PMSI in the Goods.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_