

Purchaser/Company:	
Trading as:	
Postal address:	
Physical address:	
Telephone:	Fax:
General Manager:	Email:
Primary Contact:	Email:
Accounts Manager:	Email:

Main business activity (please tick one)

<input type="checkbox"/> Automotive systems	<input type="checkbox"/> Consultant	<input type="checkbox"/> Distributor
<input type="checkbox"/> Emergency lighting/services	<input type="checkbox"/> Fire, security, building management	<input type="checkbox"/> Infrastructure
<input type="checkbox"/> IT & telecommunications	<input type="checkbox"/> Marine	<input type="checkbox"/> Medical
<input type="checkbox"/> Medical	<input type="checkbox"/> Military & aerospace	<input type="checkbox"/> Mining, oil & gas
<input type="checkbox"/> Power & renewable energy	<input type="checkbox"/> Railway	<input type="checkbox"/> Switchboards & automation control
<input type="checkbox"/> Electrical wholesaler		

Our preferred method of payment:

Telegraphic transfer to: Swift Code: **BKNZ NZ22** Account Num: **625204-0001**  
BNZ New Zealand Ltd

Terms and Conditions

- I/we hereby apply for opening of cash on delivery account form. I/We warrant that the information supplied by me/ us is true and correct in all respects.
- I/We understand that all the trading terms are strictly cash on delivery and the payment is due to pickup or dispatch of goods.

Note: In some situations for custom designs we may ask you to provide full payment before initiating the project

Signed:

Date: / /

Note: Please be sure to sign our terms and conditions at the bottom of page 3

Print Name:

FOR OFFICE USE ONLY:

Date Account Opened: .....  
Opened By: .....  
Credit Limit: .....

IN CONSIDERATION OF YOUR ALLOWING ME/US TO PURCHASE GOODS I/WE HEREBY ACKNOWLEDGE AND AGREE TO THE FOLLOWING TERMS & CONDITIONS:

## DEFINITION

The term "the Company" refers to Helios Power Solutions Ltd and its associates and assigned. The term "the Purchaser" refers to the person, firm, company or entity with whom the Company enters into a contract to sell to.

## 1. PAYMENT

- 1.1 I/We agree to adhere to strictly paying all amounts due without deduction on the 20<sup>th</sup> of the month following date of delivery. No payment shall be withheld, reduced or deferred on account of any claim, counterclaim, set off or otherwise.
- 1.2 I/We acknowledge that failure to pay any account by due date shall be a breach of your trading terms and the Company may in respect of such account without prejudice to any other rights or remedies it may have charge penalty interest thereon (being 2% over the rate charged by the Company's bank on its current account overdraft facilities) from time to time until receipt of payment in full. Interest will be charged from the date on which payment was due and shall continue to accrue after (as well as before) judgement and after termination of this contract.
- 1.3 I/We shall pay or reimburse all costs and/or expenses incurred by the Company to recover any overdue amount.

## 2. COSTS

- 2.1 In the event the Company is forced to seek payment of unpaid amounts through taking legal proceedings against the Purchaser, all costs associated therewith shall be borne by the Purchaser including the Company's solicitor's costs (as between solicitor and Company).

## 3. OWNERSHIP

- 3.1 The risk in the goods supplied by the Company to the Purchaser shall pass to the Purchaser when such goods are delivered to the Purchaser or into the custody on the Purchaser's behalf but the ownership in such goods shall not pass to the Purchaser until the Purchaser has discharged all outstanding indebtedness to the Company whatsoever. In the regard the Purchaser acknowledges and agrees that until such payment is made:
  - (a) All goods supplied and not incorporated in a manufacturing process by or on behalf of the Purchaser shall be held by the Purchaser in a fiduciary capacity as bailee to be sold by it as agent for and on behalf of the Company.
  - (b) Where goods supplied are incorporated in a manufacturing process by or on behalf of the Purchaser thereby becoming constituent parts of any manufacturing item (whether identifiable or not) the property in such items shall be the Company's notwithstanding the incorporation of other constituent parts in the manufacturing process and the items shall be held by the Purchaser in a fiduciary capacity as bailee to be sold by it as agent for and behalf of the Company.
  - (c) If required by the Company to do so, the Purchaser shall store the goods supplied or the manufactured item as the case may be in such a way that it is clear they are the property of the Company.
  - (d) The Purchaser hereby irrevocably gives the Company, its agents and servants, leave and licence, without the necessity of giving any notice, to enter onto and into any premises occupied by the Purchaser and to remove any of the goods supplied or manufactured items of which they are constituents without in any way being liable to the Purchaser or any third party. And if the goods supplied are wholly or partially attached to or incorporated with any other items, the Company may where practical unscrew, disconnect, sever or otherwise do what is necessary to remove the goods supplied.
  - (e) If the goods supplied or any manufactured items as the case may be are sold by the Purchaser prior to payment being made in full as aforesaid, the proceeds of such sale shall be the property of the Company and be held for its account.
  - (f) These provisions are designed to protect the Company in the event of the insolvency and/or non payment of the Purchaser.
  - (g) Nothing in this clause shall be construed as permitting the Purchaser to return the goods or any part of them because they are surplus to requirements or for whatsoever other reason.
  - (h) Special orders, including product built to order are not refundable.

## 4. DELIVERY

- 4.1 Any delivery or completion date or times are estimates only and we shall not be held liable for any consequence whatsoever for any delay to such times. Where applicable delivery will be made in accordance with a written delivery schedule mutually agreed with you at the time of placing the order. Unless amendments to the delivery schedule are given by you in sufficient time to alter the production programme and such amendments have been agreed by us in writing, we reserve the right to continue to deliver according to schedule. If you are unable to accept deliveries on site we further reserve the right to deliver to your store. In such event, delivery to store will be deemed delivery on site and payment will be due accordingly.
- 4.2 All charges relating to storage, insurance and subsequent delivery to the site will be directly to your account. Where prices have been quoted "FIS", delivery is to ground floor level. In the event of any happening in consequence of which we cannot effect delivery by the agreed time, we shall be entitled to suspend delivery or extend the delivery time of the goods for the period during which such cause of delay operates and, in the event of such suspension or extension, we shall not be liable for any damages whatsoever.
- 4.3 We reserve the right to refuse to deliver any goods under this contract if you have any monies outstanding beyond the date due for payment on any account with us.

## 5. RETURNS

- 5.1 I/We agree goods may only be returned to the Company on the following basis:
  - (a) An RMA number has been obtained prior to return of goods
  - (b) A return charge calculated at 10 - 20% of the value of the goods may be charged. This is to cover administration and other re-stocking expenses.
  - (c) All freight charges are paid by the purchaser.
  - (d) That claims for credits are made within 7 days of invoicing.
- 5.2 Any indent orders placed on behalf of, or for the Purchaser may not be cancelled or returned for credit.

6. WARRANTY

- 6.1 (a) Except as provided by the company in writing and except as required by statute, the seller provides no warranty and makes no representations in relation to the goods.
- (b) The seller's liability for defective goods under the preceding paragraph shall be strictly limited to claims made in writing to the Company within 10 working days of the date of despatch of the goods and to the cost of repairing or (at the option of the Company) replacing goods which the Company accepts are defective and which are in the same condition as they were in at the time they were despatched. The Company shall not be liable for any claim in respect of further work done on the goods, transport costs, loss of profit, consequential loss on any claim suffered through resale or any other claim, loss, damage or expense incurred or suffered by the Purchaser relating (whether directly or indirectly) to any such defects of or in relation to the sale, existence or use of the goods.
- (c) Any warranty statement will be considered null and void if goods have been modified without prior written consent from the Company, and/or subjected to conditions outside of their normal operating parameters.
- (d) To the extent permitted by law, it is declared that no statement or recommendation made or advice or assistance given by the Company or its servants in connection with the goods shall constitute a warranty by the Company or a term or condition of sale or a waiver of any of these provisions. The Company shall not be liable for any loss which may be suffered by a buyer who relies on the accuracy of such statements, recommendations, advice or assistance.
- (e) For the purpose of Section 4.3(2) of the Consumer Guarantees Act 1993, the Purchaser represents to the Company that all goods or services acquired from the Company by the Purchaser are acquired for the purpose of a business.

6.2 (a) Our liability does not extend to the breakdown or otherwise and the consequences thereof of equipment which has been specified or requested by the Purchaser (or his agent) should that equipment prove to be faulty or incorrectly specified.

(b) The Company warrants that the components have been fitted according to the original manufacturers instructions and their warranty and terms shall apply accordingly.

7. ALTERATIONS AND ADDITIONS TO ORDERS

7.1 Alterations or additions to or cancellation of existing orders will be accepted only at the sole discretion of the Company and then only subject to such conditions as the Company may impose.

8. DELAY

8.1 If the manufacture, supply or delivery of the goods is delayed by reason of or as a result of any act, omission, default or request by or on behalf of the Purchaser, the Company may, without prejudice to its other rights and remedies, require payment by the Purchaser of such portion of the contract price as represents the extent to which the Company has performed the contract out work required by the contract up to the date such payment is required, together with any expenses or additional costs incurred by the Company as a result of such delay. In the event of such delay continuing beyond a reasonable time, the Company may, without prejudice to its other remedies, cancel the contract.

9. PATENTS AND COPYRIGHT

9.1 (a) Copyright in all drawings, information from data storage systems, specifications and other technical information provided by the Company in connection with the contract is vested in the Company.

(b) Where goods are to be supplied to the Purchaser's design, the Purchaser hereby warrants that the manufacture and supply of such goods by the Company will not infringe any patent, copyright, registered design or other rights. The Purchaser agrees to indemnify the Company against liability incurred by the Company including any costs and expenses in the event of any claim being made that the manufacturer or supply of such goods by the Company infringes any patent, copyright, registered design or other rights.

10. CREDIT LIMIT

10.1 It is agreed the Company may impose a credit limit which may be reviewed by the Company from time to time in its sole discretion. The limit may be increased or reduced without the need for notice to the purchaser.

11. TERMINATION

11.1 The Company may at any time in its sole discretion without notice terminate the credit account. Upon termination all amounts shall become due and payable.

12. WAIVER / FORBEARANCE

12.1 All the Company's remedies, rights and powers shall remain in full force notwithstanding any neglect, forbearance or delay in the enforcement thereof.

12.2 The Company shall not be deemed to have waived any condition unless such waiver is in writing and signed by a director of the Company. Any such waiver shall apply to and operate only in the particular transaction in respect of which it was given.

13. APPLICABLE LAW

13.1 These items and conditions of sale shall be governed by the Law of New Zealand.

SIGNED this..... day of..... 20.....

for and on behalf of the Purchaser:

AUTHORISED SIGNATURE:

.....

PRINT FULL NAME:

FOR OFFICE USE ONLY:

Date Account Opened: .....

Opened By: .....

Credit Limit: .....