

Trade account application

Complete pages 1-2. Read all attached terms and conditions before signing.

01 Business details

Legal company / applicant name

Trading name

NZBN / company number

Nature of business

Year established

Company status (public, private, partnership, sole trader or other)

Registered office address

Postal address

Delivery address

02 Contacts & banking

Business telephone

Fax (if applicable)

Accounts payable contact

Accounts payable telephone

Email for invoices & statements

Bank

Branch

Application & acceptance

Use an authorised signatory. Keep a copy of this application and the attached terms.

03 Directors / proprietors & credit references

Directors / proprietors names

Trade reference 1 - company

Telephone

Trade reference 2 - company

Telephone

Trade reference 3 - company

Telephone

04 Declaration & authority

I/We confirm that the information supplied is accurate and complete and that the signatory is authorised to apply for a trade account on behalf of the applicant. I/We authorise TecSmarts Ltd to make credit enquiries relevant to this application and account administration, and authorise the listed referees and credit-reporting agencies to provide relevant information, subject to applicable privacy law.

TecSmarts Ltd will use application information to assess creditworthiness and administer the account in accordance with the Privacy Act 2020 and applicable credit-reporting rules. Relevant information may be shared with authorised staff, listed referees and credit-reporting agencies for these purposes, or as permitted by law. Providing information is voluntary; insufficient information may prevent assessment. Individuals may request access to, or correction of, their personal information through TecSmarts Ltd.

I/We apply for a credit account and agree to all terms and conditions attached to this application, including payment by the 20th of the month following the invoice, retention of title in goods until payment, reasonable debt-recovery costs, and **12% per annum simple interest on overdue invoice balances, calculated daily without compounding**. This company-authority signature is not a personal guarantee.

Full name

Position

Signature (sign after completing)

Date

05 TecSmarts use only

Account number

Approved credit limit

Approved by

Terms & conditions

Terms and conditions of trade | Credit accounts, payment and supply

1. Account application & authority

Credit is subject to TecSmarts Ltd accepting the application and confirming any credit limit or agreed variations. The applicant is the Customer. Approval of a company application does not make a director, employee or other signatory a personal guarantor.

2. Payment & retention of title

Unless otherwise agreed in writing, payment is due by the 20th of the month following the invoice date. Credit card payments are available through our website. Ownership of goods supplied remains with TecSmarts Ltd until full payment for those goods has been received. The PPSA provisions in these terms and conditions also apply. This retention-of-title clause concerns goods; it does not purport to create ownership of services.

3. Overdue accounts - 12% annual interest

If an invoiced amount is not paid by its due date, TecSmarts Ltd may charge **simple interest at 12% per annum** on the unpaid overdue invoice balance. Interest accrues daily from the day after the due date until the date payment is received, both days inclusive, using a 365-day year. Interest is calculated only on the outstanding invoice principal and **is not compounded**; no interest is charged on interest, collection costs or other default charges. Partial payments reduce the principal on which subsequent interest is calculated. TecSmarts Ltd will identify interest separately on an invoice or statement. This clause applies prospectively to invoices governed by terms accepted by the Customer and does not retrospectively impose interest on invoices issued under earlier terms.

Calculation: $\text{overdue invoice principal} \times 0.12 \times \text{overdue days} / 365$. For example, \$1,000 unpaid for 30 days incurs \$9.86 interest. If an invoice amount is genuinely disputed and notified promptly in writing, the parties will seek to resolve the dispute; undisputed amounts remain payable when due.

4. Recovery costs

If recovery action is reasonably required because the Customer has not paid an amount due, the Customer must reimburse TecSmarts Ltd for reasonable, actual and properly incurred debt-collection and legal recovery costs, to the extent permitted by law. Recovery costs will be identified separately; there is no automatic fixed penalty or duplicate recovery of the same cost.

5. Statutory rights & agreed variations

Nothing in this application or these terms and conditions excludes rights or remedies that cannot lawfully be excluded. Clauses 1-5 prevail over inconsistent wording elsewhere in these terms only concerning the matters expressly addressed in those clauses. Any other agreed variation must be recorded in writing and accepted by both parties.

Terms & conditions

Terms and conditions of trade - continued

Terms and Conditions of Trade and Account Applications

Complete this account application and return it to sales@tecsmarts.co.nz.

Currency & Prices

ALL OUR PRICES ARE IN New Zealand Dollars: and exclude Goods and Services Tax (GST) 15.0% in New Zealand. International Customers: GST will not be added on overseas shipped goods. Should goods be delivered from within your country or direct door-to-door from our New Zealand offices, then any local sales tax, duty, carriage etc. of the country of receipt is the responsibility of the purchaser.

All quotes and prices offered are only valid for 30 days from the date of the quotation or correspondence given.

Easy Ordering Options

BY EMAIL

Our preferred ordering option is via Email which give us complete traceability of incoming orders. Call us for our email address or us

BY PHONE

Open hours are from

8:00 a.m. to 5:00 p.m. Monday to Thursday

8:00 a.m. to 4:30 p.m. Friday, New Zealand time.

Free Phone 0800 883328 NZ only OR 64-9-574 5525 from overseas.

ON LINE

You can send your order on-line any time of the day or night using site. Simply using your login complete the order form, making sure you've completed all the necessary details and submit it on line. We will then email you banking details and a confirmed amount including any freight that may be chargeable. Once we receive the funds the goods will be despatched or you will be advised that they are on back order at the time of placing the order. Indent items - refer to Indent Items paragraph.

ACCOUNT CUSTOMER

Please login using your assigned account and associated password. Confirm your pricing on required products and place your order. We will send them to the delivery address of choice and invoice them to your standard billing address.

ONLINE NOTES:

CASH CUSTOMER

Cash is payable before the despatch of goods. Account details are supplied by mail as and when required.

ORDERS

It is preferred that all orders placed be in writing or emailed with the order number, delivery address, contact name, telephone number, and email address.

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Payment Terms

Accounts are payable by the 20th of the Month following the Invoice. Bank Account details are at the bottom of every invoice. Non-Account Customer Payments by direct debit or by cheque are accepted, and you may order by e-mail, mail, fax, or phone. Separate Terms and Conditions of Sale may apply as per documents held by Account Customers if special arrangements have been negotiated. TecSmarts reserves the right to cancel such documents by giving one month's notice.

Projects:

Account holders with Projects of value equal to or greater than \$5,000.00 and less than \$10,000.00 require a 30% deposit of the project value.

Account holders with Projects of value equal to or greater than \$10,000.00 require a 50% deposit of the project value. Where a 50% project deposit applies, the remaining 50% of the project value must be paid by the 20th of the month following payment of the initial deposit. Goods will not be released until the remaining balance has been paid in full.

As of 2020 New Account Holders:

A deposit of 50% is required for project value of over \$5,000 with all new accounts. The remaining 50% must be paid by the 20th of the month following payment of the initial deposit. Goods will not be released until the remaining balance has been paid in full. To be reviewed by TecSmarts Ltd after 6 months of the account trading.

Overseas orders must be prepaid by Telex Transfer (TT) or Bank Draft in New Zealand Dollars.

Credit card payments are available through our website.

PPSA

The Customer acknowledges that these Terms of Sale give rise to a security interest in all present and after acquired Goods supplied by TecSmarts Limited to the Customer to secure the Customer's performance of its obligations under these Terms of Sale.

The Customer undertakes to:

- (a) promptly do all things, execute all documents and provide any information which TecSmarts Limited may reasonably require to enable it to perfect and maintain the perfection of its security interest (including by registration of a financing statement);
- (b) give TecSmarts Limited not less than 7 days prior written notice of any proposed change in its name or any other change of its details; and
- (c) immediately on request by TecSmarts Limited (and at the Customer's expense) obtain from any third party such agreements and waivers of any security interest that third party has in respect of the Goods, to ensure that at all times TecSmarts Limited has a first priority security interest in the Goods.

The Customer waives its rights to receive a copy of any verification statements under the PPSA and agrees that as between TecSmarts Limited and the Customer:

- (a) the Customer will have no rights under (or by reference to) sections 114(1)(a), 116, 120(2), 121, 125, 129, 131, 133 and 134 of the PPSA; and

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(b) where TecSmarts Limited has rights in addition to those in Part 9 of the PPSA, those rights will continue to apply.

Ordering Goods on Indent

When ordering goods on indent:

Account holders with Indent value equal to or greater than \$1,000.00 and less than \$10,000.00 require a 50% deposit of the project value.

Account holders with Indent value equal to or greater than \$10,000.00 require a 100% deposit of the project value.

Non Account Holders we require 100% Deposit.

The above policies are due to the fact that once we have set the order in course for production we are unable to cancel the order and in fact we pay the supplier in advance prior to production or supply. We have then made a commitment on our supplier and unable to cancel. Due to this we require an order commitment from the purchaser in return. Please enquire as to if this applies to your purchase. This also applies to orders that would exceed our current stock holding of that line item and larger project orders.

NOTE: Some items that are on indent Minimum Order Quantities may apply and we will advise this to you ASAP.

Project & Project Hardware Orders

On all project work minimum of 50% deposit applies to account holders and 50% for non-account holders. This must be paid prior to commencement of the supply of any goods or services relating to that project. This is to ensure continuity and that hardware etc. can be pre-ordered if required. It also assists in the project management cost during the initial phases of the project.

Project Registration

We provide project registration which has certain requirements to enable us, in some instances, to get a possible discount from the manufacturer. It is also used for the protection for you the installer / integrator. To ensure the project is registered for your protection please complete by downloading the form from the link below and return completed. This we will forward on to the appropriate manufacturer to enable us to apply for a discount. In all instances the information supplied to us and on to the manufacturer is kept confidential and not provided to any other third party. Should another party attempt to register the project that third party will be advised that the project is already registered. The project registration is valid for 9 month upon being approved. At anytime the project can be re-registered with change of appropriate information and will be registered again for a further 9 months.

We may use your email address to send you a Newsletter on a regular basis to keep you up to date with TecSmarts news and events. You can opt out of this newsletter at anytime you wish simply by unsubscribing at the bottom of the Newsletter.

Delivery / Courier Charges

Your order will be processed upon receipt where possible.

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New Zealand Customers: Due to current freight cost we are no longer able to offer freight free and all freight despatches will be on charged. If the goods are in stock at the time of purchase, the goods will be despatched the same day if goods are received prior to 9:00am as courier pick up is 11:00am (we are unfortunately on the early run and currently only doing one pick up a day). All of our deliveries are made either by New Zealand Courier or by Truck Transport to the Street address you specify.

Freight costs are calculated on location, size and wieght from our stores in Auckland.

International Customers: Freight will depend on the volumetric weight of the product and the country of destination. We will e-mail you with the final order price before you make payment via direct debit in to our account. DHL or DHL Express are used for this service unless otherwised specified.

Freight Charges: Due to curent freight costs all goods despatched will be charged frieght. All freight will be at cost plus a handling fee.

Estimated Courier Charges

Please request a freight cost to you destination.

Courier Bags

Ticket Type	Price Each excl GST
E20	\$15.00
E40	\$17.00
E50	\$20.00
E60	\$25.00
Saturday Delivery Add	\$13.00
Residential Delivery Add	\$8.50

Packages

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Ticket Type	Price Each excl GST	Amount of tickets to be used
Local Delivery	\$15.00	1 ticket per 0.1m3 or 25kg
Outer Area	\$17.00	1 ticket per 0.025m3 or 15kg
Shorthaul	\$20.00	1 ticket per 0.025m3 or 15kg
Longhaul	\$25.00	1 ticket per 0.025m3 or 5kg
Inter-Island 2 Day	\$25.00	1 ticket per 0.025m3 or 5kg
Inter-Island Overnight	\$50.00	1 ticket per 0.025m3 or 5kg
Rural Delivery	\$13.00	1 ticket per 0.075m3 or 15kg
Saturday Delivery Add	\$13.00	1 ticket per item
Residential Delivery Add	\$8.50	1 ticket per item

Rural Charges can be advised on request...

Large Transport Items can be advised upon request covering most areas.

Online Orders

We endeavour to keep our on-line site as up to date as possible, however we sometimes cannot accurately forecast customer demand. Should you order a product that we cannot supply, you will be notified as soon as possible. With regards to payment,

- We accept credit card payments through our website.
- Indent and Project item invoices are processed for any products on backorder before they are dispatched to you.
- For security reasons, any cheques are banked on receipt.
- Your payment will be refunded should you cancel your backorder for standard stock.
- If orders are specifically on indent or project for you the order cannot be cancelled.
- We will advise if parts are on Indent

International Customers: If your order contains an item that is out of stock, we will contact you for instructions on whether you wish your order to be despatched as is or whether you wish to wait for the back ordered product.

Guarantee

Every product in our on-line site is covered by a 30-day right-of-return from the date of the packing slip. If, for any reason you are not completely satisfied with your purchase, just return the goods to us in their original packaging and condition. We will be happy to replace it, exchange it, or refund your money less the 15% restocking fee.

Please note: this does not apply to project items nor indented items. For such items we are only able to offer the manufacturer's warranty.

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Personalised Products:

Because personalised or indented products have been customised or purchased to suit your requirements, we are unable to accept returns.

Product Warranty

All of our products are covered by a standard factory return to base warranty. The warranty does not cover misuse and abuse or any damage caused by mother nature. We provide guidelines if and when required to assist installers in helping to avoid problems caused by mother nature. If we do not have a specific guideline available for the application we would be only to happy to assist you by phone and possibly convert the outcome in to a new guideline.

Any guidelines given make us in no way liable for any damage that may be incurred from outside influences that are beyond our control, including mother nature.

Any Warranty only covers the cost of the faulty hardware supplied by us to be replaced and does not cover any labour or associated cost.

Where warranty is stated by the manufacturer we offer a return to base warranty as describe above.

Where no warranty is stated by the manufacturer we offer a 1 year return to base warranty as describe above. Second hand or ex demo equipment is not covered by warranty, however, a warranty period can be negotiated per sale.

Return to base is considered as the manufacturers repair destination. Therefore all freight and customs charges incurred are chargeable and freight is not covered by the warranty. To minimise this possibility we do our best to service product locally where possible.

IP Ratings of Products

Some manufacturers have their product tested to certain world wide standards. Those products that have standards such as dust and water ratings have been tested to meet that requirement. Should the conditions of installation exceed that rating then it is the responsibility of the installer to ensure that everything is done to eleviate any issues that may arise such as the use of weather shields, Protective housings etc. Goods are not covered by warranty should they be damaged by conditions exceeding the rating.

For example:.....

Most weather conditions in New Zealand exceed IP54 and weather wise that simply covers of light showers. Hence installations out in open areas require additional protection.

Those manufacturers that have no rating do not have any warranty for weather conditions and it is solely up to the installer to ensure every step possible is taken to avavoid local conditions damaging the product.

Manufacturers Ratings Claims - what are they?

- IP Ratings Water Resistant Ratings
- IK Vandal Resistant ratings

Caution: When installing any product in areas outside of its ratings.

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- ESD and Electrical Charges - Products do not have any format ESD or Power Surge ratings.
 - Corrosive liquids or substances - Products do not have any formal rating for corrosive liquids or substances This includes the likes of saltwater and petroleum products.
- Manufacturers are unable to offer a warranty of any products installed outside of the above guidelines.

Returns

All of our items are physically checked before despatch and leave our warehouse in good condition. If you receive your goods and they are damaged, the purchaser needs to contact us immediately upon receipt. We will arrange for your goods to be repaired or replaced. All return goods must be shipped back to us at your cost. We will not accept product shipped back to us as C.O.D.

Personalised, project, or indented products are non-returnable.

All agreed goods returned with an approved GR# are subject to a 15.0% restocking fee unless otherwise advised.

The return period is defined as being within 30 days of date on the packing slip of the specific goods in question.

Upon a return being accepted by us the goods in question must be returned within 14 days of our acceptance.

Please call us to get an RMA or GR# number for your return. When returned we require the following details where applicable.

- Serial Number
- MAC Address
- IP Address setting
- Login password
- Removed from the associated Cloud service.

Otherwise we are unable to work on them to sort out any issues that may be present.

Returns to:

TecSmarts Limited
138D Harris Road
East Tamaki
Auckland 2013

Privacy

TecSmarts Limited and it's staff do not disclose any private or contractual information and data that may be available to us, to any individual or company.

When required we may collect personal and Company information from you, including information such as:

- Name
- Position

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- Company Name
- Trading Name
- Contact information
- Location
- Your project or service requirements and possible associated network
- Any interactions with us with regards to any services or project
- Billing or purchase information
- We collect your project information in order to better understand and support your Company and end user needs. Enabling us to offer a solution.
- Besides our authorised staff, and with your permission, we share this information with one or more of our suppliers in order to ensure that we have correct support, pricing and to a full understanding of the system being offered on both ours and our supplier's behalf.
- Providing this information is optional. If you choose not to supply sufficient details then, we may not be in a position to provide a suitable solution that meets the needs of the task.

Any information provided to us will not be disclosed to others and we only allow necessary authorised staff access to it.

If you wish for us to update, remove or correct your Company details and contacts information. You must have the authorisation to do so and forward us a request. You can contact us via our "Contacts Us" page or at 095743326.