



ACCOUNT APPLICATION

COMPANY DETAILS			
COMPANY NAME:		PHONE CONTACT NUMBERS:	
TRADING NAME:		Business:	
POSTAL ADDRESS:		Packhouse:	
		A/hrs:	
		Mobile:	
DELIVERY ADDRESS:		Fax No:	
		Accounts:	
NATURE OF BUSINESS:		YEARS ESTABLISHED:	
TYPE OF ORGANISATION: Sole Trader Partnership Private Company Public Company			
Company Number:			
DETAILS OF PROPRIETORS/PARTNERS/DIRECTORS AND SENIOR MANAGEMENT			
NAME	ADDRESS	TITLE/POSITION	
DETAILS OF KEY PERSONNEL			
NAME:	EMAIL	PHONE NO.	TITLE/POSITION.
MANAGEMENT:			
ACCOUNTS:			
PACKHOUSE MGR:			
MACHINE OPERATOR:			
ENGINEER:			
CREDIT INFORMATION AND OTHER PARTICULARS			
BANK:			
BRANCH:		A/C NO:	
ACCOUNTANT:			
CONTACT:		PH NO:	
TRADE REFERENCES			
COMPANY NAME	CONTACT	PHONE NO	

DECLARATION: On behalf of the Customer, I/we agree to Compac's Terms of Trade attached to this Credit Application, have the authority and capacity to bind the Customer, certify that the information detailed on this Account Application is true and correct and that nothing has been withheld that Compac should be aware of and that could impact Compac's decision to grant the Customer credit. I/we undertake to promptly notify Compac in writing of any change to the information supplied above.

Authorised Signatory: _____

Name: _____

Date Signed: _____

Compac Sorting Equipment Limited

4 Henderson Place,
PO Box 13 516
Onehunga, Auckland 1061
New Zealand

+64 9 634 0088
accounts@compacsort.com
www.compacsort.com

compac

TERMS OF TRADE

1. Application.

The Customer detailed in the attached Account Application ("Purchaser") agrees that these Terms of Trade, including Exhibit A, ("Terms") will apply to all goods and services supplied by Compac Sorting Equipment Limited or any of its subsidiaries ("Compac") to the Purchaser, unless such supply of goods and services is the subject of a separate sales agreement or other agreement between Compac and the Purchaser.

If there is a conflict between these Terms and any other terms and conditions of the Purchaser (or included as part of any Purchaser documentation), these Terms will prevail.

For the purposes of Exhibit A, "Supplier" means Compac and "Equipment" means the goods supplied by Compac to the Purchaser.

2. Orders.

The Purchaser will place orders for goods and/or services which comply with the ordering process specified by Compac from time to time ("Order").

Compac may accept the Order or decline to accept the Order in whole or in part, in its sole discretion.

3. Price and Payment.

The price for goods and/or services supplied to the Purchaser will be Compac's retail price, as defined at the time of the Order being accepted, less any discounting agreed in writing by Compac prior to acceptance of the Order ("Price").

Compac may change its retail prices at its sole discretion. The new retail prices will apply to any Order placed after the date the retail prices are amended.

Compac will invoice the Purchaser for the price payable for the Order ("Invoiced Amount"). Compac may deliver invoices by email or post. The Purchaser will pay the Invoiced Amount in full and without deduction or set off, by the 20th calendar day of the month following the date of the invoice ("Due Date"), unless otherwise agreed in writing by Compac. Purchaser shall effect payment by direct transfer to Compac's bank (or any other method approved by Compac). Purchaser will be liable to pay any transfer fees.

Unless expressly stated in writing, the Price excludes goods and services tax and any other relevant taxes and duties, including federal, state, or local excise, sales, VAT, or use taxes (if any) which will be a separate item on the invoice (if applicable) and payable by the Purchaser in addition to the Price.

If the Purchaser fails to pay any amount owing to Compac in full on or before the Due Date, Compac may, without prejudice to any other right or remedy Compac may have:

- (i) charge the Purchaser (who will pay Compac on demand) default interest at 2% per month on the overdue amount, calculated daily from the Due Date until the date on which payment of the overdue amount is made in full;
- (ii) charge the Purchaser (who will pay Compac on demand) all costs (including all legal costs on a solicitor-client basis and all collection costs) incurred by Compac in the collection of such overdue amounts;
- (iii) refuse to deliver any Order, cancel or suspend any Order, place any overdue account on hold or stop providing credit facilities to the Purchaser and any related entity of the Purchaser.

If Purchaser disputes an invoice, it shall file a claim for credit with Compac. Purchaser shall provide Compac with all relevant information to enable Compac to evaluate such claim. Upon receipt of such information, Compac shall promptly evaluate such claim (including in accordance with its internal policies and procedures). Compac shall issue a credit to Purchaser (which may be in whole or in part) if Compac accepts the claim (whether in whole or in part). If Compac does not accept the claim, it shall nonetheless negotiate in good faith with Purchaser to resolve the claim. In the interim, Purchaser shall not withhold payment on an invoice, make deductions, issue charge backs or apply off sets, pending resolution of such claim. If the parties are not able to resolve the claim, they shall follow the dispute resolution procedures set out in term 13.

4. Delivery.

Where Compac agrees to arrange for the transportation of any goods purchased:

- (i) the transportation of such goods is at the Purchaser's expense and will comply with Incoterms 1990, where applicable;
- (ii) the goods will be properly and suitably packed by Compac and in such manner, as to reach the intended destination in good condition under normal conditions of transport;
- (iii) Compac will act as the agent for and on behalf of the Purchaser and will not be liable for, or responsible for, any damage that occurs after the goods have left Compac's premises, if it has complied with clause 4(ii);
- (iv) any delivery date provided is an estimate only and Compac will not be liable to the Purchaser for any delay in delivery.

Claims for defective material or shortages must be made in writing within 15 days of receipt of the relevant goods. Compac has the option to inspect defective material at Purchaser's site or to require the shipment of the defective material (at Purchaser's cost) to its site for inspection, before allowing or rejecting the claim. Replacement of defective materials on allowable claims is F.O.B. Compac's site. Costs and expenses incurred by Compac in connection with claims that are rejected by Compac may be charged to Purchaser.

5. Installation.

Any installation date provided (which may be a range of dates) is an estimate only based on the facts and circumstances existing and known to Compac when such installation date was provided. Compac will not be liable to the Purchaser for any delay in the installation date.

6. Safety.

Purchaser will ensure that Compac can carry out installation and commissioning (where such services form part of an Order) under conditions meeting the requirements of applicable laws and regulations for working conditions at the Purchaser's site.

7. Title.

Title to any goods from Compac to Purchaser transfers only upon payment by Purchaser of the Invoiced Amount for such goods. Until payment in full is received, the Purchaser shall not sell, pledge, or otherwise dispose of or encumber the goods without Compac's prior written consent.

Without limiting Compac's other rights and remedies, Compac will be entitled to retake possession of any goods at any time prior to payment in full being received for those goods. The Purchaser grants Compac the irrevocable right and authority to enter onto any place where such goods are, or thought to be, at any time, and to take and resell the goods and to retain the proceeds from such sale. Any shortfall arising from such sale will be a debt due and owing to Compac by the Purchaser.

8. Personal Property Securities Act 1999 ("PPSA").

The Purchaser acknowledges that the retention of title in clause 7 of these Terms gives rise to a security interest in all present and after acquired goods supplied by Compac to the Purchaser to secure the Purchaser's performance of its obligations to Compac.

The Purchaser undertakes to:

- (i) promptly do all things, execute all documents and/or provide any information which Compac may reasonably require to enable Compac to perfect and maintain the perfection of its security interest (including by registration of a financing statement);
- (ii) give Compac not less than 14 days' prior written notice of any proposed change in its name and/or any other change to its details;
- (iii) immediately on request by Compac (and at the Purchaser's expense) obtain from any third party such agreements and waivers of any security interest that third party has in the goods, to ensure that at all times, Compac has a first priority security interest in the goods.

The Purchaser waives its rights to receive a copy of any verification statement pursuant to section 148 of the PPSA. Compac and the Purchaser also contract out of Part 9 of the PPSA to the extent that the rights and obligations contained in sections 114, 125, 129, 132,

133 and 134 of Part 9 of the PPSA do not apply as between Compac and the Purchaser.

9. Termination by Purchaser.

An Order accepted by Compac may not be terminated by Purchaser. If Purchaser nonetheless attempts to terminate an accepted Order, Purchaser shall be liable to Compac for: (a) the value of all work performed, including both labour and materials, up to the purported date of termination; (b) the value of Compac's irrevocable commitments for labour and materials; (c) Compac's indirect, special, incidental or consequential damages (including lost profits, and loss of production or revenue); and (d) any other reasonable costs and expenses (including financing costs) incurred by Compac as a result of Purchaser's purported termination. Compac shall have the right to apply by way of offset against these charges any payments received from Purchaser and to hold Purchaser accountable for the excess.

10. Termination by Compac.

Compac may, by notice in writing to Purchaser, immediately terminate an accepted Order, in whole or in part if: (a) Purchaser defaults in its performance of these Terms (including by failing to pay any monies due) and fails to remedy such default within 14 days (or such longer time approved by Compac) of being given notice of such default; (b) becomes insolvent or bankrupt, files or has filed against it a petition in bankruptcy/liquidation, or undergoes a reorganization pursuant to a petition in bankruptcy/liquidation filed with respect to it; or (c) experiences any other event analogous to any of the matters described in paragraph (b) that is not resolved within 30 days and that negatively impacts the Purchaser's right or ability to function as a going concern or to conduct its operations in the normal course of business.

11. Confidential information.

Each party will keep strictly confidential all non-public information of the other party. Such information will include details about a party's business, properties, equipment, intellectual property, clients, finances and accounts. Such information will not include information that is in the public domain or becomes generally known through no fault of the receiving party.

12. Limitation of liability.

NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, COMPAC SHALL NOT BE LIABLE TO PURCHASER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, INJURY TO GOODWILL, LOSS OF PRODUCTION OR REVENUE, AND FAILURE TO ACHIEVE ANTICIPATED SAVINGS OR PRODUCTION EFFICIENCIES) ARISING OUT OF, OR IN CONNECTION WITH, AN ORDER OR THESE TERMS, EVEN IF COMPAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE MAXIMUM LIABILITY OF COMPAC TO THE PURCHASER ARISING OUT OF, OR IN CONNECTION WITH, AN ORDER OR THESE TERMS, IS AN AMOUNT EQUAL TO THE PRICE

PAID, OR PAYABLE, BY PURCHASER TO COMPAC FOR THE ORDER TO WHICH THE CLAIM RELATES.

13. Dispute resolution.

If a dispute or difference between the parties arises out of, or in connection with, these Terms (a "Dispute"), the parties agree to use their best efforts to resolve such Dispute amicably. A party must not institute or commence any legal proceedings in respect of a Dispute in a court of competent jurisdiction unless and until the following steps have been taken (or the legal proceedings comprise an application for any urgent equitable or other urgent remedy). In the first instance, the parties' project managers shall try to resolve the Dispute. If the project managers are not able to resolve the Dispute within seven days (or such longer time as the parties may agree), then a designated senior executive representing each party shall try to resolve the Dispute. If the senior executives are not able to resolve the Dispute within an additional seven days (or such longer time as the parties may agree), then either party may, by notice in writing to the other refer the Dispute to mediation, in which case the parties agree to engage a professional mediator to mediate the Dispute but, failing agreement within 10 business days of service of such notice on the identity of a mediator, the mediator will be appointed by the Arbitrators' and Mediators' Institute of New Zealand upon the application of either party. The place of mediation is Auckland, New Zealand. The parties are to share equally the fees of the mediator. Once the mediator has been appointed, the parties are to use their respective reasonable endeavours to agree on a date for mediation. If mediation fails to resolve the Dispute, either party may institute or commence any legal proceedings in respect of the Dispute in a New Zealand court of competent jurisdiction.

14. Force majeure.

Compac is not liable for any failure to perform, or delay in performing, any of its obligations pursuant to these Terms due to circumstances beyond its reasonable control (including delays in production, delays by suppliers and sub-contractors, strikes, shortages of raw materials and components, delays by Purchaser and Acts of God).

15. Assignment.

Neither party may assign or novate any of its rights and/or obligations under these Terms without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). Any attempt to assign or novate any such rights and/or obligations without the other party's prior written consent will be void. Any change in the legal or beneficial ownership of any of Purchaser's shares that has the effect of altering the effective management or control of Purchaser is deemed to be an assignment of Purchaser's rights and/or obligations.

16. General liabilities.

Each party shall indemnify the other party for personal injury, including death, and damage to real and personal property caused by the gross negligence or wilful misconduct of the indemnifying party during any installation, commissioning, or any time that a party's

personnel is present at the other party's facilities for business purposes.

17. Governing law and jurisdiction.

These Terms shall be governed by, and construed in accordance with, the laws of New Zealand. For Purchasers principally located in the United States, these Terms shall be governed by, and construed in accordance with, the laws of the State of California, USA, excluding any provisions regarding conflicts of laws. For all other Purchasers, these Terms shall be governed by, and construed in accordance with, the laws of New Zealand. The parties consent to the jurisdiction of New Zealand courts.

18. Waiver.

The failure of either party to insist upon or enforce strict conformance by the other party of any provision of these Terms or to exercise any right under these Terms shall not be construed as a waiver or relinquishment of such party's right unless made in writing and shall not constitute any subsequent waiver or relinquishment.

19. Privacy.

Any information about the Purchaser provided at any time to Compac may be used by Compac for any purpose connected with Compac's business including (but not limited to) direct marketing, debt collection and credit reporting or assessment. Compac is authorised to provide such information to any external agency or party for credit information and assessment purposes and that agency or party is authorised by the Purchaser to use and continue to use such information as part of its business services. Compac and any external agency or party may retain and/or use such information for as long as they see fit.

20. Variations.

Compac may at any time and in its sole discretion vary these Terms, by posting the revised Terms of Trade on Compac's website, www.compacsort.com, provided that Compac shall not make any variation to the nature or extent of the security interest granted by the Purchaser pursuant to term 8 of these Terms without the written agreement of the Purchaser. The amended Terms will apply in respect of all Orders placed after the amended Terms are posted on www.compacsort.com.

No oral agreements, discussions, and/or understandings, expressed or implied, shall constitute an amendment to these Terms.

21. Invalidity.

If any provision of these Terms is illegal or unenforceable, the legality, validity, and enforceability of the remaining provisions of these Terms shall not be affected or impaired.

Exhibit A: Warranty

Subject to the following conditions, limitations, exclusions and disclaimers, Supplier warrants that the Equipment shall be free of defects in materials and workmanship. The term of this warranty is 12 months from delivery or 2000 hours of continuous or intermittent use, whichever occurs first.

During the term of this warranty, Supplier will, if necessary, repair the Equipment, at its own cost, in accordance with the following procedure:

- Purchaser will notify Supplier, or its local agent, of the problem (including a full description and how it occurred), and give Supplier the opportunity to inspect the defective material and rectify it.
- Supplier will respond to all faults promptly and with due regard to the relative urgency, and importance, of the problem.
- Supplier will use its reasonable endeavours to reach agreement with Purchaser on the best way to remedy the problem.
- Purchaser agrees to reasonably assist Supplier to resolve the problem. Where practical, Supplier may provide replacement parts or components and Purchaser shall install them.
- At Supplier's option, it may elect to send someone to Purchaser's site to make a repair, or to ask Purchaser to package and return defective equipment. Supplier will meet the shipping costs for defective goods that Purchaser returns to Supplier.
- If Purchaser returns goods for repair, Supplier will provide loan equipment until the repaired equipment is available. Supplier, or its local agent, will make the repair at Supplier's cost.
- In urgent situations, Purchaser, or its agents, may repair the Equipment with the prior written consent of Supplier (such consent not to be unreasonably withheld or delayed), in which case Supplier will reimburse Purchaser up to the amount that Supplier would have incurred, excluding travel costs, in repairing the Equipment had it done so. Defective parts that have been replaced by Purchaser, or its agents, shall be returned to Supplier, if Supplier so requests.

This warranty is limited to the repair or replacement of defective parts.

Supplier's warranty does not cover normal, routine and/or periodic maintenance, including the lubrication, repair and replacement of chains, belts, carriers, bearings and other parts on a periodic basis, and the tightening of bolts, nuts and screws. Purchaser agrees to comply strictly with the operating, maintenance and safety procedures contained in Supplier's manuals and documentation and all health and safety laws and regulations.

Supplier does not accept any responsibility for damage caused by the sorting of fruit that has been treated with any petroleum-based chemicals or waxes.

Where Supplier must restore computer software and data backups in order to get the Equipment running again, this warranty does not cover the cost of restoring the backups, unless Purchaser has followed all recommended backup procedures.

Supplier will only be liable under this warranty for the costs of restoring the Equipment to satisfactory operating condition. Supplier will not be liable for any other costs or expenses.

This warranty is void and does not apply if:

- The Equipment has been improperly installed, operated, repaired or maintained, other than by Supplier's staff or agents.
- The Equipment has not been used in accordance with normal accepted pack house operating conditions.
- Damage has occurred as a result of unreasonable exposure to moisture or dirt.
- The damage or failed parts are the result of normal wear and tear.
- The Equipment has been damaged due to misuse, abuse, neglect, mishandling, flood, fire, Acts of God or other causes beyond the control of Supplier.
- The Equipment has been adjusted, modified, altered or adapted other than by Supplier's staff or agents.
- Purchaser has installed, or used on the controlling computer, any software (other than Supplier's) without authorisation by Supplier.
- The Equipment has been connected to other equipment with which it is not compatible.
- Purchaser might have avoided or mitigated damage to the Equipment by prompt action.
- Unsuitable parts, not recommended by Supplier, are used to repair the Equipment.
- The Equipment has been used for purposes other than for which it was designed.
- The Equipment has been used outside its rated specifications, capacity or operating parameters.
- The computer and electronic systems are not connected to the mains power through an Online type, Double Conversion, Uninterruptable Power Supply (UPS), and are damaged by a cause that, in Supplier's reasonable opinion, could be due to power supply quality.

Purchaser's actual operating conditions, over which Supplier has no control, will affect the performance levels achieved by Purchaser. For this reason, Supplier cannot warrant the actual performance of the Equipment. Any statement in the Quote concerning the speed, capacity, throughput or performance of the Equipment shall not constitute a warranty that the Equipment will achieve such speed, capacity, throughput or performance level. Supplier does not warrant the Equipment will be capable of achieving any specific performance level.

If Supplier gives an express performance guarantee, it will be sufficient for Supplier to demonstrate that the Equipment is capable of the performance stated. It is not necessary for

Supplier to achieve the same performance under Purchaser's particular circumstances.

This warranty is the only one that covers the Equipment. No statement or information given to Purchaser about the Equipment, whether in the Quote or otherwise, in any way adds to this warranty. Any change to this warranty must be in writing and signed by an authorised officer of Supplier to be valid.

To the maximum extent allowed by law, Supplier disclaims all liability, whether in contract, tort or otherwise, for any loss,

damage, cost or expense arising out of, or in connection with, Purchaser's use of the Equipment. Such disclaimer applies to direct, indirect, special, incidental and consequential damages (such as lost profits, injury to goodwill, loss of production or revenue, and failure to achieve anticipated savings or production efficiencies).

This express warranty is in lieu of, and excludes, all other warranties, whether expressed or implied, including warranties of merchantability and fitness for purpose.