

GENERAL CONDITIONS OF SALE

Applied Industrial Technologies (“Applied”)

Unless otherwise agreed in writing with APPLIED INDUSTRIAL TECHNOLOGIES LIMITED - CN 1819 (Applied, we, us) these General Conditions of Sale (Terms) apply to the sale of goods to the Customer. To the extent that services are supplied, the [Applied Services Terms and Conditions](#) shall apply to the supply of the services.

1. DEFINITIONS

In the following Terms:

- a. **New Zealand Consumer Law** means the Consumer Guarantees Act 1993 (CGA) and the Fair Trading Act 1986 (FTA) as set out in New Zealand legislation;
- b. **Contract** means these Terms and a quotation or purchase order, which form a contract for the sale of Goods;
- c. **Customer** or **you** means the person, firm or corporation, jointly and severally if there is more than one, acquiring Goods;
- d. **Goods** means the goods provided by Applied to the Customer;
- e. **PPSA** means the Personal Property Securities Act 1999 (NZ) and Security Agreement has the meaning given by the PPSA.

2. QUOTATIONS AND ORDERING

At the Customer’s request we will provide a quotation for Goods. Quotations are open for acceptance for a period of 30 days or until revoked or replaced by a later quotation. Once you accept our quotation or submit a purchase order (in any form) you will be deemed to have accepted these Terms, and the Terms together with the quotation or purchase order form the Contract. Quotations include only the work material or products specified in quotation. All details such as weights, etc, supplied in quotations are approximates only and are based on information available to Applied at time of quoting. The Customer must notify Applied of, and accepts the risk of, any error or inaccuracy in a quotation. Prices are subject to change if the quotation requires amendment. Offers for delivery ex stock are subject to confirmation on receipt of order.

3. PRICES

Prices are as per our quotation or, if no quotation is given, our standard price list, if any, as applicable from time to time. Unless otherwise stated, all prices are exclusive of GST

and ex-warehouse. Prices are applicable as at the date of the order or acceptance of quotation, and do not include transport charges or variations in tariffs, rates of exchange, special taxes, insurance premiums, harbor dues or similar costs. Increases in wages and/or cost of materials outside of Applied's control which affect Goods offered or sold will also be passed on to the Customer. Applied may change the price on any price list from time to time and, if no quotation has been given, the updated prices will apply to all orders after the date of change. Applied may change the total price if the Customer varies a quotation or a purchase order.

4. TERMS OF PAYMENT & PAYMENT INSTRUCTIONS

Unless otherwise stated, terms of payment are net cash on delivery or, for approved monthly accounts, within 30 days of the date of invoice or on the 20th of the month following the date of Invoice. If you dispute any aspect of an invoice, please contact our AR Controller as soon as possible on the relevant telephone numbers for speedy resolution of the matter. Payment shall be made against each part or portion of the order delivered.

Our preferred Payment method:

Electronic Funds Transfer (EFT)

Bank: ANZ Bank New Zealand Limited
 Account Name: Applied Industrial Technologies Limited
 Bank BSB: 010215
 Account Number: 007337000
 SWIFT Code: ANZBNZ22

Note:

- a. please quote your account number; and
- b. Email a copy of the remittance advice to: nz-accounts@appliednz.com

Credit Card Payment

Applied will accept payment by credit card (Visa/MasterCard/Amex). Please note a processing fee will be passed on at the same rate received from our financial institution.

In this case, please call our AR Controller on the below mentioned relevant telephone numbers for speedy processing.

AR Controller	Postal Address	Phone Number	Email Address
Auckland	67 Lady Ruby Drive, East Tamaki, Auckland 2013	09 274 0056	nz-accounts@appliednz.com

AR Controller	Postal Address	Phone Number	Email Address
Auckland	67 Lady Ruby Drive, East Tamaki, Auckland 2013	09 980 2114	nz- acccounts@appliednz.com

If the Customer fails to make payment in compliance with these Terms, then without prejudice to any other rights or remedies available to Applied, Applied may:

- a. withhold further deliveries and/or cease supply of Goods;
- b. terminate the Contract with any unpaid amounts becoming immediately due; and/or
- c. charge interest on any amount overdue by more than 60 days on a daily basis at a rate not exceeding three (3) percentage points above the per annum interest rate prescribed under the Interest on Money Claims Act 2016 (NZ) until full payment is made.

All payments made by the Customer will be applied by Applied first in reduction of any interest owing and then in reduction of the invoice amount. Applied may recover from the Customer all costs associated with the collection of overdue debts (including debt collection and legal costs on a full indemnity basis).

5. RISK AND SECURITY INTEREST IN GOODS

Risk in the Goods passes to the Customer on delivery to the Customer or their agent or transport company. Applied has no obligation to insure Goods after this delivery. Title to the Goods will only pass to the Customer free of encumbrances upon payment in full by the Customer of all monies due by the Customer to Applied on any account. Until all monies due by the Customer to Applied on any account are paid to Applied:

- a. The Customer acknowledges and agrees that these Terms comprise a Security Agreement for the purposes of the **Personal Property Securities Act 1999 (NZ) (PPSA)**, and that until such time as we receive full payment in cleared funds for all Goods, these Terms create a **Purchase Money Security Interest (PMSI)** in the Goods as security for your obligations to us, and the PMSI is registrable on the **New Zealand Personal Property Securities Register (PPSR)**;
- b. the Customer :
 - I. will sign and deliver any documents Applied requires to ensure that Applied has a perfected first-ranking Security Interest in the Goods under the PPSA;

- II. indemnifies Applied against any costs incurred by us in registering or maintaining our Security Interest in the Goods and in exercising any of our rights under the PPSA;
 - III. waives its right to receive a verification statement under section **148** of the PPSA; and
 - IV. in respect of Goods which are collateral to which section **107** of the PPSA applies, waives its rights under each section of the PPSA referred to in section **107**
- c. Where Applied may lease Goods to the Customer, and if Applied has reasonable grounds to believe the lease may exceed **one year**, Applied may at its sole discretion, register a PMSI prior to the commencement of the lease;
- d. Applied is and will be entitled at any time to demand the return of the Goods, to retake possession of the Goods (and in particular exercise its rights under section **109**), and to recover the deficiency on resale plus cost of repossession from the Customer. The Customer must do all things necessary to immediately permit Applied, without notice and without liability to Applied, to enter and access any premises occupied by the Customer in order to search for, locate, identify, retrieve, and remove those Goods to which Applied has title;
- e. For the avoidance of doubt and without prejudice to Applied's rights under the PPSA, the Customer:
 - I. may process the Goods supplied and accession or commingle them with other property, in which case Applied will have a security interest in any processed, accessioned, and commingled Goods;
 - II. may sell the Goods to its Customers, and if it does so, then Applied will have a security interest in the proceeds of sale; and
 - III. will, where and when applicable and instructed by Applied, implement, maintain, and comply in all material respects with procedures for the perfection of security interests, including taking all steps under the PPSA to continuously perfect any such security interest..
- f. If there is any inconsistency between Applied's rights under this clause and its rights under Part **9** of the PPSA, this clause prevails to the extent permitted by law;
- g. Until any obligations owed to Applied by the Customer are discharged in full, the Customer must not give Applied a written demand or allow any other person to give Applied a written demand requiring Applied to register a financing change

statement under the PPSA or enter into or allow any other person to enter into the PPSR, a financing change statement.

6. TIME OF DELIVERY

Unless otherwise agreed upon, the estimated time of delivery is calculated from the date of your acceptance of our quotation or order. Time of delivery is an estimate only, and although every effort is made by Applied to deliver on time, Applied assumes no liability for loss or damages occasioned by delays in delivery.

7. PACKAGING

Standard packaging is included in the price of Goods. If the Customer requests special packing or material this will incur an additional cost, may be subject to a deposit, and is not returnable.

8. RETURNS AND CLAIMS

Goods may not be returned without prior written approval from Applied and the return freight prepaid by the Customer. Goods returned in exchange for credit will be subject to a credit service fee of \$25.00 or 15% of the credit note value, whichever is greater (unless return is due to supply error or defect in manufacture). An additional service fee may apply if further inspection is required. Claims for shortages of Goods must be made in writing immediately upon receipt of Goods. No claim will be recognised unless made within 7 days from receipt of the consignment in respect of which the shortage is alleged. Claims for non-receipt of Goods must be made within 30 days of the date of invoice. Other claims will not be considered unless received within 30 days of receipt of Goods and reference is made to the appropriate dispatch advice or invoice number.

9. WARRANTY AND DISCLAIMER

Applied is a distributor of products manufactured by others and as such warrants only that all Goods supplied are free of liens and other encumbrances. Except for the warranty of title, Goods are sold only with such warranties as may be extended by the manufacturer of the product or those that apply as a matter of law and cannot be excluded (including those under The Consumer Guarantees Act 1993. APPLIED MAKES NO OTHER WARRANTY AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No statements made by

Applied or its representatives constitute a warranty or may be relied on, other than under an express warranty relating to the Goods or as set out in these Terms. Applied will provide all reasonable assistance to Customer in obtaining the benefits of applicable manufacturer's warranties. The Customer is responsible for installation and use in accordance with manufacturer's instructions. In no event will Applied be liable for incidental, consequential or special damages.

10. SPECIFICATIONS AND DRAWINGS

Every effort is made to ensure that specification, drawings and other information in correspondence, catalogues, quotations etc. are correct and accurate, but no warranty is given in respect thereof and Applied shall not be liable for any error. The Customer agrees that it must satisfy itself as to the suitability of the Goods for its purpose and the Customer does not rely on the skill or judgement of Applied in relation to the Goods or their use or application.

11. PARAMOUNTCY

Unless otherwise agreed by Applied in writing, these Terms, together with our quotation, if any, will constitute the entire agreement between Applied and the Customer, and no terms, conditions, obligations or other provisions of any nature (including any terms supplied by the Customer) will be of any effect. For the avoidance of doubt, unless otherwise agreed by Applied in writing, these Terms will apply in all circumstances, including where the Customer validly accepts an Applied quotation or where the Customer and Applied otherwise proceed with carrying out work under an Applied quotation, whether or not the Customer, at any time and by any means, purports to impose its own terms and conditions.

12. CORPORATE STRUCTURES

If the Customer is a company, then each director, officer and/or representative submitting a purchase order or accepting a quotation on behalf of the company personally guarantees the payment for the Goods. If the Customer is a trustee of a trust, the Customer is liable for any breach of these terms in its own capacity and in its capacity as trustee, and covenants that it is indemnified out of the assets of the trust. This clause applies whether or not Applied has notice of the trust.

13. FORCE MAJEURE

Without being liable to pay indemnity, Applied reserves the right to cancel the Contract of purchase entirely or in part or to extend the delivery time in the case of force majeure, which includes strikes, lock-outs or other interruptions in operation, stoppages, inability for us or our sub-contractors to deliver Goods because of difficulties in procuring material or labour necessary for manufacture, breakdowns in machinery, fire in our sub-contractor's works, transport difficulties, war, blockade pandemic, epidemic, or other public health emergencies affecting New Zealand or any other country from which the material required for the Goods on order is expected to be procured and every circumstance of political, economical or other nature beyond our control.

14. AUTHORISATION

Where a Customer uses or authorises the use of his or her signature in whatever form, including approving an authorised person including any employee to apply his or her signature, or leaving an authorised person with his or her email address and password in order to provide authorisation to Applied, the Director/Partner or authorised person of the Customer acknowledges and agrees that he/she:

- I. has full knowledge of the Terms and all material circumstances related to or as stated in the Credit Application or any other agreement between the parties;
- II. has provided the requisite authority in whatever form for the use of his or her signature for the express purposes of agreement between the parties; and
- III. acknowledges that Applied has relied upon that signature as having been duly signed with full and complete authority (express, implied or ostensible) by the Director/Partner or authorised person.

15. EXPORT SALES

The Customer may not export or re-export Applied's products and information unless Applied agrees in writing in a document duly signed by an authorized representative of Applied, and then only in strict accordance with that document. Approval will only be given if the customers agree to follow US export control laws and regulations. A consolidated denied party list can be obtained from <https://legacy.export.gov/csl-search>.

16. GENERAL

Severability: If any of these Terms are unenforceable, it will be read down to be enforceable or, if it cannot be read down, the term will be severed from these Terms without affecting the enforceability of the remaining Terms.

Entire Agreement: These Terms constitute the entire agreement between the parties and no amendment variation or addition (including any Customer terms) will be of any force and effect unless in writing and signed by both Applied and the Customer.

Waiver: Any waiver of these Terms binds us only to the extent that it is in writing and signed by a director of Applied. Failure to exercise or delay in exercising a right does not amount to a waiver.

No set-off: No amount owing by the Customer to Applied may be set off against any liability by Applied (in each case whether present or future, actual, contingent or prospective).

Tax: The Customer must pay all taxes and duties in respect of Applied's supply of Goods to the Customer.

Cumulative rights: Except as provided in these Terms and permitted by law, the rights, powers and remedies provided in these Terms are cumulative with and not exclusive to the rights, powers or remedies provided by law.

Privacy: Where we collect any personal information of a Customer in the course of supplying Goods, we will comply with applicable New Zealand privacy legislation, including the Privacy Act 2020 and our Privacy Policy available at <https://www.appliednz.co.nz/>.

Governing Law: These Terms are governed by, and are to be construed in accordance with, the Laws of New Zealand and the parties submit to the nonexclusive jurisdiction of the courts of New Zealand and any court hearing appeals from those courts.