

TRU-TEST GROUP
An ISO Registered Company
25 Carbine Road, Mt Wellington, Auckland
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PO Box 51-078, Pakuranga, Auckland

CONDITIONAL ACCEPTANCE OF TERMS OF TRADE FROM OTHER PARTIES

1. The Tru-Test Group of companies (as listed at Appendix 1) ("TTG") and/or its associated and subsidiary companies accept agreed terms of trade subject to the further and special conditions below. In that there may be conflict between these further and special conditions and any agreed terms of trade, the further and special conditions shall prevail at all times.
2. Where agreed terms of trade contain any form of retention of title provision, that provision shall survive only until the earliest of:
 - (a) the supplier's goods having been incorporated in TTG goods; or
 - (b) the specific goods have been paid for by TTG;
 - (c) the specific goods are resold or agreed to be resold by TTG to a TTG customer.
3. The supplier may register a retention of title interest as an interest under the Personal Property Securities Act 1999 only in respect of defined goods and TTG at all times retains its right to require verification statements.
4. At all times, the applicable law is New Zealand law and the courts having jurisdiction are the Courts of New Zealand.
5. All usual trade tolerances will apply. Work or goods commissioned by TTG must however comply strictly with all specifications supplied by TTG where the tolerances are finer or more accurate than normal trade tolerances.
6. The supplier warrants that all goods are:
 - (a) fit for any purpose disclosed by TTG, and otherwise fit for any purpose that the supplier would reasonably have anticipated that TTG would have wanted the goods for;
 - (b) compliant with all applicable New Zealand standards or international standards, if specified on order or the goods are sold from some other country to TTG in New Zealand; and
 - (c) compliant with sample and description in the case of goods and in the case of services comply with description under which they are sold to TTG;
 - (d) free of third party property or title or intellectual property claims.
7. The supplier is liable and must indemnify TTG against any actions, claims, costs (including legal costs on an indemnity basis), damages, expenses, interest, liabilities and losses, whether direct or consequential suffered or incurred in connection with the Goods or Services provided including without limitation a breach of these terms of trade. However, the indemnity in this clause will not apply to the extent that any loss is directly caused by the negligent act or omission of TTG or its Representatives.
8. Except as specifically otherwise agreed (e.g. in supplier partnership agreements) payment is due on 30th day of month following invoicing to TTG.
9. Risk in goods passes on delivery at the TTG premises of those goods.
10. All orders and requests for supply to TTG are to be acted upon only as supported by a verified TTG Purchase Order.
11. TTG accepts no responsibility for penalty interest except as specifically agreed from time to time in direct correspondence from TTG to the supplier; and penalty interest shall not be charged on any account for which there has been a prior notified dispute.
12. Unless specifically otherwise agreed (e.g. in a supplier partnership agreement), the method of payment shall be in the discretion of TTG, whether by cheque, direct bank lodgement or electronic funds transfer or otherwise.
13. Any signatory of any documentation on behalf of TTG signs only in their capacity as representative to bind TTG and has no personal responsibility or liability, contractual or otherwise, to any other party to the documentation.

APPENDIX 1

Tru-Test Group of companies

Tru-Test Limited

Dairy Technology Services Limited

Napier Tool & Die Co Limited