

CREDIT CONTROL USE ONLY

CREDIT LIMITED (€UK)

BRANCH

ACCOUNT OPENED

ACCOUNT NUMBER

SIGNATURE



ADI Global Distribution
Transpennine Trading Estate,
Rochdale, Lancs, OL11 2PX, England
Tel: +44 (0)1706 343 343
Fax: +44 (0)1706 860 117
Web: www.adi-gardiner.com

To complete this application form online, please visit:-
www.adi-gardiner.co.uk/credit_app.aspx

APPLICATION TO OPEN A CREDIT ACCOUNT

(ALL SECTIONS MUST BE COMPLETED)

1. NAME AND BUSINESS ADDRESS (Invoice Address)

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.....
.....
POST CODE:

TEL:.....

EMAIL ADDRESS:

**2. REGISTERED NUMBER
REGISTERED OFFICE ADDRESS (Limited Company)
or PRIVATE ADDRESS (Unlimited Business)**

.....
.....
.....
.....
.....
.....
.....
POST CODE:.....
FAX:.....
TEL:.....
WEBSITE:

3. NAME AND ADDRESS OF DIRECTORS OR PARTNERS

NAME:.....
POSITION:.....
TEL:.....
EMAIL ADDRESS:.....

NAME:.....
POSITION:.....
TEL:.....
EMAIL ADDRESS:.....

4. YEAR ESTABLISHED

.....

5. No. ENGINEERS

.....

6. WHAT PERCENTAGE OF YOUR BUSINESS IS SECURITY BASED?

.....

7. ANNUAL SECURITY SPEND

£.....

8. NAME OF CONTACTS

ACCOUNTS

BUYER

NAME:

NAME:

POSITION:

POSITION:

TEL:

TEL:

EMAIL:

EMAIL:

9. PLEASE GIVE NAMES AND ADDRESSES OF TWO COMPANIES SUPPLYING GOODS ON CREDIT WHO MAY BE APPROACHED FOR REFERENCES

1. 2.

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TEL: TEL:

10. BANK NAME AND ADDRESS

.....

.....

.....

.....

ACC. No.

SORT CODE - -

11. HOW MUCH CREDIT REQUIRED

..... per month

12. WHICH METHOD OF PAYMENT WOULD YOU BE INTERESTED IN?

BACS DIRECT DEBIT

13. WHICH SYSTEMS DO YOU INSTALL

INTRUDER VIDEO INTEGRATED FIRE

ACCESS ARTICLE TAGGING HOME NETWORKING IT CUSTOMERS

IP SOLUTIONS PA OTHER (please state)
.....

14. ACCREDITATION

- BSIA NSI
- SSAIB MASTER LOCKSMITHS
- FIA ARCHITECTURAL IRON MONGERS
- ICEL BSI & KITEMARK
- OTHER (please state)

.....

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15. NATURE OF YOUR BUSINESS

- SECURITY INSTALLER ELECTRICAL WHOLESALER ELECTRICAL CONTRACTOR
- FIRE CONSULTANT SECURITY CONSULTANT NETWORK INSTALLER
- IT SPECIALIST MONITORING COMPANY LOCKSMITH
- GOVERNMENT/UTILITIES ELECTRICAL ENGINEER FIRE SAFETY ENGINEER
- ARCHITECT OTHER

.....

16. YOUR EXISTING SUPPLIERS

NAME OF SUPPLIER

PRODUCTS SUPPLIED

.....

.....

.....

17. WHICH INDUSTRY SECTORS DO YOU USUALLY SUPPLY TO?

- RETAIL
- CONSTRUCTION
- PUBLIC SECTOR
- MANUFACTURING/ INDUSTRIAL
- COMMERCIAL OFFICE
- TRANSPORT
- HIGH STREET BANKING
- FINANCE
- DOMESTIC
- OTHER:.....

18. COMMUNICATION PREFERENCES

Please take some time to tell us what types of information you wish to receive from us. You can opt out at any time by updating this form or by clicking the OPT OUT link on the email.

- TRAINING COURSES
- REGIONAL EXHIBITIONS
- PRODUCT UPDATES/ NEW PRODUCTS
- ADI GLOBAL NEWSLETTER
- IMPORTANT ANNOUNCEMENTS
- PRESS RELEASES/ CASE STUDIES
- SPECIAL OFFERS
- INDUSTRY/REGULATORY UPDATES
- I DO NOT WISH FOR YOU TO CONTACT ME

WHAT IS/ARE YOUR PREFERRED METHOD/S OF COMMUNICATION?

- EMAIL
- SMS
- PHONE
- POSTAL MAIL

19. HOW OFTEN WOULD YOU LIKE TO BE COMMUNICATED TO?

- WEEKLY
- MONTHLY
- NEVER

20. HOW WOULD YOU LIKE TO RECEIVE OUR PRODUCT GUIDE/S?

- CD ROM
- PRINTED

21. WOULD YOU LIKE TO USE OUR ONLINE ORDERING FACILITIES?

- YES
- NO

22. DO YOU HAVE TRADING HISTORY WITH ADI GLOBAL? PLEASE GIVE DETAILS (INCLUDING BRANCH)

.....

Your details supplied on this form will be held by ADI Global Distribution in accordance with current laws on data protection, for the purpose of providing the service you have requested. By signing this application form you agree you may be sent information about ADI Global Distribution and its products and services. If you do not wish the information provided by you on this form, or on previous applications, to be used to inform you about ADI Global Distribution products and services *please tick this box.*

I/we understand this application is to open a Credit Account with: ADI Global Distribution.

I/we understand that your Credit Terms are that payment is due promptly at the end of the month following the month of Invoice and that if granted credit I/we agree to pay in accordance with these terms.

I/we understand you may make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses. You may also make enquiries about the principal directors with a credit reference

I/we have read and I/we accept the conditions shown on the back of this form. A copy can also be found on our website under the "Terms and Conditions of Sale" page.

DATE:.....

SIGNATURE:.....
 (Director/Partner)

PRINT NAME:.....

YOUR POSITION:.....

EMAIL:.....

TEL:.....



PLEASE ATTACH A COPY OF YOUR COMPANY LETTERHEAD AND RETURN THIS COMPLETED AND SIGNED ACCOUNT APPLICATION FORM TO:

Credit Control Department, ADI Global Distribution, Transpennine Trading Estate, Rochdale, OL11 2PX.

TERMS AND CONDITIONS

Unless otherwise agreed in writing, the following terms and conditions apply without exception to all sales by ADI-GARDINER LIMITED ("ADI") to Buyer.

1. SOLE TERMS. ADI's sale is expressly limited to the terms herein and any additional or different terms or conditions on Buyer's purchase order or any other instrument, agreement, or understanding are deemed to be material alterations and are rejected and not binding upon ADI. ADI's acceptance of Buyer's purchase order is expressly conditional upon Buyer's assent to the terms and conditions contained herein in their entirety. Buyer's acceptance of delivery from ADI constitutes Buyer's acceptance of these terms and conditions in their entirety.

2. QUOTE/ PRICES. ADI may change the prices and specifications of all goods at its sole discretion and without any notice, with the exception that ADI's quotation is firm only if Buyer enters an order within the time specified on the quote or, if none be mentioned, 30 days. Buyer must request shipment of the entire quantity of goods ordered within 12 months from date of order, otherwise, ADI standard prices at time of shipment may, at ADI's option, apply to those quantities actually delivered, even if already invoiced. Unless explicitly stated, prices do not include installation, start-up, commissioning or maintenance. All tooling, designs, drawings, and other intellectual property produced or delivered hereunder are owned by the manufacturer of the relevant Goods.

3. PAYMENT. Unless otherwise expressly agreed in writing, all payments are to be in GBP unless otherwise stated in writing by ADI and are due in ADI's account within 30 days end of the month following the date of invoice. ADI at all times reserves the right to evaluate Buyer's credit standing, and, if Buyer fails to qualify for credit under ADI's criteria, ADI may modify or withdraw credit terms without notice and require guarantees, security or payment in advance for further deliveries of goods. Invoices remaining unpaid after their due date will be subject to an interest charge of 2.5% per month above the Bank of England base rate applicable at the time. Buyer will pay all costs of collection on unpaid amounts, including attorneys' fees.

4. DELIVERY. All delivery dates are estimates unless agreed otherwise by ADI in writing. Delivery terms for goods are EXWORKS (Incoterms 2000) ADI's facility with all risk of loss or damage to goods passing to Buyer upon making the goods available to carrier for shipment.

[Unless otherwise stipulated by ADI, the prices quoted by ADI are inclusive of carriage within England and Wales provided they are delivered by ADI own transport, but are exclusive of VAT which will be added at the current rate and tax point. Delivery will be made by ADI transport, subject to such transport being available and at the discretion of ADI. In the event that any goods are to be delivered to the Buyer or to his order outside England and Wales, ADI shall be entitled to add to the invoice price a reasonable sum in respect of carriage charges] **[Note: on the face of it, this is not consistent with an EX Works sale where the freight is the customer's responsibility. Are we in fact arranging freight on his behalf and including the cost in the price?]**

Within 14 days of delivery, any claim for shortage must be reported in writing to ADI, otherwise all goods will be deemed delivered and accepted. Buyer shall be liable for any delays or increased costs incurred by ADI caused by or related to Buyer's acts or omissions. Title to the goods shall pass to Buyer when it has paid the full price for the goods, and until such time as full payment is made, Buyer shall comprehensively insure the goods for the benefit of ADI, keep them free from all charges and security interest and give appropriate notice of reservation of ownership to third parties.

5. TAXES. The amount of any and all applicable taxes will be added to the price and paid by Buyer, unless Buyer has provided ADI with exemption certificates acceptable to the taxing authorities.

6. FORCE MAJEURE. ADI is not liable for any delay in production or delivery of goods if due to a force majeure event, which includes, among other things, inability or refusal by third party suppliers to provide ADI goods, parts, services, manuals or other information necessary to the goods to be delivered, shortages or inability to obtain materials or components, delays or refusals to grant an export license or the suspension or revocation thereof, or any other acts of any government that would limit ADI's ability to perform, fire, earthquake, flood, severe weather conditions, or any other acts of God, quarantines, epidemics, pandemics, or other regional medical crises, labour strikes or lockouts, riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war (or imminent threat of same), or any other cause whatsoever beyond ADI's reasonable control. If the force majeure event continues for longer than 90 days, either party may terminate Buyer's purchase order and Buyer will pay ADI for work performed prior to termination and all reasonable expenses incurred by ADI as a result of such termination. In the event of delays in delivery or performance caused by force majeure or Buyer, the date of delivery or performance shall be extended by the period of time ADI is actually delayed or as mutually agreed. If, for reasons other than the foregoing, ADI should default or delay or not deliver goods, Buyer's sole remedy against ADI is an option to cancel Buyer's purchase order, through prior written notice to ADI. ADI may make deliveries under any order in one or more shipments.

7. CANCELLATION. If the Buyer shall at any time cancel any purchase order or other contract for the purchase of goods, or refuse to accept delivery of the goods, the Buyer shall be obliged to pay to the Seller the total contract price in respect of the goods save to the extent otherwise agreed in writing by the Seller.

8. INFRINGEMENT DEFENSE.

(a) ADI agrees to (i) defend or settle any claim, suit, or proceeding brought against Buyer based solely upon a claim that any goods manufactured by affiliates of ADI and provided by ADI hereunder directly infringe any third party UK patent, copyright, or maskwork, and (ii) to pay costs and damages finally awarded to the third party, provided that: (A) ADI is notified promptly in writing of such claim, (B) ADI is provided sole control of such defence or settlement using counsel of ADI's choice, and (C) Buyer provides ADI with all available information and assistance. Because ADI has exclusive control over resolving infringement claims hereunder, in no event will ADI be liable for Buyer's attorneys' fees, if any. ADI shall have no liability in respect of any such claims that relate to goods that are not manufactured by an affiliate of ADI, but ADI will make available to Buyer any indemnity given by the manufacturer of such goods to the extent that ADI has the right to such indemnity. (b) ADI shall not be responsible for any settlement or compromise of any such third party claim made without ADI's written consent. ADI has no obligation and this Section 8 will not apply to any claim of infringement of any intellectual property right of a third party (i) by goods not manufactured by an affiliate of ADI, (ii) by the combination of any goods with other elements if such infringement could have been avoided but for such combination, (iii) by goods that have been modified if such infringement would have been avoided by the unmodified goods, (iv) by

goods not used for their ordinary purpose, or (v) by software if such software is other than the latest version of the software released by the relevant affiliate of ADI. Buyer agrees to defend, indemnify, and hold harmless ADI from and against any claims, suits, or proceedings whatsoever arising from such exclusions identified in this Section 8(b).

(c) At any time after a claim has been made or ADI believes is likely to be made, or a court of competent jurisdiction enters an injunction from which no appeal can be taken, ADI will have at its option the discretion to (i) procure for Buyer the right to continue using such goods, (ii) replace or modify such goods, or (iii) accept the return of such goods and refund the purchase price less 20% annual depreciation from shipment date. The foregoing states ADI's entire liability and Buyer's exclusive remedy for any actual or alleged infringement of intellectual property rights. This section 8 is in lieu of and replaces any other expressed, implied, or statutory warranty against such infringement.

9. SOFTWARE. Software, whether supplied separately or installed on a good, is governed by the following terms unless a software license agreement is included with such software. Software is hereby licensed and not sold. Subject to Buyer's compliance with these terms and conditions, ADI grants a personal, limited, nonexclusive license to use the object code of the software solely for Buyer's internal purposes. The license is limited to such goods and/ or location(s) as are specified on Buyer's purchase order for which this instrument serves as either a quotation or acknowledgment. No other use is permitted. ADI retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes, without limitation, all rights in patents, copyrights, trademarks, and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation, disassembly, or redistribution of the software except as expressly permitted herein. Nor shall Buyer copy, disclose, distribute, or display any such software, or otherwise make it available to others (except as ADI authorizes in writing) or allow any unauthorized use of the software. If the software is delivered with a good listed on the face hereof, Buyer may only transfer its license of the software to a third party in conjunction with the sale by Buyer of the good on which the software is installed. ADI may terminate this license if Buyer defaults under these terms and conditions.

10. WARRANTY. Buyer acknowledges that ADI is a distributor of the goods. ADI makes no warranty whatsoever, whether express or implied, in respect of the goods whether relating to their marketability, quality and/or fitness for purpose and/or any particular use. ADI will not be liable for any damages whatsoever in respect of any warranty relating to the goods, but ADI will make available to Buyer the published warranties of the supplier to the extent ADI has the right to such warranties. The published warranty given by affiliates of ADI which have manufactured the goods are set out below unless otherwise specified in writing to Buyer, all references to ADI below in this section are to the relevant ADI affiliate.

Except as otherwise expressly provided herein, ADI warrants goods of its manufacture in all material respects to be free of defective materials and faulty workmanship and as conforming to applicable specifications and/or drawings. ADI may, without notice to Buyer, incorporate changes to goods that do not alter form, fit, or function. Commencing with ADI's date of shipment, ADI's warranty shall run for the period specified on the face hereof or, if none be mentioned, 12 months. Non-complying goods returned transportation prepaid to ADI will be repaired or replaced, at ADI's option, and return-shipped lowest cost, transportation prepaid. No goods will be accepted for return without an authorization number (RMA) obtained in advance of shipment to ADI. Goods subject to contamination, wear and tear or burnout through usage shall not be deemed defective because of such contamination, wear and tear or burnout. No warranty shall apply if, in the sole opinion of ADI or the manufacturer, the defect or damage was caused by or related to installation, combination with other parts and/or products, modification to or repair of any goods other than by ADI, or resulted from Buyer's acts, omissions, misuse, or negligence. Repaired or replaced goods shall be warranted for the remainder of the unused warranty term or for 90 days from shipment, whichever is longer. It is Buyer's responsibility to ensure that the Goods are fit for the application in which they are used. Software will be furnished on a medium that's free of defect in materials or workmanship under normal use for so long as the hardware and/or system is under warranty. During this period, ADI will replace without charge any such medium it finds defective. As for the quality or performance of any software or data, they are supplied "AS IS" WITH NO WARRANTY. If ADI provides any services to the Buyer, including but not limited to training or assistance with configuration and installation of the Goods, ADI shall provide such services in accordance with reasonable industry practice at such rates as may be specified by ADI in its price list from time to time. ADI accepts no liability to the Buyer arising out of the provision of such services.

The above warranties and conditions are sole and exclusive and no other warranties, express or implied, (other than the terms implied by section 12 of the Sale of Goods Act 1979), including those of satisfactory quality and fitness for particular purpose, shall apply to the goods. ADI does not represent or warrant that the goods may not be compromised or circumvented or that the goods will prevent any personal injury or property loss, burglary, robbery, fire or otherwise; or that the goods will in all cases provide adequate warning or protection. Buyer understands that a properly installed and maintained alarm may only reduce the risk of burglary, robbery, fire or other events occurring without providing an alarm, but it is not an insurance or guarantee that such will not occur or that there will be no personal injury or property loss as a result. These warranties are for the benefit of the Buyer only and are not assignable or transferable.

11. LIMITATION OF LIABILITY. (a) In no event shall ADI be liable for (i) any indirect, incidental, consequential loss; (ii) any loss arising from business interruption; (iii) loss of profits; (iv) loss of revenue; (v) loss of use of any property or capital; (vi) loss of anticipated savings; or (vii) loss of data. ADI shall not be liable for any loss or damage where that liability arises as a result of its knowledge (whether actual or otherwise) of the possibility of any such loss or damage.

(b) ADI's liability in respect of any purchase order or otherwise under these terms and conditions shall in no case exceed the contract price of the specific goods that give rise to the claim.

(c) These exclusions and limitations on damages shall apply regardless of how the loss or damage may be caused and against any theory of liability, whether based in contract, tort, indemnity or otherwise.

(d) Neither party seeks to exclude or restrict its liability for: (i) death or personal injury resulting from negligence; (ii) fraud; (iii) the terms implied by section 12 of the Sale of Goods Act 1979; or (iv) any matter in respect of which, by law, it is not permitted to restrict its liability.

(e) The Buyer shall indemnify ADI against claims, damages, losses, costs and expenses incurred by ADI as a result of either claims made against ADI by third parties arising out of the combination or use of the goods with any incompatible ancillary products that may be connected to the goods

or any other matter for which ADI would not be liable to Buyer under these terms and conditions.

12. RECOMMENDATIONS.

Any recommendations or assistance provided by ADI concerning the use, design, application, or operation of the goods shall not be construed as representations or warranties of any kind, express or implied, and such information is accepted by Buyer at Buyer's own risk and without any obligation or liability to ADI. It is the Buyer's sole responsibility to determine the suitability of the goods for use in the Buyer's application(s). The failure by ADI to make recommendations or provide assistance shall not give rise to any liability to ADI.

13. LAWS. a) Buyer will comply with all applicable laws, regulations, and ordinances of any governmental authority in any country having proper jurisdiction, including, without limitation, those laws of the United States or other countries that regulate the import or export of the goods provided by ADI and shall obtain all necessary import/export licenses in connection with any subsequent import, export, re-export, transfer, and use of all goods, technology, and software purchased, licensed, and received from ADI. Unless otherwise mutually agreed in writing, Buyer agrees that it will not use the goods in connection with any activity involving nuclear fission or fusion, any use or handling of any nuclear material, or any nuclear, chemical, or biological weapons.

b) Goods and services delivered by ADI hereunder will be produced and supplied in compliance with all applicable laws and regulations in the United Kingdom. Buyer confirms that it will ensure that all goods are properly installed and used in accordance with the Health and Safety at Work Act 1974, and Buyer will indemnify ADI in respect of any costs, claims, actions or liability arising out of that Act, or otherwise arising out of the supply by Buyer or use by others of the goods.

14. PRECLUSION AGAINST SETOFF. Buyer shall not set off any invoiced amount against any amount due or to become due from ADI to Buyer or its affiliates.

15. WEEE a) Prices do not include the costs of recycling goods covered by the European WEEE Directive 2002/96/EC and such costs may be added to the prices quoted.

b) Unless a charge has been made therefore under section 15 a) above, if the provisions of the WEEE Directive 2002/96/EC as implemented in any local jurisdiction apply to goods, the financing and organisation of the disposal of the waste electrical and electronic equipment are the responsibility of the Buyer who herewith accepts this responsibility, and Buyer will indemnify ADI in respect of all such liabilities. The Buyer will handle the collection, processing and recycling of the goods in accordance with all applicable laws and regulations, and shall pass on this obligation to the final user of the goods. Failure by the Buyer to comply with these obligations may lead to the application of criminal sanctions in accordance with local laws and regulations.

16. APPLICABLE LAW. English law will govern, excluding its provisions on conflict of laws. The English courts will have exclusive jurisdiction to adjudicate any dispute related to these terms and conditions.

17. INDEMNIFICATION. Buyer shall indemnify ADI for all costs and damages, including attorneys' fees, suffered by ADI as a result of Buyer's actual or threatened breach of these terms and conditions.

18. MISCELLANEOUS. The parties may exchange confidential information during the performance or fulfillment of any purchase order. All confidential information shall remain the property of the disclosing party and shall be kept confidential by the receiving party for a period of 10 years following the date of disclosure. These obligations shall not apply to information which is: (a) publicly known at the time of disclosure or becomes publicly known through no fault of recipient, (b) known to recipient at the time of disclosure through no wrongful act of recipient, (c) received by recipient from a third party without restrictions similar to those in this section, or (d) independently developed by recipient. Each party shall retain ownership of its confidential information, including without limitation all rights in patents, copyrights, trademarks and trade secrets. A recipient of confidential information may not disclose such confidential information without the prior written consent of the disclosing party, provided that ADI may disclose confidential information to its affiliated companies, employees, officers, consultants, agents, and contractors. These terms and conditions constitute the entire agreement of ADI and Buyer, superseding all prior agreements or understandings, written or oral, and cannot be amended except by a mutually executed agreement in writing. Buyer may not assign any rights or duties hereunder without ADI's written prior consent. ADI may subcontract its obligations hereunder without Buyer's consent. No representation, warranty, course of dealing, or trade usage not contained or expressly set forth herein will be binding on ADI. Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of these terms and conditions. No failure by ADI to enforce at any time for any period the provisions hereof shall be construed as a waiver of such provision or of the right of ADI to enforce thereafter each and every provision. In the event any provision herein is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such provision, a provision as similar in terms as may be legal, valid, and enforceable shall be added here. Provisions herein which by their very nature are intended to survive termination, cancellation, or completion of Buyer's order after acceptance by ADI shall survive such termination, cancellation, or completion. All stenographic and clerical errors are subject to correction. These terms and conditions shall confer no benefit on any third party or the right to enforce any term or condition under the Contracts (Rights of Third Parties) Act 1999.