



Confidential Account Information

Trimble Navigation Limited, 935 Stewart Drive, Sunnyvale, California 94085 - Phone: (408) 481-8000 - Email: credit@trimble.com

Updated: 11/14/2007

Company Information

Principals /Owners

Company Name			Tax ID No. / Soc. Sec. No.			Name			Name		
Address			City	State	Zip	Title			Title		
Phone			Fax			Address			Address		
Email Address			Date Established			City	State	Zip	City	State	Zip
DUNS Number			Estimated Monthly Purchases from Trimble			Phone			Phone		
A/P Contact			Phone			<input type="checkbox"/> Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other					

Trade References

Company Name			Company Name			Company Name			Company Name		
Address			Address			Address			Address		
City	State	Zip	City	State	Zip	City	State	Zip	City	State	Zip
Phone			Phone			Phone			Phone		
Fax			Fax			Fax			Fax		
Email			Email			Email			Email		

Financial Information

Attach most recent audited financial statement. (Credit department use only.) Please sign attached bank information release form and send with application.

Bank			Account Number		
Officer			Phone		Fax
Address			City		State Zip
Email Address			Comments		

Signature

Applicant authorizes and requests all persons listed in Trade References to release credit information for this application
 Company is financially able to meet any commitment it makes and agrees to pay all invoices according to terms.
 Company has read Trimble Navigation Limited's "Terms and Conditions" of sale
 And/Or
 Company has entered into a valid reseller agreement with Trimble Navigation Limited dated _____ and the terms of such reseller agreement controls sales.

Firm Name		Principal / Officer Signature	
Date		Title	

TRIMBLE NAVIGATION LIMITED and TRIMBLE EUROPE BV – TERMS & CONDITIONS OF SALE

Unless you have another valid agreement with TRIMBLE as a reseller of TRIMBLE products, the following terms and conditions of sale establish the basis on which the purchase and sale of TRIMBLE products ("Product(s)") is made by and between you ("Buyer") and TRIMBLE. Every Product order placed with TRIMBLE is conditioned on and confirms Buyer's acceptance of these terms and conditions of sale, and TRIMBLE agrees to furnish the Products described in Buyer's purchase orders only upon these terms and conditions. Any terms or conditions to the contrary appearing on orders, or within Buyer's terms and conditions of purchase or any other documentation shall be of no effect. No waiver, modification, or addition to these terms and conditions, or any assignment of Buyer's rights or obligations hereunder shall be valid or binding on TRIMBLE unless in writing and signed by an authorized TRIMBLE representative.

These terms and conditions of sale, together with the Basic Order Terms (defined in Section 1.3 below) set forth on a purchase order accepted by TRIMBLE constitute the entire agreement of Buyer and TRIMBLE for purchase and sale of the Product(s) (hereafter sometimes referred to as the "contract").

1. General:

1.1 Validity of sales agreement: TRIMBLE's quotations are non-binding unless otherwise expressly stipulated in writing. Orders are accepted as valid and binding only when confirmed by TRIMBLE in writing. Orders cannot be canceled for any reason without the prior written consent of TRIMBLE. In such case, TRIMBLE may claim compensation under Section 3.2 below.

1.2 Intellectual property ownership of tender materials: TRIMBLE retains title and full intellectual property ownership of all tender documents and materials, including without limitation, calculations, drawings, models, plans, sets of tools, etc. All such documents and materials are considered confidential and Buyer shall not copy such documentation or materials or disclose them to third parties without TRIMBLE's prior written consent.

1.3 Basic Order Terms - Fixed: All purchase orders for Products shall include the following information: (i) Products and quantities, (ii) prices, (iii) shipping instructions, and (iv) the TRIMBLE part number, (collectively, "**Basic Order Terms**"). All Basic Order Terms are fixed and final upon TRIMBLE's acceptance of the order. TRIMBLE's obligation to Buyer is limited to the contract terms.

1.4 Software License: If a Product order includes software (whether built into hardware circuitry as firmware, provided as a standalone computer software product, embedded in flash memory, or stored on magnetic or other media), such software is licensed, not sold, and Buyer is granted a non-exclusive, non-assignable right to use the Product software for no other purpose than that of operating the TRIMBLE Product(s) furnished under these terms and conditions. If accompanied by a separate end user license, use of any such software will be subject to the terms and conditions of the end user license (including any differing limited warranty terms exclusions and limitations). Nothing herein shall be construed to grant any rights or license to use any software in any manner or for any purpose not expressly permitted by the TRIMBLE license.

2. Delivery of goods:

2.1 Delivery time: Delivery times are established when the order is received and accepted in writing by TRIMBLE. TRIMBLE will use commercially reasonable efforts to meet Buyer's requested delivery dates, unless Buyer is in default under the contract or Trimble's performance is otherwise excused. TRIMBLE shall not be liable for late or delayed shipment. Late or delayed shipment shall not be a basis for Buyer's cancellation of any order.

2.2 Delivery terms: Delivery of the Products will be made on an FCA (Incoterms 2000) Trimble's facility basis; except that delivery of Products sold by Trimble Navigation Limited and delivered to Customer outside the United States, will be made on an FCA (Incoterms 2000) destination basis. Title and risk of loss or damage to the Products covered by these Terms and Conditions shall pass to Customer upon delivery (except for title to software products, in which case only title to the media shall pass). Unless otherwise agreed, TRIMBLE will deliver the Product freight prepaid; provided that Buyer will pay or reimburse TRIMBLE for all costs of carriage, freight, insurance (if applicable), taxes, duty and other related shipping charges in connection with shipment hereunder. Buyer shall make such payments to TRIMBLE within thirty (30) days after date of TRIMBLE's invoice. TRIMBLE has the right to make partial deliveries.

3. Acceptance, Inspection, Notice of Nonconformance:

3.1 Buyer's acceptance of ordered Products shall be deemed to occur at delivery to the FCA point. It is Buyer's responsibility to give prompt written notice of identified damage or nonconformance of goods. Upon receipt, Buyer shall inspect the condition of the packaging and the Products and indicate any damage to the carrier on the delivery note, have the carrier's agent sign the document and, within two (2) days thereof, send all documents by e-mail or fax to the TRIMBLE facility from which shipment took place, together with the carrier's references. TRIMBLE must be notified within (10) days of delivery of incorrect materials, and concealed loss or damage claims must be made by Buyer to the carrier by requesting an inspection and filing a claim with the carrier, with written notice, which shall also be given to TRIMBLE within (10) days of delivery. If Buyer retains the Product without giving notice within the designated period, Buyer will be deemed to have waived its right to reject the order.

3.2 If Buyer rejects conforming Products under an accepted order, TRIMBLE shall be entitled to claim reasonable compensation for restocking and other expenses it has actually incurred. The risk of accidental loss or destruction of sold Products shall pass to the Buyer at the time Buyer rejects conforming Products.

4. Return of Product: Any return of Product will be subject to TRIMBLE's prior written consent and must be made pursuant to Trimble's product return procedures then in effect. Products must be returned, transport prepaid, to the TRIMBLE facility (no C.O.D. or Collect Freight accepted) in original boxes and packing material, unless otherwise agreed by TRIMBLE. The Products travel at the risk and responsibility of Buyer. Product not eligible for return shall be returned to Buyer by TRIMBLE, freight collect. For approved returns Buyer will receive credit equal to the lesser of the Product's invoice price or current replacement value, less any applicable charges or fees.

5. Pricing, Terms of Payment:

5.1 Unless otherwise stated by TRIMBLE in writing, payment terms shall be net (30) days from date of TRIMBLE's invoice. No discount will be granted for advance payment. Payment shall be made in the currency indicated on the Product order or invoice, as applicable. TRIMBLE shall be entitled to offset payments against prior debt balances in Buyer's account. Products or services purchased under Trimble's United States General Services Administration ("GSA") Schedules will be subject to all of the pricing and other terms, conditions described in the applicable GSA Schedule.

5.2 TRIMBLE shall have the continuing right to review Buyer's credit and change Buyer's payment terms and, without limiting the foregoing, may at any time demand advance payment, satisfactory security (such as, but not limited to, a confirmed, irrevocable letter of credit acceptable to TRIMBLE), or a guarantee of prompt payment, prior to shipment.

5.3 Interest shall be charged on all overdue sums owing to TRIMBLE under these terms and conditions at the rate of one percent (1%) per month (or the highest legal limit if lower than said amount), and shall be calculated from the date the sums in question were payable to the date on which payment is made in full.

5.4 Buyer grants TRIMBLE a purchase money security interest in each Product shipped to Buyer until payment is made in full to TRIMBLE for such Products. Upon request from TRIMBLE, Buyer will cooperate with TRIMBLE in perfecting any such security interest.

5.5 Buyer shall be liable for any costs incurred by TRIMBLE in the event of variation or suspension of any order by Buyer. And in case of international payment transaction, Buyer shall be liable for any additional costs incurred.

5.6 Stated Product prices do not include any applicable sales taxes, Value Added Tax, export or import charges, transportation or insurance charges, customs and duty fees, personal property or similar taxes; all of which shall be paid by Buyer. Any tax that TRIMBLE may be required to collect or pay upon the sale or delivery of the Product shall be paid by Buyer to TRIMBLE unless Buyer provides direct payment authority or an exemption certificate valid in the state and/or country to which the Product will be shipped.

6. Warranty:

6.1 Product Limited Warranty: Unless the limited warranty included with any Product covered by these terms and conditions grants different rights to the Buyer, TRIMBLE warrants to Buyer, and only to Buyer, that the TRIMBLE Products furnished under the contract shall be designed and manufactured to conform to TRIMBLE's specifications and all parts are and will be free from defects in material and workmanship for a period of twelve (12) months from date of shipment. During the warranty period, TRIMBLE's liability is limited to replacing, repairing or issuing credit for any Product that is returned to TRIMBLE by the original purchaser freight prepaid and which upon inspection is determined by TRIMBLE to be defective in materials or workmanship. Trimble's repair or replacement of a defective Product as provided in this section is Buyer's only and exclusive remedy for a defective Product, and is made subject to the terms of this warranty.

6.2 Warranty Exclusions: The foregoing Product limited warranty shall only apply in the event and to the extent that (a) the Product is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with Trimble's applicable operator's manual and specifications, and; (b) the Product is not modified or misused. This Product limited warranty shall not apply to, and Trimble shall not be responsible for defects or performance problems resulting from (i) the combination or utilization of the Product with hardware or software products, information, data, systems, interfaces or devices not made, supplied or specified by Trimble; (ii) the operation of the Product under any specification other than, or in addition to, Trimble's standard specifications for its products; (iii) the unauthorized, installation, modification, repair or use of the Product; (iv) damage caused by: accident, lightning or other electrical discharge, fresh or salt water immersion or spray (outside Product specifications); or exposure to environmental conditions for which the Product is not intended; (v) normal wear and tear on consumable parts (e.g., batteries) or (vi) cosmetic damage. Trimble does not warrant or guarantee the results obtained through the use of the Product. **TRIMBLE MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO SERVICES, WHICH IF PROVIDED HEREUNDER ARE PROVIDED "AS-IS."**

NOTICE REGARDING PRODUCTS EQUIPPED WITH TECHNOLOGY CAPABLE OF TRACKING SATELLITE SIGNALS FROM SATELLITE BASED AUGMENTATION SYSTEMS: TRIMBLE IS NOT RESPONSIBLE FOR THE OPERATION OR FAILURE OF OPERATION OF ANY SATELLITE BASED POSITIONING SYSTEM OR THE AVAILABILITY OF ANY SATELLITE BASED POSITIONING SIGNALS.

6.3 WARRANTY DISCLAIMER: THE FOREGOING LIMITED WARRANTY TERMS STATE TRIMBLE'S ENTIRE LIABILITY, AND YOUR EXCLUSIVE REMEDIES, RELATING TO PERFORMANCE OF THE TRIMBLE PRODUCT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE PRODUCT, ACCOMPANYING DOCUMENTATION AND MATERIALS ARE PROVIDED "AS-IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OF ANY KIND, BY EITHER TRIMBLE OR ANYONE WHO HAS BEEN INVOLVED IN ITS CREATION, PRODUCTION, INSTALLATION, OR DISTRIBUTION, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF TRIMBLE ARISING OUT OF, OR IN CONNECTION WITH, ANY PRODUCT. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OR THE EXCLUSION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY OR FULLY APPLY TO YOU. **IN NO EVENT MAY BUYER, IF A RESELLER OF THE PRODUCT(S), MAKE OR PASS ON TO ITS OWN CUSTOMERS ANY WARRANTY OR PRESENTATION ON BEHALF OF TRIMBLE OTHER THAN, OR INCONSISTENT WITH, THE APPLICABLE LIMITED WARRANTY PROVIDED TO BUYER.**

PLEASE NOTE: THE ABOVE TRIMBLE LIMITED WARRANTY PROVISIONS WILL NOT APPLY TO PRODUCTS PURCHASED IN THOSE JURISDICTIONS IN WHICH PRODUCT WARRANTIES ARE THE RESPONSIBILITY OF THE LOCAL DISTRIBUTOR FROM WHICH THE PRODUCTS ARE ACQUIRED. IN SUCH CASE, PLEASE CONTACT YOUR TRIMBLE DEALER FOR APPLICABLE WARRANTY INFORMATION.

7. Warranty Repair Service:

7.1 Warranty Repair Procedure: TRIMBLE reserves the right to refuse warranty services if the date of purchase of the Product cannot be proven or if a claim is made outside the warranty period. Claims for shipment damage (evident or concealed) must be filed with the carrier by Buyer in accordance with Section 3.1 above. No product may be returned for repair, whether in warranty or out of warranty, without TRIMBLE's approval. No credit will be given nor repairs made to products returned without such approval. Products must be repaired, transport prepaid, to the TRIMBLE facility (no C.O.D. or Collect Freight accepted) in accordance with TRIMBLE's product return procedures then in effect. The status of any product returned later than (10) days after approval by TRIMBLE will be subject to review.

7.2 Warranty Determination of Returned Products: Following TRIMBLE's or its authorized representative's examination, warranty or out-of-warranty status will be determined. If upon examination a warranted defect exists, then the Product(s) will be repaired at no charge and shipped, prepaid, back to Buyer. Where TRIMBLE elects to replace a Product or parts, repair parts and replacement Products will be provided on an exchange basis and will be either new, equivalent to new or reconditioned. All replaced parts and Products become the property of TRIMBLE. Warranty repairs do not extend the original warranty period.

7.3 Non-Warranty Determination of Returned Products: Following TRIMBLE's examination, Buyer shall be notified of the repair cost of Products out-of-warranty. At such time Buyer must issue a valid purchase order to cover the cost of the repair and freight, or authorize the product(s) to be shipped back as is, at Buyer's expense.

7.4 Non-Responsibility for Lost Data. TRIMBLE shall not be responsible for any modification or damage to, or loss of any programs, data, or other information stored on any media or any part of any Product serviced hereunder, or for the consequence of such damage or loss, e.g., business loss in the event of system, program or data failure. It is your responsibility, prior to servicing, to backup data and remove all features, parts, alterations, and attachments not covered by warranty prior to releasing the Product to TRIMBLE. The Product will be returned to you configured as originally purchased, subject to availability of software.

8. LIMITATION OF LIABILITY: WITHOUT LIMITING THE FOREGOING, TRIMBLE'S ENTIRE LIABILITY TO BUYER UNDER OR FOR BREACH OF THESE TERMS AND CONDITIONS SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY BUYER TO TRIMBLE UNDER THE CONTRACT. FURTHER, NEITHER TRIMBLE NOR ITS SUPPLIERS SHALL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE DAMAGES OR OTHER DAMAGES, OR LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, DOWNTIME AND USER TIME OR FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY RELATED TO THE PRODUCT. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS PRODUCT IS LIMITED IN DURATION TO THE DURATION OF THE FOREGOING WARRANTY. ADDITIONALLY, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR SPECIFIED OTHER DAMAGES, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY, OR MAY NOT FULLY APPLY.

9. Intellectual Property Ownership: As between TRIMBLE and Buyer, Buyer agrees that TRIMBLE owns all right, title and interest to all intellectual property and other proprietary rights to the technology, software, designs, engineering details, schematics and similar data relating to or incorporated in the Products and any accompanying documentation or information derived from the foregoing. Buyer shall take reasonable precautions to prevent unauthorized access and use of the software and documentation by third parties. To the extent permitted by relevant law, Buyer shall not, nor allow any third party to copy, decompile, disassemble or otherwise reverse engineer the Products, or attempt to do so. Buyer is prohibited from, and shall prevent any third party from, removing, covering or altering any of TRIMBLE's patent, copyright or trademark notices placed upon, embedded in or displayed by the Products or their packaging and related materials. TRIMBLE reserves all rights not specifically granted to Buyer hereunder.

10. GOVERNMENT END USERS-RESTRICTED RIGHTS. Use, duplication, or disclosure of products by the U.S. Government is subject to restrictions set forth in the applicable Trimble Navigation Limited license agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14(ALT III), as applicable.

11. Export procedures: Buyer is informed that sale and delivery of Products in an export situation may be subject to export regulations of the United States or other countries. Buyer warrants that it will not export or re-export directly or indirectly, any Product in violation of any law or regulation, (including, without limitation, any law or regulation of the United States Government or any agency), or to embargoed or otherwise restricted countries, or sell Products to companies listed on the denied persons list published by the United States Department of Commerce. Buyer further warrants that it will not export or re-export any Product with knowledge that it will be used in the design, development, production or use of chemical, biological, nuclear or ballistic weapons. Laws and regulations change frequently. It is Buyer's responsibility to know the law pertaining to export/import procedures in the country of destination of the Product. Buyer will defend, indemnify and hold TRIMBLE harmless against any liability (including attorneys' fees) arising out of Buyer's failure to comply with the terms of this paragraph.

12. Default: TRIMBLE reserves the right, by written notice of default, to cancel or indefinitely suspend an accepted Product order if: (i) Buyer defaults in the performance of its obligations hereunder, or otherwise breaches the contract, (ii) Buyer ceases business operations or enters into any bankruptcy, insolvency, receivership or like proceeding not dismissed within thirty (30) days, or assigns its assets for the benefit of creditors, or (iii) when obtaining third-party financing in connection with Buyer's Product purchase(s) fails to do so in a timely manner on terms satisfactory to TRIMBLE.

13. Applicable law - Settlement of Disputes:

If Buyer purchases the Products from Trimble Navigation Limited then these terms and conditions will be governed by and construed in accordance with the laws of the State of California and applicable United States federal law, without reference to "conflicts of laws" provisions or principles. If Buyer purchases the Products from Trimble Europe BV then these terms and conditions will be governed by and construed in accordance with the laws of the Netherlands, without reference to "conflicts of laws" provisions or principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. No dispute or legal action arising under this Agreement, may be brought by either party more than one (1) year after such cause of action accrued, except that an action for nonpayment may be brought within two (2) years of the date of the last payment.

14. Severability: These terms and conditions may be severable and the invalidity, illegality or unenforceability in whole or in part of any provision shall not affect the validity of other provisions.

15. Force Majeure: Neither party shall be liable to the other for failure to perform its obligations hereunder (except the payment of sums due) to the extent caused by an event beyond such party's reasonable control, including, without limitation, government regulations or orders, state of emergency, acts of God, war, warlike hostilities, terrorism, riots, epidemics, fire, strikes, lockouts, or similar cause(s), provided that such party promptly notifies the other in writing of such occurrence and makes its best efforts to promptly eliminate the effect thereof.

16. Notices: Any notice or other communication given by either party to the other regarding these terms and conditions will be deemed given and served when personally delivered, delivered by reputable international courier requiring signature for receipt, or five (5) business days after mailing (postage prepaid), addressed to the party at its notice address. Either party may change its notice address by written notice to the other. Buyer's notice address shall be its address appearing on the accepted purchase order. TRIMBLE's notice address shall be: Trimble Navigation Limited, Attn: General Counsel, 935 Stewart Drive, Sunnyvale, CA 94085, USA.

17. Waste Electrical & Electronic Equipment (WEEE): If the TRIMBLE Products are furnished to Buyer as component products on an OEM basis or as private label goods for distribution under Buyer brands, then Buyer understands and agrees that Buyer shall be deemed the "producer" of all such Products under any laws, regulations or other statutory scheme providing for the marking, collection, recycling and/or disposal of electrical and electronic equipment (collectively, "WEEE Regulations") in any jurisdiction whatsoever, (such as for example national laws implementing EC Directive 2002/96 on waste electrical and electronic equipment, as amended), and shall be solely responsible for complying with all such applicable WEEE Regulations.