



CREDIT ACCOUNT APPLICATION FORM

(Please complete all applicable questions)

Account Name (in full):
Trading as:
Trading Address: Ph: Bus
..... Email:
Postal Address: Fax:
Occupation/Business:
Type of Business: (Company / Partnership / Sole Trader / Inc. Soc. / Personal
Details of directors, partners, proprietors/authorised officers:
Full Name Residential Address Phone Pvte
.....
Year Established:
Registered Office:
Bank: Branch:
Credit References (3 required):
Company Branch Ph:
Company Branch Ph:
Company Branch Ph:

Terms and Conditions of Sale

1/We hereby make application for a credit account to be opened in the name of the above company/person.
1/We agree to pay this account on the 20th of the month following purchase / 7 days from invoice (delete one).
I/We acknowledge that failing to pay any account by due date shall be in breach of Identity Solutions Ltd trading terms who may in respect of such account withhold its products and services until receipt of payment in full.
Payment by Credit Card: I/We hereby agree to pay the merchant fees and any late payment fees as determined by Identity Solutions Ltd at the time of the payment.
I/We acknowledge receipt and agree to accept the terms and conditions of sale including appendix (see attached) as detailed by Identity Solutions Ltd.
I/we also acknowledge that pursuant to the personal guarantee contained in the terms and conditions of trade that, where relevant, I/we am/are also signing this application form in my/our personal capacity.

Datedday of 2009
Signed by (please print)
Position held
For and on behalf of
Customer Signature

PLEASE NOTE: All pages must be initialled and returned when an application is made.



1. DEFINITIONS

- 1.1 "Identity Solutions Limited" shall mean Identity Solutions Limited trading as Identity Solutions Limited, or any agents or employees thereof.
- 1.2 "Client" shall mean the Client, any person acting on behalf of and with the authority of the Client, or any person purchasing products and services from Identity Solutions Limited.
- 1.3 "Products" shall mean:
 - 1.3.1 all Products of the general description specified on the front of this agreement and supplied by Identity Solutions Limited to the Client; and
 - 1.3.2 all Products supplied by Identity Solutions Limited to the Client; and
 - 1.3.3 all inventory of the Client that is supplied by Identity Solutions Limited; and
 - 1.3.4 all Products supplied by Identity Solutions Limited and further identified in any invoice issued by Identity Solutions Limited to the Client, which invoices are deemed to be incorporated into and form part of this agreement; and
 - 1.3.5 all Products that are marked as having been supplied by Identity Solutions Limited or that are stored by the Client in a manner that enables them to be identified as having been supplied by Identity Solutions Limited; and
 - 1.3.6 all of the Client's present and after-acquired Products that Identity Solutions Limited has performed work on or to or in which goods or materials supplied or financed by Identity Solutions Limited have been attached or incorporated.
 - 1.3.7 The above descriptions may overlap but each is independent of and does not limit the others.
- 1.4 "Products and Services" shall mean all products, goods, services and advice provided by Identity Solutions Limited to the Client and shall include without limitation the provision of apparel labelling solutions including graphic design and print services and apparel software solutions including the development of management programmes, the supply of labels and badges and all charges for time and attendance, hire charges, insurance charges, or any fee or charge associated with the supply of Products and Services by Identity Solutions Limited to the Client.
- 1.5 "Price" shall mean the cost of the Products and Services as agreed between Identity Solutions Limited and the Client and includes all disbursements eg charges Identity Solutions Limited pay to others on the Client's behalf subject to clause 4 of this contract.

2. ACCEPTANCE

- 2.1 Any instructions received by Identity Solutions Limited from the Client for the supply of Products and Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

3. COLLECTION AND USE OF INFORMATION

- 3.1 The Client authorises Identity Solutions Limited to collect, retain and use any information about the Client, for the purpose of assessing the Client's credit worthiness, enforcing any rights under this contract, or marketing any Products and Services provided by Identity Solutions Limited to any other party.
- 3.2 The Client authorises Identity Solutions Limited to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the Client is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

4. PRICE

- 4.1 Where no price is stated in writing or agreed to orally the Products and Services shall be deemed to be sold at the current amount as such Products and Services are sold by Identity Solutions Limited at the time of the contract.
- 4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Products and Services that is beyond the control of Identity Solutions Limited between the date of the contract and delivery of the Products and Services.

5. PAYMENT

- 5.1 Payment for Products and Services shall be made in full on or before the 20th day of the month following the date of the invoice ("the due date") or within 7 days from invoice (delete one).
- 5.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.3 Any expenses, disbursements and legal costs incurred by Identity Solutions Limited in the enforcement of any rights contained in this contract shall be paid by the Client, including any reasonable solicitor's fees or debt collection agency fees.
- 5.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

6. QUOTATION

- 6.1 Where a quotation is given by Identity Solutions Limited for Products and Services:
 - 6.1.1 Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
 - 6.1.2 The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;
 - 6.1.3 Identity Solutions Limited reserve the right to alter the quotation because of circumstances beyond its control.
- 6.2 Where Products and Services are required in addition to the quotation the Client agrees to pay for the additional cost of such Products and Services.

7. RISK

- 7.1 The Products and Services remain at Identity Solutions Limited's risk until delivery to the Client.
- 7.2 Delivery of Products and Services shall be deemed complete when Identity Solutions Limited gives possession of the Products and Services directly to the Client or possession of the Products and Services is given to a carrier, courier, or other bailee for purposes of transmission to the Client.
- 7.3 The time agreed for delivery shall not be an essential term of this contract unless the Client gives written notice to Identity Solutions Limited making time of the essence.

8. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

- 8.1 Title in any Products and Services supplied by Identity Solutions Limited passes to the Client only when the Client has made payment in full for all Products and Services provided by Identity Solutions Limited and of all other sums due to Identity Solutions Limited by the Client on any account whatsoever. Until all sums due to Identity Solutions Limited by the Client have been paid in full, Identity Solutions Limited has a security interest in all Products and Services.
- 8.2 If the Products and Services are attached, fixed, or incorporated into any property of the Client, by way of any manufacturing or assembly process by the Client or any third party, title in the Products and Services shall remain with Identity Solutions Limited until the Client has made payment for all Products and Services, and where those Products and Services are mixed with other property so as to be part of or a constituent of any new Products and Services, title to these new Products and Services shall be deemed to be assigned to Identity Solutions Limited as security for the full satisfaction by the Client of the full amount owing between Identity Solutions Limited and Client.
- 8.3 The Client gives irrevocable authority to Identity Solutions Limited to enter any premises occupied by the Client or on which Products and Services are situated at any reasonable time after default by the Client or before default if Identity Solutions Limited believes a default is likely and to remove and repossess any Products and Services and any other property to which Products and Services are attached or in which Products and Services are incorporated. Identity Solutions Limited shall not be liable for any costs, damages, expenses or losses incurred by the Client or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded.

Identity Solutions Ltd

PO Box 8820 Symonds Street, Auckland, 51 Randolph Street, Eden Terrace, Auckland

Phone +64 9 968 3493 Fax +64 9 358 1158 Email accounts@identity.co.nz



- 8.4 Identity Solutions Limited may either resell any repossessed Products and Services and credit the Client's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Products and Services and credit the Client's account with the invoice value thereof less such sum as Identity Solutions Limited reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.
- 8.5 Where Products and Services are retained by Identity Solutions Limited pursuant to clause 8.3 the Client waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.
- 8.6 The following shall constitute defaults by the Client:
- 8.6.1 Non payment of any sum by the due date.
 - 8.6.2 The Client intimates that it will not pay any sum by the due date.
 - 8.6.3 Any Products and Services are seized by any other creditor of the Client or any other creditor intimates that it intends to seize Products and Services.
 - 8.6.4 Any Products and Services in the possession of the Client are materially damaged while any sum due from the Client to Identity Solutions Limited remains unpaid.
 - 8.6.5 The Client is bankrupted or put into liquidation or a receiver is appointed to any of the Client's assets or a landlord distains against any of the Client's assets.
 - 8.6.6 A Court judgment is entered against the Client and remains unsatisfied for seven (7) days.
 - 8.6.7 Any material adverse change in the financial position of the Client.

9. PAYMENT ALLOCATION

- 9.1 Identity Solutions Limited may in its discretion allocate any payment received from the Client towards any invoice that Identity Solutions Limited determines and may do so at the time of receipt or at any time afterwards and on default by the Client may reallocate any payments previously received and allocated. In the absence of any payment allocation by Identity Solutions Limited, payment shall be deemed to be allocated in such manner as preserves the maximum value of Identity Solutions Limited's purchase money security interest in the Products and Services.

10. DISPUTES AND RETURN OF PRODUCTS

- 10.1 No claim relating to the Products and Services will be considered unless made within three (3) days of delivery.
- 10.2 No Products will be accepted for return without the prior approval of Identity Solutions Limited. Returns will only be considered if the Products are faulty. Returns are accepted for replacement only and only for faulty Products. Any Products accepted for return must be undamaged and in original resalable condition.

11. LIABILITY

- 11.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Identity Solutions Limited which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Identity Solutions Limited, Identity Solutions Limited's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
- 11.2 Except as otherwise provided by clause 11.1 Identity Solutions Limited shall not be liable for:
- 11.2.1 Any loss or damage of any kind whatsoever, arising from the supply of Products and Services by Identity Solutions Limited to the Client including consequential loss whether suffered or incurred by the Client or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Products and Services provided by Identity Solutions Limited to the Client; and
 - 11.2.2 The Client shall indemnify Identity Solutions Limited against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Identity Solutions Limited or otherwise, brought by any person in connection with any matter, act, omission, or error by Identity Solutions Limited its agents or employees in connection with the Products and Services.

12. WARRANTY

- 12.1 Manufacturer's warranty applies where applicable.
- 12.2 Any written warranty that Identity Solutions Limited provide to the Client will also form part of these terms and conditions of trade.
- 12.3 No representation, condition, warranty or premise expressed or implied by law or otherwise applies to the Products and Services except where goods are supplied or services provided pursuant to the Consumer Guarantees Act 1993 or except where expressly stated in this contract.

13. COPYRIGHT AND INTELLECTUAL PROPERTY

- 13.1 Identity Solutions Limited, owns and has copyright in all designs, specifications, documents, work and software solutions produced by Identity Solutions Limited in connection with the Products and Services provided pursuant to this contract and the client may use the Products and Services only if paid for in full and for the purpose for which they were intended and supplied by Identity Solutions Limited.

14. CONSUMER GUARANTEES ACT

- 14.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Client acquires Products and Services from Identity Solutions Limited for the purposes of a business in terms of section 2 and 43 of that Act.

15. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

- 15.1 If the Client is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for Identity Solutions Limited agreeing to supply Products and Services and grant credit to the Client at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to Identity Solutions Limited the payment of any and all monies now or hereafter owed by the Client to Identity Solutions Limited and indemnify Identity Solutions Limited against non-payment by the Client. Any personal liability of a signatory hereto shall not exclude the Client in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Client shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

16. MISCELLANEOUS

- 16.1 Identity Solutions Limited shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 16.2 Failure by Identity Solutions Limited to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Identity Solutions Limited has under this contract.
- 16.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.