

William Brandt Technology Ltd

Conditions of Sale

1. Definitions

"WBT" means William Brandt Technology Ltd. "The Customer" means the people, company or other business to whom the products are supplied. "The Order" means a written or verbal order for supply made by the Customer to WBT. "The Purchase Price" means the total price required by WBT for the supply of products made pursuant to the Order.

2. Agreement

- a) These conditions of sale shall apply to and determine the supply by WBT to the Customer of all goods as described in the Schedule ("Goods"). Should there be any conflict between these conditions and the terms of any Order submitted by the Customer or any price list, invoice or packing slip issued by WBT, these conditions shall prevail unless otherwise agreed in writing by WBT.
- b) These conditions may only be varied in writing signed by a duly authorised signatory of WBT and no other employee, agent or representative of WBT shall have any authority to amend, modify or add to these conditions.
- c) WBT reserves the right any time or from time to time, to amend, vary or add to these conditions with effect from the date of notification to the Customer.

3. Range of Application

Unless otherwise agreed to in writing the following provisions govern the sale and purchase of goods supplied by WBT.

4. Offer and Order

- a) All WBT quotes, estimates and prices are subject to change without notice.
- b) All specifications, including measures, weights, figures and drawings are binding only if confirmed by WBT in writing before production.

5. Extent of Supply

For all orders WBT reserves the right to supply up to 10% over or under the Order quantity, unless otherwise agreed or stipulated by WBT in writing.

6. Delivery

- a) WBT will use its best endeavours to deliver goods on the date/s or within the time frame/s specified or requested but shall have no liability whatsoever if unable for any reason to do so.
- b) Partial deliveries or delivery in instalments are at WBT's discretion.

7. Revocation of Contract

The Customer is liable for all costs of cancellation of any Order or part thereof.

8. Payment

- a) The stipulated prices do not include GST, unless otherwise stated.
- b) When an account application has been received and accepted by WBT all invoices are payable strictly on the 20th of the month following purchase unless otherwise agreed in writing otherwise WBT are entitled to cash prior to shipping.
- c) The Customer agrees WBT shall be entitled to charge interest on all overdue accounts at the rate of 2% per month for the period commencing from the date the payment fell due to the date of actual payment. Such penalty charge shall be without prejudice to all other rights and remedies WBT may have against the Customer.
- d) Where the Customer fails to make payment and WBT is forced to take legal action, WBT reserves the right to pass on all legal costs and 3rd party collection costs to the Customer.
- e) WBT may at its discretion apply any payments it receives from the Customer in and towards the satisfaction of any indebtedness of the Customer and it shall not be bound by any conditions or qualifications that the Customer may make in relation to payments made under this or any other contract with WBT.

9. Risk and Title

- a) All risk of any loss or damage or deterioration in respect of the Goods shall pass to the Customer upon delivery to the Customer, however ownership remains with WBT until the Purchase Price has been paid in full.
- b) The Customer grants a security interest over all present and after acquired Goods supplied by WBT their proceeds as security for payment of the Purchase Price of these Goods.
- c) The Customer agrees that until payment has been made the Goods are held by it as Bailee to be sold as agent for WBT, and that it will if requested to do so store the Goods in a manner that makes it clear that they are the property of WBT.

10. Repossession

WBT may take possession of the Goods where any event of default as defined in Clause 18 occurs or the Goods are at risk (as defined in Section 109 of the PPSA) and for that purpose it shall have the irrevocable right or license by its agents, servants and employees to enter the premises of the Purchaser or any other premises where the Goods are situated without being liable in any way to the Purchaser, and the Purchaser shall indemnify WBT upon demand for all claims by any third party for any losses resulting from WBT effecting repossession.

11. Exemption of Liability

1. WBT liability with respect to the Goods shall be limited to the warranty provisions of these Terms and Conditions.
2. WBT shall have no liability for any loss, damage or injury arising directly or indirectly from any effect or non-compliance in the Goods or any other breach of WBT obligations herein other than as aforesaid.
3. WBT will not be liable for any consequential, indirect or special damages or loss of any kind whatsoever to the Customer nor loss to the Customers servants, agents, purchasers for any loss, damage or injury arising from any defect or non-compliance of the Goods.
4. The Customer indemnifies WBT against all and any claims by customers servants, agents, purchasers or other persons with respect to any loss, damage or injury arising from any defect or non-compliance of the Goods.
 - i. In placing an order with WBT the Customer (where a Company, every Director and Shareholder of that Company and where a Partnership, every partner) irrevocably authorises any person or company to provide WBT with such information as it may require to establish the Customers credit worthiness.
 - ii. The Customer acknowledges all information collected by WBT concerning the Customer is collected for the purposes set out above and may be accessed and corrected by the Customer pursuant to the New Zealand Privacy Act 1993.
 - iii. All information provided to WBT by the Customer and other information received about the Customer will be held by WBT at its Head Office in Auckland, New Zealand.

12. Warranty

- a) WBT shall remedy or replace any significant defect or deficiency in quantity of the Goods. WBT shall be the sole judge as to what constitutes a significant defect or significant deficiency in quantity.
- b) Where the Customer has inspected the Goods prior to delivery no notice of defect in the Goods as per sub-Clause (c) below shall be valid or accepted by WBT.
- c) Notice of any significant defect in the Goods or of deficient quantity must be delivered to WBT not more than seven (7) days after the date of delivery, excluding the day of delivery.
- d) In case of significant defect or deficiency in quantity, WBT retains the right to replace deliveries or remedy defects and shall have no liability whatsoever for any loss, including consequential loss, costs, damages or claims incurred by the Customer as a result, provided that WBT shall remedy the defect or deficiency with due expedience if accepted by WBT to be a significant defect or deficiency.
- e) No warranty whatsoever shall apply to any goods sold or used by the Customer.
- f) Tolerances of technological origin such as size, colour, adhesive, quality, weight of material and details of finish and execution shall not be deemed a significant defect.
- g) No warranty is given regardless of the products offered by WBT for the purpose intended by the Customer. The onus of verifying suitability for the use intended lies with the Customer.

13. Proofs

- a) Proofs can be photo mechanically or digitally produced. The Customer agrees the relevant production costs will be charged for any further proofs necessary as the result of the Customers request for alterations. If the Customer requests alternations after giving permission to print, the Customer will pay all costs arising from the alternation in addition to the price agreed. The final proof copy approved by the Customer shall be deemed as acceptable by the Customer to proceed with production. The responsibly is on the Customer to verify

whether the copy/proof is suited to the purchase. WBT shall not be held liable for any errors not corrected on the copy/proof by the Customer.

- b) Experimental and/or Creative Work: Experimental work, preliminary sketches, dummies and other creative work, intermediate materials and any resultant goods must be paid for by the customer unless the cost is separately identified and provided for as part of the quoted price and the customer shall not use any proposal or idea from the supplier for content, medium, layout or presentation until such work has been paid for.

14. Origination, Layout and Tooling

- a) WBT retains the right to all its own sketches, layouts, final drawings, originals, films, printing, punching and stamping, tooling etc. used in any procedure and for any purpose. Drafts and layouts of WBT may not be duplicated, copied, imitated or made available to third parties. The Customer is responsible for ensuring that they are legally entitled to duplicate the printed matter ordered and fully indemnifies WBT in all respects should the Customer be in breach of this covenant.
- b) Printing origination and documents furnished by the Customer will only be kept in safe custody by WBT if agreed in writing. In all cases the period of safekeeping will expire after six months unless the Customer has placed a follow-up order before the deadline.

15. Electronic Images and/or Files

It is the customer's responsibility to retain a copy of any electronic image or file supplied by the customer to WBT. WBT is not responsible for accidental damage to any electronic material supplied and such material is held at the customer's risk. WBT may charge for any additional translating, editing or programming needed to utilise customer supplied files or images and such charges shall be in addition to the quoted price. WBT's own electronic records shall remain the property of WBT.

16. Data Processing

WBT is entitled to store in data files and, if necessary, process by its EDP computers any data concerning the Customer obtained relative to, or in connection with, the business relationship, irrespective of whether this data is obtained from the Customer or from third parties.

17. Labour

- a) The term "Labour" will include careful processing by WBT of all material furnished or made available by the Customer. WBT is not obliged to examine this material as regards to suitability.
- b) If parts of this material are subsequently found to be unsuitable all processing costs incurred shall be reimbursed to WBT by the Customer.

18. Default

- a) WBT shall be entitled to suspend or cancel all or any part of the Conditions of Sale and/or any other contract or contracts with the Customer, in addition to its other remedies, upon the happening of any of the following events of default:
 - i. if any amount payable by the Customer to WBT is overdue;
 - ii. if the Customer is in breach of any term of the Conditions of Sale;
 - iii. if the Customer becomes insolvent;
 - iv. if the Customer ceases or threatens to cease business;
 - v. if application is made for the liquidation of the Customer.
- b) If this agreement is cancelled all sums owing by the Customer shall become immediately due and payable.

19. Personal Property Securities Act 1999

I/We, the above named Customer, hereby acknowledge/s in agreeing to these conditions of sale that:

- a) The terms contained in this application and conditions of sale constitute a security agreement for the purpose of Section 36 of the Personal Property Securities Act 1999.
- b) Pursuant to this security agreement the Customer will grant a security interest in all its present and after-acquired goods supplied by WBT and the proceeds of sale pursuant to the Personal Property Securities Act 1999.
- c) WBT may register a financing statement in respect of any such security interest on the Personal Property Securities Register and if so required by WBT the Customer will pay all WBT's expenses and legal costs (on a solicitor/client basis) in or in connection with the Registration of a financing statement or financing statement relating to the security interest created by this agreement or obtaining an order under section 167 of the PPSA.

- d) No goods will be supplied by WBT until this agreement has been signed by the Customer in accordance with the requirements of Section 36 Personal Property Securities Act 1999 and in a manner satisfactory to WBT and WBT is satisfied as to the creditworthiness of the Customer.
- e) The Customer agrees that sections 114(1) (a), 133 and 134 of the PPSA shall not apply to this agreement or the security under this agreement.
- f) The Customer waives their right to receive a copy of the verification statement confirming registration of a financing statement relating to the security interest created by this agreement.
- g) The Customer agrees that none of their rights as debtor under sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131, and 132 shall apply to this agreement.
- h) The Customer agrees where WBT has rights in addition to those in Part 9 of the PPSA, those rights will continue to apply.
- i) The Customer will not change its name without first notifying WBT of its new name not less than seven days before the change takes effect.

20. Schedule of Goods

Goods that could be supplied include tags, labels, thermal transfer ribbons, thermal transfer printers, data capture equipment, software, bureau overprinting service and any other goods that may be described in any invoice rendered by WBT to the Customer.

21. Returns

- a) Any goods/orders returned to WBT by the Customer shall be accepted at WBT's absolute discretion.
- b) \$50.00 (+GST) administration fee may apply to any orders accepted for return by WBT.
- c) Any returns/credits that are our error will be exempt from any charges.

22. Authorisation to obtain credit profile information

I/We authorise WBT to provide any of the above information to a credit risk management agency such as, but not limited to Veda. And in doing so agree that:

- a) WBT will provide the information contained in the application relating to my trade references and credit worthiness via its reporting service.
- b) Veda Ltd will provide WBT with any information relating to my trade references and credit worthiness.
- c) I/We acknowledge that the information obtained may be used to update specific credit reporting databases and acknowledge that this information will be made available to other parties that use similar credit referencing services.
- d) If I/we default in my payment obligation to WBT, information about the default may be given to Veda, and Deva Advantage may give information about my default to other Veda customers. In accordance with the Privacy Act 1993, I/We am/are entitled to contact Veda to access my/our credit information and if it is incorrect may request correction.

I/We have read and fully understand the above Conditions of Sale supplied by William Brandt Technology Ltd.

Signed: _____ Date: _____

Position Held: _____

Company Name: _____

Trading Name(if different to Company Name): _____

Physical Address: _____

Email Address: _____

Phone Number: _____ Mobile: _____

Trade Reference 1. _____

Trade Reference 2. _____