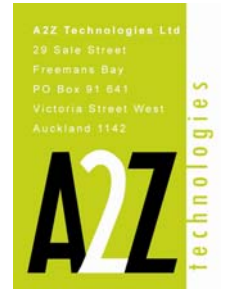


A2Z TECHNOLOGIES LIMITED

PO Box 91641,
Victoria Street West,
Auckland 1001.
29 Sale Street, Freemans Bay,
Auckland.

Tele: (09) 375 3085
Fax: (09) 375 3089

Email: accounts@a2ztech.co.nz



ACCOUNT APPLICATION FORM

ENTITY DETAILS:

APPLICANT'S FULL LEGAL NAME (i.e. not trading name): ("the Customer")

(Please tick) Sole Trader Individual Partnership Ltd Company Other (please state):

Trading as: Postal Address:

Physical Address:

Nature of Business: Years in Business:

Contact Name: Position: Date of Birth:

Telephone: Fax: Mobile: Email:

OWNERSHIP please insert Owner(s) / Directors Name(s) in full

1:..... Address:

2:..... Address:

IF LIMITED LIABILITY COMPANY – Incorporation No: Date of Incorporation:

Address of Registered Office:

FINANCIAL & PROFESSIONAL ADVISORS

Shareholders Funds: Paid Up:

Name of Accountant: Solicitor:

Bank:..... Branch: Acct No:

| TRADE REFERENCES | | | |
|------------------|--------------|--------------|--------------------|
| Company | Contact Name | Phone Number | Account open since |
| | | | |
| | | | |
| | | | |

General Description of Goods/Products/Services to be Provided:

.....

..... **Monthly Credit Request: \$**

I/We have read and agree to be bound by the terms and conditions of trade as printed overleaf or attached. I/We warrant to A2Z Technologies Limited that the above information is to the best of my/our knowledge, information and belief true and correct and that I/we am/are duly authorised to enter into this application and future contracts on behalf of the Customer. 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.

I/We consent to A2Z Technologies Limited collecting any information that may be required to evaluate my/our credit worthiness. I/We also consent to the passing of information to Credit Agencies or Debt Collection Agencies

Signed Print Name Designation

Dated this day of 20

TERMS & CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1 "A2Z" shall mean A2Z Technologies Limited, or any agents or employees thereof.
- 1.2 "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing products and services from A2Z.
- 1.3 "Products" shall mean:
 - 1.3.1 all Products of the general description specified on the front of this agreement and supplied by A2Z to the Customer; and
 - 1.3.2 all Products supplied by A2Z to the Customer; and
 - 1.3.3 all inventory of the Customer that is supplied by A2Z; and
 - 1.3.4 all Products supplied by A2Z and further identified in any invoice issued by A2Z to the Customer, 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 A2Z or that are stored by the Customer in a manner that enables them to be identified as having been supplied by A2Z; and
 - 1.3.6 all of the Customer's present and after-acquired Products that A2Z has performed work on or to or in which goods or materials supplied or financed by A2Z 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 also mean all goods, products, services and advice provided by A2Z to the Customer and shall include without limitation the distribution of products, consultancy services, rental services and repairs and all associated Products and Services and all charges for time and attendances, hire charges, insurance charges, or any fee or charge associated with the supply of Products and Services by A2Z to the Customer.
- 1.5 "Price" shall mean the cost of the Products and Services as agreed between A2Z and the Customer and includes all disbursements e.g. charges A2Z pay to others on the Customer's behalf subject to clause 4 of this contract.

2. ACCEPTANCE

- 2.1 Any instructions received by A2Z from the Customer 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 Customer authorises A2Z to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract, or marketing any Products and Services provided by A2Z to any other party.
- 3.2 The Customer authorises A2Z to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the Customer 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 Unless otherwise specifically stated in writing, all prices exclude GST.
- 4.2 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 A2Z at the time of the contract.
- 4.3 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 A2Z 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") unless specifically agreed in writing.
- 5.2 Prices are subject to exchange rate variation at time full payment is received and cleared by A2Z's bank.
- 5.3 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.4 Any expenses, disbursements and legal costs incurred by A2Z in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.
- 5.5 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid and cleared in full.
- 5.6 A deposit may be required.

6. QUOTATION

- 6.1 Where a quotation is given by A2Z for Products and Services:
 - 6.1.1 Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue;
 - 6.1.2 The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;
 - 6.1.3 A2Z reserve the right to alter the quotation because of circumstances beyond its control. Including but not limited to supplier and freight charges and/or exchange rate variation.
- 6.2 Where Products and Services are required in addition to the quotation the Customer agrees to pay for the additional cost of such Products and Services.

7. RISK

- 7.1 The Products and Services remain at A2Z's risk until delivery to the Customer.
- 7.2 Delivery of Products and Services shall be deemed complete when A2Z gives possession of the Products and Services directly to the Customer or possession of the Products and Services is given to a carrier, courier, or other bailee for purposes of transmission to the Customer.
- 7.3 The time agreed for delivery shall not be an essential term of this contract unless the Customer gives written notice to A2Z making time of the essence.
- 7.4 Where A2Z delivers Products and Services to the Customer by instalments and A2Z fails to deliver or supply one or more instalments the Customer shall not have the right to cancel the contract.

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

- 8.1 Title in any Products and Services supplied by A2Z passes to the Customer only when the Customer has made payment in full for all Products and Services provided by A2Z and of all other sums due to A2Z by the Customer on any account whatsoever. Until all sums due to A2Z by the Customer have been paid in full, A2Z 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 Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Products and Services shall remain with A2Z until the Customer 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 assigned to A2Z as security for the full satisfaction by the Customer of the full amount owing between A2Z and Customer.

The Customer gives irrevocable authority to A2Z to enter any premises occupied by the Customer or on which Products and Services are situated at any reasonable time after default by the Customer or

before default if A2Z 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. A2Z shall not be liable for any costs, damages, expenses or losses incurred by the Customer 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. A2Z may either resell any repossessed Products and Services and credit the Customer'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 Customer's account with the invoice value thereof less such sum as A2Z reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.

- 8.3 Where Products and Services are retained by A2Z pursuant to clause 0 the Customer 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.

8.4 The following shall constitute defaults by the Customer:

- 8.4.1 Non payment of any sum by the due date.
- 8.4.2 The Customer intimates that it will not pay any sum by the due date.
- 8.4.3 Any Products and Services are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Products and Services.
- 8.4.4 Any Products and Services in the possession of the Customer are materially damaged while any sum due from the Customer to A2Z remains unpaid.
- 8.4.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distains against any of the Customer's assets.
- 8.4.6 A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.
- 8.4.7 Any material adverse change in the financial position of the Customer.

- 8.5 If the Credit Repossession Act applies to any transaction between the Customer and A2Z, the Customer has the rights provided in that Act despite anything contained in these terms and conditions of trade.

9. SECURITY INTEREST FOR SERVICE PROVIDERS

- 9.1 The Customer gives A2Z a security interest in all of the Customer's present and after-acquired property that A2Z has performed services on or to or in which goods or materials supplied or financed by A2Z have been attached or incorporated.

10. PAYMENT ALLOCATION

- 10.1 A2Z may in its discretion allocate any payment received from the Customer towards any invoice that A2Z determines and may do so at the time of receipt or at any time afterwards and on default by the Customer may reallocate any payments previously received and allocated. In the absence of any payment allocation by A2Z, payment shall be deemed to be allocated in such manner as preserves the maximum value of A2Z's purchase money security interest in the Products and Services.

11. DISPUTES AND RETURN OF GOODS

- 11.1 No claim relating to the Products and Services will be considered unless made within seven (7) days of delivery.
- 11.2 No Products will be accepted for return by A2Z without prior approval of A2Z. Any Products being considered for return will only be accepted for return if they are in original resalable condition and packaging. A restocking fee of 10% will apply.

12. LIABILITY

- 12.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon A2Z 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 A2Z, A2Z'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.
- 12.2 Except as otherwise provided by clause 12.1 A2Z shall not be liable for:
 - 12.2.1 Any loss or damage of any kind whatsoever including consequential loss whether suffered or incurred by the Customer 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 A2Z to the Customer; and
 - 12.2.2 The Customer shall indemnify A2Z 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 A2Z or otherwise, brought by any person in connection with any matter, act, omission, or error by A2Z its agents or employees in connection with the Products and Services.

13. WARRANTY

- 13.1 Manufacturer's warranty applies where applicable.
- 13.2 Any written warranty that A2Z provide to the Customer will also form part of these terms and conditions of trade.

14. CONSUMER GUARANTEES ACT

- 14.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Products and Services from A2Z for the purposes of a business in terms of section 2 and 43 of that Act.

15. HIRE OF EQUIPMENT

- 15.1 Where equipment is hired from A2Z:
 - 15.1.1 The Customer shall not part with the possession of the equipment and shall not sublet, or sell, or attempt to alienate the equipment in any way, or deal with the equipment in any way that may be prejudicial to A2Z.
 - 15.1.2 The Customer shall be liable for any damage to or loss of the equipment hired however caused and in the event of any equipment being damaged, lost or stolen the Customer shall pay to A2Z the cost of making good the repair to the equipment or the cost of replacing the equipment whichever is the lesser.
 - 15.1.3 Except where waived in this contract the Customer shall be liable for any damage to or loss of the equipment however caused AND in the event of any equipment being damaged or lost the Customer shall pay to A2Z the cost of making good the repair to the equipment or the cost of replacing the equipment whichever is the lesser; and
 - 15.1.4 Without prejudice to any other remedies available to A2Z and notwithstanding any period of hire specified, A2Z may terminate this hire contact at any time.

16. MISCELLANEOUS

- 16.1 A2Z 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 A2Z 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 A2Z 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.
- 16.4 The client shall not assign all or any of its rights or obligations under this contract without the written consent of A2Z.

Signed

Print Name

Date