

ACCOUNT APPLICATION FORM

ENTITY DETAILS

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

(Please tick one)

- Sole Trader Individual Partnership Ltd Company
- Other

(please state): _____

Trading as _____

Postal address _____

Physical address _____

Email for invoices & statements _____

Telephone _____

Contact name and position _____

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

1. _____ Address: _____

2. _____ Address: _____

If Limited Liability Company, address of Registered Office: _____

Date of Incorporation: _____ Incorporation Number: _____

TRADE REFERENCES

COMPANY	CONTACT NAME	PHONE NUMBER	ACCOUNT OPEN SINCE

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 3D Industrial Ltd 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 authorized to enter into this application and future contracts on behalf of the Client. 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.

If the applicant is a company, then this application form must be signed by a director of the company.

Signed _____

Print name _____

Designation _____

Dated this _____ day of _____

1. DEFINITIONS

- 1.1 "3D Industrial Ltd" shall mean 3D Industrial Ltd, 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 3D Industrial Ltd.
- 1.3 "Confidential Information" means:
 - 1.3.1 All information and material (of any nature and in any form or media) which is made available (directly or indirectly, and before, on or after the date of this agreement) by or on behalf of 3D Industrial Ltd or is otherwise obtained by or on behalf of the Client, and is by its nature confidential, or the Client knows, or ought to know, is confidential (including information disclosed orally); and
 - 1.3.2 includes (but is not limited to):
 - a. unpatented inventions, concepts, trade secrets, technical and operational information, formulae, graphics, drawings, designs, software, source code, object code, samples, models, product and marketing material and information, financial information, customer information, suppliers' details and internal communications;
 - b. information that relates to, or is confidential in relation to, a third party, if the discloser is under an obligation of confidence to that third party in relation to that information;
 - c. information that concerns the terms of this agreement; or
 - d. information obtained or developed in whole or in part through observation or examination of Confidential Information, demonstrations, or materials supplied by 3D Industrial Ltd or any analyses, compilations, studies or other information which incorporates Confidential Information.
- 1.4 "Drawings" means any drawings, illustrations or specifications to enable or assist manufacture or contemplated manufacture of a Product or contemplated product for the Client.
- 1.5 "Intellectual Property" includes:
 - 1.5.1 inventions, discoveries and novel designs, whether or not registered or registrable as patents or designs, including developments or improvements of equipment, products, technology, processes, methods or techniques;
 - 1.5.2 copyright (including future copyright) throughout the world in all literary works, artistic works, computer software, and any other works or subject matter in which copyright subsists and may in the future subsist; and
 - 1.5.3 trade marks (whether registered or unregistered).
- 1.6 "Products" shall mean:
 - 1.6.1 All Products of the general description specified on the front of this agreement and supplied by 3D Industrial Ltd to the Client; and
 - 1.6.2 All Products supplied by 3D Industrial Ltd to the Client; and
 - 1.6.3 All inventory of the Client that is supplied by 3D Industrial Ltd; and
 - 1.6.4 All Products supplied by 3D Industrial Ltd and further identified in any invoice issued by 3D Industrial Ltd to the Client, which invoices are deemed to be incorporated into and form part of this agreement; and
 - 1.6.5 All Products that are marked as having been supplied by 3D Industrial Ltd or that are stored by the Client in a manner that enables them to be identified as having been supplied by 3D Industrial Ltd; and
 - 1.6.6 All of the Client's present and after-acquired Products that 3D Industrial Ltd has performed work on or to or in which goods or materials supplied or financed by 3D Industrial Ltd have been attached or incorporated.
 - 1.6.7 The above descriptions may overlap but each is independent of and does not limit the others.
- 1.7 "Officer" means an employee, agent, advisor, contractor, nominee or representative of either party.
- 1.8 "Products" shall also mean all products, goods, services and advice provided by 3D Industrial Ltd to the Client and shall include without limitation the manufacture and supply of products and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Products by 3D Industrial Ltd to the Client.
- 1.9 "Price" shall mean the cost of the Products as agreed between 3D Industrial Ltd and the Client and includes all disbursements eg charges 3D Industrial Ltd pay to others on the Client's behalf subject to clause 4 of this contract.
- 1.10 "Tools" means tools, moulds, models, fixtures, machines and jigs needed or created for manufacturing the Products.

2. ACCEPTANCE

- 2.1 Any instructions received by 3D Industrial Ltd from the Client for the supply of Products 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 3D Industrial Ltd 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 provided by 3D Industrial Ltd to any other party.
- 3.2 The Client authorises 3D Industrial Ltd 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 and/or their assignee, are authorities or consents for the purposes of the Privacy Act 1983.

4. PRICE

- 4.1 Where no price is stated in writing or agreed to orally the Products shall be deemed to be sold at the current amount as such Products are sold by 3D Industrial Ltd 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 that is beyond the control of 3D Industrial Ltd between the date of the contract and delivery of the Products.

5. PAYMENT

- 5.1 Unless immediate payment is required on delivery payment for Products shall be made in full on or before the 20th day of the month following the date of the invoice ("the due date").
- 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 3D Industrial Ltd 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.
- 5.4 A deposit may be required.

6. QUOTATION

- 6.1 Where a quotation is given by 3D Industrial Ltd for Products:
 - 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 3D Industrial Ltd reserves the right to alter the quotation because of circumstances beyond its control.
- 6.2 Where Products are required in addition to the quotation the Client agrees to pay for the additional cost of such Products.

7. INTELLECTUAL PROPERTY

- 7.1 This agreement does not affect ownership of Intellectual Property that is owned by a party prior to the commencement of this agreement or when the Client first makes contact with 3D Industrial Ltd, and improvements or modifications to that Intellectual Property.
- 7.2 Unless otherwise agreed in writing between the parties, 3D Industrial Ltd owns all Intellectual Property in the Drawings, Tools, Products and any other Intellectual Property created by 3D Industrial Ltd or its Officers in connection with the manufacture or supply of Products for the Client and improvements or modifications to that Intellectual Property. If any act is required to be done by the Client to give effect to this clause, or to perfect 3D Industrial Ltd's right, title and interest in the related Intellectual Property, the Client must perform (or require its Officers to perform) such acts (including, without limitation, executing any document) at the request of 3D Industrial Ltd.
- 7.3 If 3D Industrial Ltd or its Officers create or supply Drawings, the Client acknowledges that 3D Industrial Ltd is and remains the owner of those Drawings and related Intellectual Property. If 3D Industrial Ltd or its Officers supply the Client with Drawings, those Drawings are subject to a non-exclusive, non-transferrable licence for the Client (only) to use the Drawings for the intended purpose only and for the related Product to be supplied by 3D Industrial Ltd. The Client is not permitted to use Drawings for itself or someone else to manufacture products or for any other purpose, nor to sell, transfer or divulge them to anyone without 3D Industrial Ltd's prior written consent.
- 7.4 If the Client supplies 3D Industrial Ltd with Drawings to enable 3D Industrial Ltd to manufacture and supply to Client a Product under this agreement, the Client grants to 3D Industrial Ltd and its Officers a licence to manufacture the Product using those Drawings.
- 7.5 The Client agrees that the Products supplied to the Client under this agreement incorporate Intellectual Property of 3D Industrial Ltd and the Client agrees not to reverse engineer the Products or copy the related Intellectual Property, Drawings or Tools.
- 7.6 The Client indemnifies 3D Industrial Ltd in relation to any loss, damage, costs or expenses that 3D Industrial Ltd suffers or incurs as a result of any breach of the intellectual property provisions of this agreement by the Client or its Officers.

8. CONFIDENTIALITY

- 8.1 The Client must, unless it has the prior written consent of 3D Industrial Ltd:
 - 8.1.1 maintain the confidentiality of the Confidential Information;
 - 8.1.2 put in place and maintain adequate measures to safeguard the Confidential Information and to prevent unauthorised access or use;
 - 8.1.3 use, at a minimum, the same degree of care with respect to its obligations under this agreement as it employs with respect to its own most highly confidential or proprietary information, but in no event less than reasonable care;

- 8.1.4 not disclose Confidential Information, except if required by law or if disclosure to its Officers is necessary to carry out the Client's obligations under this Agreement or to enforce the terms of this agreement, provided that:
- a. such Officers are aware of, and comply with, the provisions in this agreement concerning Confidential Information; and
 - b. the Client is jointly and severally liable for any breach of this agreement by its Officers or any other person to whom it discloses any of the Confidential Information.
- 8.2 All Confidential Information and any derivations of it, including any Intellectual Property that subsists in any part of the Confidential Information, remain and are the sole and exclusive property of 3D Industrial Ltd.
- 8.3 The Client indemnifies 3D Industrial Ltd in relation to any loss, damage, costs or expenses that 3D Industrial Ltd suffers or incurs as a result of any breach of the Confidential Information provisions of this Agreement by the Client or its Officers.

9. TITLE

- 9.1 Title in any Products supplied by 3D Industrial Ltd passes to the Client only when the Client has made payment in full for all Products provided by 3D Industrial Ltd and of all other sums due to 3D Industrial Ltd by the Client on any account whatsoever. Until all sums due to 3D Industrial Ltd by the Client have been paid in full, 3D Industrial Ltd has a security interest in all Products. This excludes title to related Intellectual Property held by 3D Industrial Ltd under clause 8, which will remain with 3D Industrial Ltd.
- 9.2 If the Products are attached, fixed, or incorporated into any property of the Client, by way of any manufacturing or assembly process, title in the Products shall remain with 3D Industrial Ltd until the Client has made payment for all Products, and where those Products are mixed with other property so as to be part of or a constituent of any new Products, title to these new Products shall be deemed to be assigned to 3D Industrial Ltd as security for the full satisfaction by the Client of the full amount owing between 3D Industrial Ltd and Client. This excludes title to related Intellectual Property held by 3D Industrial Ltd under clause 8, which will remain with 3D Industrial Ltd.
- 9.3 The Client gives irrevocable authority to 3D Industrial Ltd to enter any premises occupied by the Client or on which Products are situated at any reasonable time after default by the Client or before default if 3D Industrial Ltd believes a default is likely and to remove and repossess any Products and any other property to which Products are attached or in which Products are incorporated. 3D Industrial Ltd 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. 3D Industrial Ltd may either resell any repossessed Products 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 credit the Client's account with the invoice value thereof less such sum as 3D Industrial Ltd reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.

10. PERSONAL PROPERTY SECURITIES ACT 1999

- 10.1 The Client gives 3D Industrial a security interest in all of the Client's present and after-acquired property that 3D Industrial has performed services on or to or in which Products or materials supplied or financed by 3D Industrial have been attached or incorporated.
- 10.2 The Client shall:
- 10.2.1 On the request of 3D Industrial, promptly execute any documents and do anything else required by the Vendor to ensure that the security interest created in clause 9.1 constitutes a first ranking perfected security interest over the Product;
 - 10.2.2 Provide 3D Industrial with any information 3D Industrial reasonably requires to complete a financing statement or a financing change statement;
 - 10.2.3 Pay 3D Industrial all costs, expenses and other charges incurred, expended, or payable by 3D Industrial in relation to the filing of a financing statement or a financing change statement;
 - 10.2.4 Immediately notify 3D Industrial in writing of any changes to the Client's name; and
 - 10.2.5 Waive any right to receive a copy of a Verification Statement under the PPSA;
- 10.3 Where Products are retained by 3D Industrial Ltd pursuant to clause 8.3 the Client waives the right to receive notice under s.12 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.12.1 of the PPSA.
- 10.4 The Client agrees that nothing in sections 114(1)(a), 117(1)(c), 133 and 134 shall apply to this agreement.
- 10.5 The Client agrees that its right as debtor in sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA shall not apply to this Agreement.
- 10.6 If the Credit Repossession Act applies to any transaction between the Client and 3D Industrial Ltd, the Client has the rights provided in that Act despite anything contained in these terms and conditions of trade.
- 10.7 At all times 3D Industrial Ltd shall be entitled to recover from the client the value of goods (as invoiced) as a liquidated sum.

11. PAYMENT ALLOCATION

- 11.1 3D Industrial Ltd may in its discretion allocate any payment received from the Client towards any invoice that 3D Industrial Ltd 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 3D Industrial Ltd, payment shall be deemed to be allocated in such manner as preserves the maximum value of 3D Industrial Ltd's purchase money security interest in the Products.

12. LIABILITY

- 12.1 The Client acknowledges that both 3D Industrial Limited and the Client are in trade and that Product is both supplied and acquired in trade and that neither the Consumer Guarantees Act 1993 nor sections 9, 12A and 13 of the Fair Trading Act 1986 will apply to any supply of Products under these terms or to anything said done or omitted by 3D Industrial Ltd in connection with this agreement.
- 12.2 3D Industrial Ltd 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 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 or Drawings provided by 3D Industrial Ltd to the Client; and
- 12.2.2 The Client shall indemnify 3D Industrial Ltd 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 3D Industrial Ltd or otherwise, brought by any person in connection with any matter, act, omission, or error by 3D Industrial Ltd its agents or employees in connection with the Products or Drawings.
- 12.3 Any liability of 3D Industrial Ltd to the Client for whatever reason will in any event be limited to the cost of the Products in respect of which the liability is incurred.

13. WARRANTY

- 13.1 Any written warranty that 3D Industrial Ltd provides to the Client will also form part of these terms and conditions of trade.

14. RISK AND DELIVERY

- 14.1 Delivery of the Product shall be deemed complete when 3D Industrial hands possession and control of the Product to the Client or to a third party for the purposes of transmission to the Client.
- 14.2 Thereafter the Product is at the sole risk of the Client and all costs of insurance, freight and delivery shall be paid by the Client provided however that 3D Industrial shall be under no obligation to arrange any such insurance, freight or delivery on behalf of the Client.
- 14.3 The time agreed for delivery shall not be an essential term of this contract unless that is expressly agreed in writing.

15. DEFECTS

- 15.1 In the case of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote:
- 15.1.1 The Client shall inspect the Product on delivery and shall within five (5) days of delivery (time being of the essence) notify 3D Industrial;
- 15.1.2 The Client shall afford 3D Industrial an opportunity to inspect the Product within a reasonable time following delivery if the Client believes the Product is defective in any way; and
- 15.1.3 If the Client fails to comply with these provisions, the Product shall be presumed to be free of any defect or damage.
- 15.2 For defective Products, 3D Industrial' liability is limited to either (at 3D Industrial' discretion) replacing or repairing the Product.
- 15.3 The Product will not be accepted for return for any reason other than those specified in clause 16.1.

16. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

- 16.1 If the Client is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for 3D Industrial Ltd agreeing to supply Products 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 3D Industrial Ltd the payment of any and all monies now or hereafter owed by the Client to 3D Industrial Ltd and indemnify 3D Industrial Ltd 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.

17. MISCELLANEOUS

- 17.1 3D Industrial Ltd shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 17.2 Failure by 3D Industrial Ltd 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 3D Industrial Ltd has under this contract.
- 17.3 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.