

Application for Commercial Credit

1 Full trading name of applicant:

Trading Address:

Delivery Address:

A/C Ref No:

Telephone Number:

Fax Number:

2 If Limited Company or Public Limited Company: Address of Registered Office:
Company Registration No:
VAT Registration No:
Year of incorporation:

3 If Partnership give full names (not initials) and private addresses of ALL Partners:

A
B
C
D

Year of Commencement: VAT Registration No:

4 Name of Bank:
Address of Bank:

5 References: Name, Address and Telephone No. of 2 principal suppliers:

(Supplier 1) Value of Annual Purchases £
(Supplier 2) Value of Annual Purchases £

6 Please state maximum credit requirement:

7 Full Name of your Managing Director / Senior Partner:

8 Full Name of person responsible for payment of accounts:

9 **DECLARATION BY CREDIT APPLICANT**
We hereby request you to open a credit account.
Director's/Partner's Declaration:-
I, being an authorised officer of this business, have read the terms and conditions of trading (overleaf) and do agree to them and that payment of all accounts will be received by you (our supplier) within these terms.
I/ We appreciate that adherence to this obligation is the essence of the contract between us.

Signed Name (please print) Date

Terms & Conditions

The following conditions apply to all orders made with ID Management Systems. Please read them carefully and let us know if you are unsure about what they mean or need to discuss anything about them.

1: Interpretation

"We" or "the company" means ID Management Systems.

"You" or "the buyer" means the person or company ordering, hiring or buying goods from the company.

"The goods" means the items or services being supplied by the company.

"The contract" means any contract agreed between the company and the buyer for the supply of goods and services, subject to these conditions.

2: Application of Terms

The contract is agreed when we acknowledge receipt and confirmation of your order. Until then, there is no contract in place with us. If you wish to order subject to terms other than ours, you should discuss it with us first. No agreement is in place until we formally agree to this. Acceptance of delivery of the goods by the buyer shall constitute acceptance of the company's offer and the contract of sale shall be deemed accepted. No other agreement should be considered to supersede those terms, unless it is explicitly agreed in writing by the company.

3: Description

The nature, description and quantity of the goods supplied shall be as detailed in the company's quotation or acknowledgement of your order. Any details, samples, descriptions or specifications supplied prior to that point are to be considered purely as giving an approximate idea of the goods described. They do not formally represent part of the contract. This is not a sale by sample.

4: Delivery

Any dates provided by the company for delivery of the goods are intended to be an estimate, though we do aim to supply them within that time-frame. If no dates are specified, we will aim to deliver the goods as soon as is reasonably possible.

Special order, end of line or discontinued products ordered by the buyer are subject to a 35% restocking fee if cancelled or full payment must be made.

Unless otherwise states, the company is not liable for any direct, indirect or consequential loss, costs, damages or expenses caused by any delivery in the delivery of the goods (even such as could be caused by negligence from the company), nor shall such delay entitle the buyer to terminate the contact, unless it exceeds 180 days. Please note, loss includes, without limitation, things such as economic loss, loss of profits or business, or depletion of good will.

If despatch of the goods is delayed because of unwillingness or inability by the buyer to arrange delivery, or to make due payments prior to despatch, or if the buyer does not accept delivery of the goods when they are ready, or has supplied insufficient or inappropriate instructions for delivery, then they may be deemed liable for any additional costs incurred for storage of the goods or their redelivery, without limitation, including storage, transit and insurance.

In the event that the goods supplied are of a quantity variance of 5% plus or minus of the total quantity, the buyer is not entitled to object or reject the goods on the basis of oversupply or shortfall and they shall be liable to pay for them at the previously agreed rate and quantity.

In certain circumstances, the company may deem it suitable to deliver the goods in instalments. If this happens the goods will be invoiced in line with each instalment and the buyer will pay for them as agreed. Each instalment will be considered a separate contract and cancellations or terminations relating to one does not entitle the buyer to cancel or terminate the rest.

The buyer is obliged to examine the goods as soon as they receive them. We reserve the right to reject claims in respect to shortages or damage if we are not notified of them in writing within seven days of the delivery.

5: Non-Delivery

The details of the consignment recorded by us upon despatch of the goods should be regarded as firm evidence of the quantity of goods provided, unless the buyer can provide conclusive evidence to the contrary.

The company's liability for non-delivery of goods shall be limited to replacing them within a reasonable time, or issuing a credit note at the previously agreed rate against any invoices for the goods.

6: Title & Risk

The buyer assumes risk for the goods from the time of delivery. Notwithstanding the passing of risk and delivery, the goods shall remain the property of the company until we have received full payment for them from the buyer under the contract.

Until payment is made the buyer shall possess all goods and items on a fiduciary basis as the company's bailee. The buyer shall store and retain such goods at no cost to the company and ensure that they are clearly identified as being the property of the company. They should also not destroy, deface or conceal any identifying marks or packaging relating to or on the goods and shall be liable for maintaining them in a condition that is satisfactory to the company. They should also ensure that they are properly insured for them at their full value and should provide details of this insurance at the company's request.

If any of the goods are used as material for, mixed with or incorporated into other goods or materials before payment has been made, the property (but not the risk) shall pass to the company at that point and shall remain with them until payment for all goods has been made.

The buyer may choose to sell on behalf of the company any goods which remain the property of the company because of their status in the contract. The buyer will be under a fiduciary obligation

and the company will be entitled to account for the proceeds of any such sale. The company will also be entitled to claim from the buyer's customer any monies unpaid by the customer and the company will be entitled to retain any surplus monies recovered from the customer to cover all costs and expenses. Any excess beyond this may be returned to the buyer.

The right to possession of the goods by the power shall be immediately terminated if:

The buyer is subject to a bankruptcy note or enters into an arrangement or composition with their creditors, or in any other way takes benefit of a statutory provision in regards to relief of insolvent debtors or as a corporate body convenes a formal or informal meeting with creditors, or if they enter into liquidation, be it voluntary or compulsory in nature, with the exception of a solvent voluntary liquidation that is specifically for the purpose or reconstruction and amalgamation. This also covers the event that the buyer has a receiver, administrator or administrative receiver appointed to it, or has documents filed with the courts for the appointment of an administrator, or notice of intention of such is given by the buyer or its directors or another qualifying charge holder (as defined in Schedule B1, paragraph 14 of the Insolvency Act of 1986), or a petition or resolution is presented to any court for the winding up of the buyer, or for the granting of an administration order, or if any proceeding are commenced relating to their potential insolvency.

The buyer charges or in any way encumbers the goods.

The buyer suffers or allows any execution, whether equitable or legal to be levied on or against the property, or fails to perform or observe their obligations under the contract or any other agreements that are in place between them and the company, or are found to be unable to pay their debts within the terms of Section 123 of the Insolvency Act 1986, or ceases trading.

If the buyer has any overdue payments with the company, the company may without prejudice to any of its other legal rights and remedies resell and recover all or any such goods and reserves the right to enter the buyer's premises to do so.

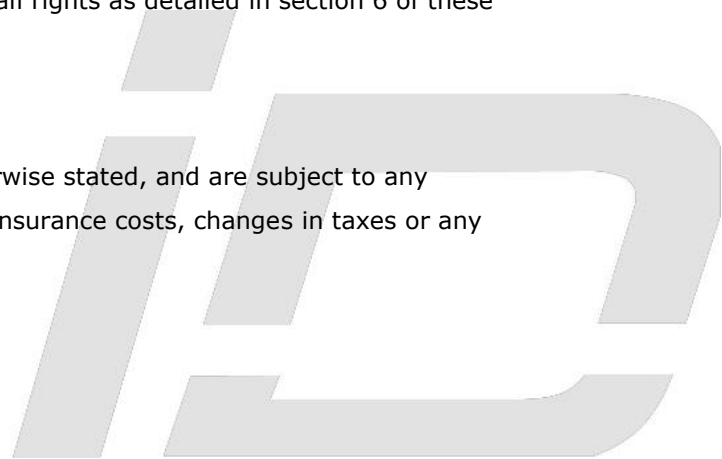
The buyer grants the company, its agents and employees the irrevocable license to enter their premises or other location where the goods are stored in order to inspect them, or in the event that the buyer's right to possession has been terminated, recover them.

In the event that the company is not able to determine that goods are the specific goods which are subject to the termination of the buyer's right to possession, the buyer shall be deemed as having sold all goods supplied by the company and shall be liable to make payment for them in full.

Upon termination of the contract, the company retains all rights as detailed in section 6 of these terms, but the buyer does not.

7: Price

All prices are exclusive of VAT and delivery unless otherwise stated, and are subject to any possible increase required to include delivery charges, insurance costs, changes in taxes or any



duties or levies that may be charged in relation to the contract, as well as any possible expenses incurred by the company as a result of things including but not limited to delays, insufficient information, import costs, exchange rates or any other factors beyond the company's control. The company reserves the right to vary and modify the specification of any items, or to withdraw them from sales without any prior notice. This document does not in itself represent any offer of sale.

8: Preliminary Work

Any and all work carried out in addition to that specified in the relevant quotation or order, whether as testing and experimentation or as part of the final contract is liable to be charged for.

9: Payment

Unless there is an existing agreement to the contrary in place, payment for orders is required in advance of despatch of the goods. No payment shall be deemed to have been received until the company has confirmation of the receipt of cleared funds.

In the event that the company offers terms for credit to the buyer, all invoices are due and payable within a strict thirty day period of the original sales. In the event of termination, all owed payments will become due immediately.

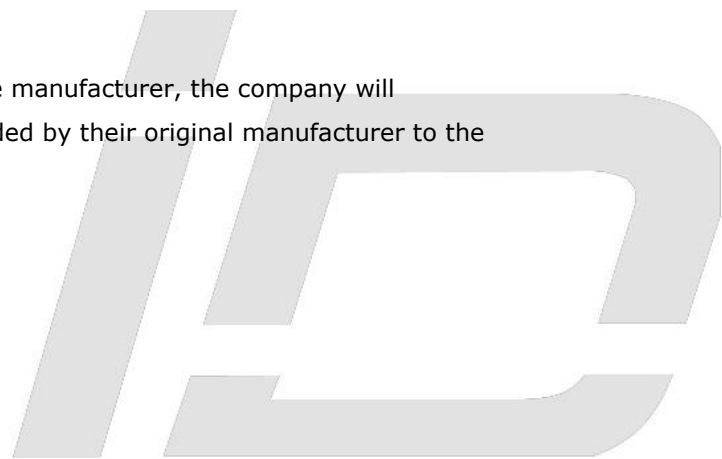
The buyer is required to make all payments in full without deduction whether by way of offset, discount, counterclaim or abatement unless the buyer has a valid court order requiring an amount equal to that deduction to be paid by the company to the buyer.

If the buyer fails to pay the company any sum due pursuant to the contract, the buyer shall, without prejudice to any other right of the company, be liable to pay interest to the company of money owed from the due date at an annual rate of 4% above the base lending rate of the National Westminster Bank, accrued on a daily basis until full payment is made, whether it is before or after any judgement.

No disputes concerning the goods or parts of them or any other work or contractual obligations between the buyer and the company can in any case affect the buyer's obligation with regard to payment or any part of them. In the event that any part of the goods or contracts is not paid for when due or works are delayed for any reason which is attributable to the buyer, or if the buyer incurs insolvency, liquidation, the appointment of a receiver or bankruptcy, the full price of the goods (less any sums already paid) shall immediately become due. The company may choose to cancel the contract or suspend the despatch of any remaining goods.

10: Quality

In the supply of goods for which the company is not the manufacturer, the company will endeavour to transfer any guarantee or warranty provided by their original manufacturer to the buyer.



Subject to the other provisions of these conditions, the company warrants that goods supplied will be of a satisfactory quality as defined by the Sale of Goods Act, 1979.

The company shall not be liable for any breaches of the warranty listed in these conditions unless the buyer gives written notice within seven days of receipt of the goods and the defect is a direct result of damage in transit and the company is given a reasonable opportunity to receive and examine the goods. It is the responsibility of the buyer to return the goods to the company if an agreement to do so is entered into with the company.

The company will be not be liable for a breach of the warranty if the buyer continues to make use of the goods after notice has been given of the defect, or if the defect arises because the buyer has not followed written or oral instructions from the company or the original manufacturer of the goods in regard to their storage, use, commission, installation or maintenance or good trade practice (as such applied), or if the buyer repairs or alters the goods without written consent from the company.

Subject to the above, if the goods supplied do not conform with their warranty the company will at its option repair or replace such goods or parts thereof or refund the price of the goods at the agreed rate, on condition that if the company requests the buyer returns the defective goods or part to the company. The company may choose to bear the expense of their shipment.

If the company complies with its responsibility in these conditions, they shall have no further liability for any defective goods or the breach of their warranty.

11: Defective Goods

A returns merchandise authorisation (RMA) number must be requested from the company before any goods may be returned. Discussing the problem with the company may make it possible to resolve the issue without their return being needed.

Defective or problem issues with product should be reported to first line of contact, ID Management Systems technical support immediately who will open a case and provide support either directly through the company resources or may result in the manufacturer being notified and support from the manufacturer. No such direct contact with the manufacturer should be made without making the supplier (ID Management Systems) aware in writing of any issues. This enables the company (ID Management Systems) to ensure all support calls are carefull monitored and addressed with any assistance needed. On confirmation of any return of product:

A copy of the original invoice should be included with returned goods, and the RMA should be clearly marked both on it and the shipping label attached to the goods.

Goods to be returned must be in their complete original packaging and in an intact and resaleable condition. If this is not complied with, the goods may be refused or a restocking fee (typically 15-25%) may be charged against them at the companies discretion.

It is the responsibility of the buyer to ensure that all goods in shipment are properly insured and the company is not responsible for goods being returned that are lost or damaged in transit.

12. Trade in agreements

Trade in's for products are based on a refund or credit note of a specified agreed amount against another agreed product selling price. This agreement will be set out in writing at the point of sale but subject to the following:

Trade in products must be supplied to the company (ID Management Systems) no later than 7 days following receipt of the new product being delivered. The customer must ensure that goods agreed as a trade-in must be delivered to ID Management Systems, at the customers expense and via recorded delivery as we cannot be held responsible for items that fail to arrive from the customer. Any trade-in product not returned within the 7 day period will result in the customer being invoiced at the full amount without any trade-in deduction that was agreed at the point of sale. Trade-in's not returned within the 7 day period will be subject to a fee of £5.00 per day, per item after the seven day exclusion has expired.

13: Limitation of Liability

Subject to the conditions listed above, the following sets out the financial liability of the company, including those incurred by acts or omissions of its employees, sub-agents and contractors, to the buyer with regard to any breach of the condition, or of any use or resale of the goods by the buyer, or of any product included in the goods, and any representation, statement, act of tort or omission, including negligence, arising from or connected to the contract.

All conditions, warranties and terms implied by statute and common law, save for those implied by Section 12 of the Sale of Goods Act 1979, are to the fullest extent permissible by the law, excluded from this contract.

The liability of the company is not limited or excluded by this conditions with regard to death or injury caused by negligence on the part of the company with regard to section 2(3) of the Consumer Protection Act 1987. This also extends to any other matter which it would be illegal for the company to attempt to exclude any liability. This includes both fraud and fraudulent misrepresentation.

Subject to the above conditions, the company's total liability in contract or tort, including negligence and breach of statutory duty or misrepresentation arising from the performance of intended performance of the contract shall be limited to replacing faulty items or issuing a credit note with respect to them, or granting of a full or partial refund. The company shall not be liable to the buyer for any loss, be it pure economic, business, depletion of goodwill or otherwise, whether they may arise as a direct, indirect or consequential result. We are also not liable for any claims of compensation, howsoever caused, which arise from or are related to the contract.

14: Maintenance Contracts & Call outs

We reserve the right to suspend or cancel services and maintenances which have been unpaid.

Maintenance contracts are specifically subject to the buyer ensuring that only authorised consumables have been used with any item. In the event that unauthorised consumables are used the contract is subject to cancellation without refund or abatement.

Maintenance contracts are subject to annual renewal, costed per annum, unless the buyer gives written notice of their intention not to renew. Cancellation of contracts must be made by written notice, of which receipt must be confirmed, to the company at least 90 days prior to the expiration date. Call outs for not at fault issues are charged at a daily rate of £450 plus expenses.

15: Hire & Loan Equipment

In agreeing to accept any loan or hire equipment offered by the company, the buyer agrees to be fully subject to the conditions of this clause.

The buyer accepts total responsibility for all goods whether hired or loaned from the company as soon as it accepts delivery of them. The buyer is required to arrange for goods to be fully insured for theft or damage during transit and for the complete duration of the hire or loan period, including return transit. The period is deemed finished once the company has accepted the goods back and confirmed that they are complete and undamaged.

If any part or accessory of the goods are missing or damaged on receipt of the goods, it is the responsibility of the buyer to notify the company immediately in writing. Failure to do so will mean automatic assumption of the liability for them on the part of the buyer.

Unless approved otherwise by the company, all loans and hires are for a maximum term of fourteen days. The buyer will be liable for any additional charges if they retain goods for longer than the initially agreed term.

The buyer is responsible for paying all costs involved in returning the goods to the company at the end of the period. The company reserves the right to request the goods be returned at any time within the period. If the goods are not returned within three days of the company making a written request to this effect, the buyer shall be liable for the full value of the goods as determined by the company.

16: Force Majeure

In the event of anything that the company deems to be covered by force majeure, the company reserves the right to cancel, vary or suspend the operation of the contract. This includes, without prejudice to the generality of the foregoing, fire, floods, storm, breakdowns, epidemic, strikes, civil disturbance, hostilities, non-availability of goods or any other event which is outside of the control of the company. The company shall not be held liable for any possible breach of contract that may arise from such an event.

17: Cancellation

In the below listed circumstances, the company reserves the right to withhold or cancel any delivery or services under the contract and reserves the right to recover all losses resultant from the buyer.

If the buyer fails in making payment to the company by an specified due date.

If the buyer enters into a creditors agreement, or has a receiver appointed, or passes a resolution for winding up or has such an agreement imposed by a court order, or begins bankruptcy proceedings.

If the buyer is in breach of any of the terms or conditions listed here, notwithstanding previous occasions on which such rights may have been waived. The exercise of rights listed under Clause 15 here shall be without prejudice to other rights of remedy available to the company.

18: General

Individual and separate rights of remedy available to the company are without prejudice to other rights or remedy.

If any provision or detail of the contract is found by a relevant tribunal, court or administrative body to be in whole or part illegal, invalid, void, unreasonable or unenforceable it shall to the extent of each such detail be deemed severable, without impact upon the remainder of such contract, which will continue in full force and effect.

In the event that the company delays or fails to enforce any provision of the contract, it shall not be interpreted as a waiver of any or all terms of this contract.

If an individual waiver of an aspect of the terms and conditions is granted, or if the company is in breach of them, the buyer shall not be granted any waiver of subsequent terms and conditions and this shall in no way effect the remainder of the contract. The parties of the contract do not intend that the terms of the contract will be enforceable to any persons not a part to it, as defined by the Right of Third Parties Act of 1999.

The detail, formation, existence, performance and construction of all aspects of the contract shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.

