

TERMS OF TRADE

1st Impression Signs Ltd - T/A Brand Boost Solutions or BBS Timaru
83 Hilton Highway
Washdyke
Timaru, 7910

1. Definitions

1.1 "1st Impression Signs Ltd" shall mean 1st Impression Signs Limited/Brand Boost Solutions 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 Services and Goods from 1st Impression Signs Limited.

1.3 "Services and Goods" shall mean all services, goods, products and advice provided by 1st Impression Signs Limited to the Customer and shall include without limitation all automotive, commercial and marine tinting and signage services and all charges for time and attendances, hire charges, insurance charges, or any fee or charge associated with the supply of Services and Goods by 1st Impression Signs Limited to the Customer.

1.4 "Price" shall mean the cost of the Service and Goods as agreed between 1st Impression Signs Limited and the Customer and includes all disbursements eg: charges 1st Impression Signs Limited pay to others on the Customer's behalf subject to clause 4 of this contract.

2. ACCEPTANCE

2.1 Any instructions received by 1st Impression Signs Limited from the Customer for the supply of 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 1st Impression Signs Limited to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness or enforcing any rights under this contract.

4. PRICE

4.1 Where no price is stated in writing or agreed to orally the Services and Goods shall be deemed to be supplied at the current amount as such Services and Goods are supplied by 1st Impression Signs Limited at the time of the contract excluding GST.

4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Services and Goods that is beyond the control of 1st Impression Signs Limited between the date of the contract and delivery of the Services and Goods.

4.3 Freight 1st Impression Signs Limited reserves the right to pass on any and all freight costs in acquiring and delivering Services and Goods to the Customer

5. PAYMENT

5.1 Payment for Services and Goods shall be made in full on completion of work, unless otherwise stated and arranged with by Management.

5.2 Interest may be charged on any amount owing after the due date at the rate of 10% per month or part month.

5.3 Any expenses, disbursements and legal costs incurred by 1st Impression Signs Limited in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable legal fees or debt collection agency fees.

5.4 A 50% Deposit will be required on Services or Goods over the value of \$500.00 excl GST

6. QUOTATION

6.1 Where a quotation is given by 1st Impression Signs Ltd for Services and Goods:

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 1st Impression Signs Limited reserves the right to alter the quotation because of circumstances beyond it's control.

6.2 Where Services and Goods are required in addition to the quotation the Customer agrees to pay for the additional cost of such Services and Goods.

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

7.1 Title in any Service and Goods supplied by 1st Impression Signs Limited passes to the Customer only when the Customer has made payment in full for Services and Goods provided by 1st Impression Signs Limited and of all other sums due to 1st Impression Signs Limited by the Customer on any account whatsoever.

7.2 If Services and Goods are attached, fixed or incorporated into any property of the Customer so as to be part of a constituent of such property of the Customer then it is agreed that title to such property of the Customer shall be deemed to be assigned to 1st Impression Signs Limited as security for the full satisfaction by the Customer of the full amount owing between 1st Impression Signs Limited and the Customer.

7.3 It is further agreed by the Customer that until the Customer has paid in full all amounts due for Services and goods provided by 1st Impression Signs Limited , including all sums due to 1st Impression Signs Limited by the Customer on any account whatsoever, then 1st Impression Signs Limited has a security interest in all of the Customers property upon which Services and Goods supplied by 1st Impression Signs Limited are attached or incorporated and a security interest in all Services and Goods not paid for in full by the Customer.

7.4 The Customer gives irrevocable authority to 1st Impression Signs Limited to enter any premises occupied by the Customer or on which Services and Goods are situated at any reasonable time after default by the Customer or before default if 1st Impression Signs Limited believes a default is likely and to remove and repossess and Services and Goods and any other property to which Services and Goods are attached or in which Services and Goods are incorporated.

7.5 1st Impression Signs Limited 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.

7.6 1st Impression Signs Limited may either resell any repossessed Services and Goods or other property to which Services and Goods are attached or in which Services and Goods are incorporated and credit the Customer's account with the net proceeds of the sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Services and Goods or other property to which Services and Goods are attached or in which Services and Goods are incorporated and credit the Customer's account with the invoice value thereof less such sum as 1st Impression Signs Limited reasonably determines on account of wear and tear, depreciation, obsolescence, loss of profit and costs.

7.7 Where Services and Goods and any other property to which Services and Goods are attached or in which Services and Goods are incorporated are retained by 1st Impression Signs Limited pursuant to clauses 7.4, 7.5 and 7.6 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. GENERAL LIEN

8.1 the Customer agrees that 1st Impression Signs Limited may exercise a general lien against any property belonging to the Customer that is in the possession of 1st Impression Signs

Limited (hereafter referred to as "the property") for all sums outstanding under this contract and any other contract to which the Customer and 1st Impression Signs Limited are parties.

8.2 If the lien is not satisfied within seven (7) days of the due date 1st Impression Signs Limited may, having given notice of the lien at it's option either:

8.2.1 Remove the property and store it in such a place and in such a manner as 1st Impression Signs Limited shall think fit and proper and at the risk and expense of the Customer; or

8.2.2 Sell the property or part thereof upon such terms as it shall think fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for damage caused.

9. LIABILITY

9.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon 1st Impression Signs 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 1st Impression Signs Limited. 1st Impressions Signs 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.

9.2 Except as otherwise provided by clause 9.1 1st Impression Signs Limited shall not be liable for:

9.2.1 Any loss or damage of any kind whatsoever, arising from the supply of Services and Goods by 1st Impression Signs Limited to the Customer, 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 form Services and Goods provided by 1st Impression Signs Limited to the Customer; and

9.2.2 If contrary to the disclaimer of liability contained in these terms and conditions of trade 1st Impression Signs Limited is deemed liable to the Customer, following and arising from the supply of Services and Goods by 1st Impression Signs Limited to the Customer, the such liability is limited in it's aggregate to \$250.00.

10. WARRANTY

10.1 Manufacturer's warranty applies where applicable.

11. CONSUMER GUARANTEES ACT

11.1 The guarantees contained in the Consumers Guarantees Act 1993 are excluded where the Customer acquires Services and Goods from 1st Impression Signs Limited for the purposes of a business in terms of section 2 and 43 of the Act.

12. PERSONAL GUARANTEE OF COMPANY DIRECTOR

12.1 If the Customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for 1st Impression Signs Limited agreeing to supply Services and Goods and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to 1st Impression Signs Limited the payment of any and all monies now or hereafter owed by the Customer to 1st Impression Signs Limited and indemnify 1st Impression Signs Limited against non-payment by the Customer. ANY personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

13. MISCELLANEOUS

13.1 1st Impression Signs 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.

13.2 Failure by 1st Impression Signs 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 1st Impression Signs Limited has under this contract.

13.3 If any provision of this contract shall be valid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

14 AMENDMENTS TO TERMS AND CONDITIONS

14.1 We reserve the right to amend these terms and conditions from time to time. Amendments will be effective immediately upon notification on this web site. Your continued use of the web site following such notification will represent an agreement by you to be bound by the terms and conditions as amended.

15 COPYRIGHT

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