

REGISTERED/ COMPANY NAME: .....

TRADING NAME: .....

DELIVERY ADDRESS: .....

POSTAL ADDRESS: .....

POST CODE: .....

REGISTERED OFFICE: .....

Incorporation No: ..... No. of Years Trading: .....

Business Type:  Company  Partnership  Sole Trader  Trust

Is the Company Part of a Group?: Yes / No

Name and Address of Holding Company: .....

TYPE OF ACCOUNT BEING APPLIED FOR: **Cash A/C**

CONTACT NUMBERS: ..... (Phone) ..... (Fax) .....

SALES CONTACT PERSON: .....

SALES CONTACT EMAIL ADDRESS: .....

ACCOUNTS CONTACT PERSON: .....

ACCOUNTS CONTACT EMAIL ADDRESS: .....

PROFESSIONAL REFERENCES: Accountant: .....

Solicitors: .....

Bank: ..... Branch: ..... Acc No.: .....

NAMES OF DIRECTORS/PARTNERS/PRINCIPALS:

1. Name: ..... 2. Name: .....

Position: ..... Position: .....

Private Address: ..... Private Address: .....

A/H Phone: ..... A/H Phone: .....

If you are a Sole Trader, please supply:

Date of Birth: .....

Drivers License No.: .....

DESCRIPTION OF BUSINESS: (e.g. Retail, Systems Integrator etc.) .....

FROM WHOM ARE THE PRODUCTS YOU ARE LOOKING TO SOURCE FROM COMPUTER DYNAMICS LIMITED CURRENTLY PURCHASED?

COURIER COMPANY PREFERENCE  Courier Post  NZ Couriers

In these terms and conditions:

- a) "Seller" means **COMPUTER DYNAMICS LIMITED** and its agents, successors and assigns.
- b) "Buyer" means the person, firm, company or entity buying the Goods from the Seller.
- c) "Goods" means all Goods the subject matter of any contract for purchase between the Seller and Buyer, including where the context permits a resulting product into which the Goods are so incorporated, manufactured or commingled that their identity is lost in the resulting product.

#### 1. Contract

All Goods supplied by the Seller to the Buyer are supplied subject to the following Terms and Conditions of Sale which shall prevail despite any indication to the contrary by any person, agent or representative acting or purporting to act on behalf of the Seller.

#### 2. Supply of Goods

Goods will be supplied where either direct credit, cheque or credit card payment accompanies an order.

#### 3. Pricing

All prices listed are GST Exclusive unless otherwise stated. Prices are subject to change without notice.

#### 4. Payment

Payment, or proof of payment, is required by Computer Dynamics Limited prior to dispatch of goods. Payment may be made by direct credit, cash, cheque, AMEX, Visa or Mastercard. If payment is made by cheque, goods will be released on receipt of the cheque but will not be considered to be full payment until the cheque has been fully cleared through the banking system into Computer Dynamics Limited bank account.

#### 5 Delivery

The Seller shall use its best endeavours to arrange prompt delivery of goods ordered. Dates given by the Seller for delivery shall be deemed to be indicative only but will not be accepted as a condition of sale. If delivery of the goods is delayed for any reason whatsoever the Seller shall not be liable in any way for loss of revenue or profits or any consequential loss or damages for failure to deliver on such date.

#### 6. Freight and Handling

Goods are sold ex store with any freight and handling charges for the account of the Buyer. Goods returned from evaluation or for warranty claims must be consigned by the Buyer freight pre paid.

#### 7. Risk

Risk of any loss, deterioration or damage of or to the goods shall be borne by the Buyer from the time of despatch from the premises of the Seller. The Buyer shall insure and keep insured the goods to the full price against all risk until the Seller has received payment for the goods in full. The Seller will not be held liable for any damage, loss or delay occurring to goods in transit.

#### 8. Ownership of Goods

a) All goods shall remain the property of the Seller as legal and equitable owner pending cleared payment in full of all moneys due and owing in respect of the Goods owed by the Buyer to the Seller. The Buyer acknowledges that the Buyer is in possession of the Goods as bailee for the Seller pending payment in full of all moneys due to the Seller. Unless the Seller directs otherwise, the Buyer may dispose of any Goods to third parties by way of bona fide sale at full market value in its normal course of trading.

#### 9. Product Warranties

The Seller warrants all goods to be free from defect and, unless stated otherwise, such warranty shall be for a period of 12 months from date of purchase. The Seller shall, at its option, repair or replace any defective goods provided that the goods have not been subjected to improper use and that the claim is within the provisions of the warranty applicable to the respective products. Proof of date of purchase may be requested by the Seller to support any warranty claim. The specifications of all products are approximate and are subject to change without notice.

#### 10. Returns

The Seller will not accept the return of goods already invoiced unless any such return is arranged in advance. Where the Seller accepts returned goods a 20% restocking fee may be levied. Approval for credit returns must be requested on the Seller's Return Authority (RA) form within 14 days of receiving the goods. Approval for credit is at the Seller's exclusive discretion and any goods approved for return must be:

- Returned to the Seller within 7 days of receiving RA approval;
- Returned free into the Seller's store with all costs including the original shipping costs to the Buyer being payable by the Buyer;
- In "as new" condition in the manufacturer's original container, unsoiled and undamaged.

#### No credit will be issued for:

- Goods specifically imported or manufactured for the Buyer;
- Goods received without an approved RA.
- Goods returned more than 30 days from the invoice date.
- No cash refund will be given for goods returned and accepted by the Seller but a credit will be applied against the Buyers account.

#### 11. Errors and Omissions

The Seller shall not be liable for any errors or omissions or for incidental or consequential damages arising from the supply or use of any Goods supplied by the Seller.

#### 12. Exclusions of Liability

To the maximum extent permitted by law, the Seller shall not be liable for lost profits, loss of goodwill or any incidental or consequential damages. Further the Buyer agrees that in no case shall the liability of the Seller exceed the purchase price of the goods giving rise to any liability.

The above-named applicant ("the Buyer") accepts the Terms and Conditions of Sale (including any Special Conditions of Sale) as set out in the continuation of this form.

**SIGNED BY THE BUYER:**

Signed .....  
Name .....  
Email Address .....  
Title .....  
Date .....

**ACCEPTED AND SIGNED FOR ON BEHALF OF THE COMPUTER DYNAMICS LIMITED:**

Signed .....  
Name .....  
Date .....

**FOR OFFICE USE ONLY:**

Account Code .....  
Emailed Customer   
Catalogue/Written Confirmation   
Spread Sheet Complete   
Credit Card Authority   
Web Login Setup   
Expiry Date: .....