COMPUTER DYNAMICS

CREDIT APPLICATION

USE BLOCK LETTERS

Company ☐ Partnership ☐ Trust ☐ Sole Trader ☐ Gov ☐ Other ☐

Name of Customer / Entity:		NZCN:	
Trading Name: (if different to above)		NZBN:	

Name of Trustee: (if applicable)		NZCN:	
Name of Trust: (if applicable)		NZBN:	

Business Address: (not PO Box)					
Suburb:		State:		P/Code:	
Postal Address: (if different to above)					
Suburb:		State:		P/Code:	
Office Telephone:		Mobile:			
Business/Sales Contact:		Business/Sales Email:			
Nature of Business:		Accounts Payable Contact:			
Email Address: (invoices & statements)					
Bank Details - Account Name:		BSB:		A/c No.:	

How long business established: yrs Current ownership: yrs Business Premises: Owned ☐ Leased ☐

Has your business or a related business previously traded with our Company? Yes ☐ No ☐

Payment Terms: 20th of Month Following: **Credit Limit Requested: $**

To be completed by Sole Traders, Directors, Partners & Trustees

Full Name	Date of Birth	Private Residential Address	Driver's License No.	Mobile number

Trade References

Current Major Suppliers	Office Telephone	Avg Monthly Purchases	Comments

CREDIT FACILITY TERMS AND CONDITIONS (continued over page)

COMPLETING THIS CREDIT APPLICATION

In order to purchase goods from Rushmore Distributors (NZ) Ltd t/a Computer Dynamics NZBN 9429048522021 (**'Company'**, **'we'**, **'us'**, **'our'**), the applicant named in this credit application form (**'Customer'**, **'you'**, **'your'**) must accurately complete this credit application (**Credit Application**), including, if requested by us, the guarantee and indemnity deed poll given by a guarantor (**Guarantor**) set out below or separately accompanying this Credit Application (**Guarantee**).

1. We may accept or reject your Credit Application at our sole and absolute discretion. If your Credit Application is approved, we will notify you in writing of that approval and the maximum amount of approved credit (**Credit Limit**) that applies to your account (together, the **Credit Facility**). The credit terms and conditions set out below (**Credit Conditions**) will apply to your Credit Facility.
2. Whether or not your Credit Application is approved, our standard terms of sale, accessible at the following link https://cdlnz.com/terms-of-sale (**Terms of Sale**), as amended from time to time in accordance with its terms, will apply to our supply of goods to you.

CREDIT CONDITIONS

1. If the Company accepts this Credit Application, this Credit Application will form part of the contract between the parties for the purchase of goods, along with the Terms of Sale and any purchase order placed in accordance with the Terms of Sale (collectively comprising the **Contract**). Capitalised terms used but not defined in this Credit Application have the meanings given to those terms in the Terms of Sale.
2. The Customer warrants and represents that, at the time of submitting this Credit Application:
   a) the information provided by it in this Credit Application is true, accurate, correct, complete, and is not misleading in any respect;
   b) it is solvent and able to pay its debts as they fall due;
   c) it is not aware of any information that would give the Company reasonable grounds to suspect the Customer might suffer an Insolvency Event;
   d) it is not aware of any other material circumstance or event that would be likely to affect the consideration by the Company of whether to provide the Credit Facility;
   e) it has received, and has had the opportunity to receive, independent legal, tax, and financial advice in relation to this Credit Application prior to submitting it;
   f) it has full power and authority to enter into and comply with its obligations under this Credit Application and, where the Customer is a company, it is incorporated and has taken all necessary corporate action to enable it to enter into and comply with its obligations under this Credit Application;
   g) its obligations under this Credit Application are legal, valid, and binding obligations on the Customer, enforceable in accordance with its terms;
   h) no litigation is current or pending or, to the knowledge of the Customer, is threatened against the Customer.
3. The Customer must notify the Company in writing as soon as possible if:
   a) at any future time there is any change to the information provided by the Customer in this Credit Application;
   b) it is subject to, or it is likely to be subject to, an Insolvency Event or any other change in its legal status, ownership or control; or
   c) it becomes aware of any material circumstance or event that would be likely to have a material adverse effect on the Customer's Credit Facility.

NZ Credit Application – Issue No. 1 Issue date: 18/12/2024

4. Without limiting any rights or remedies the Company may have, the Company may reduce the Credit Limit, suspend or terminate the Credit Facility if any of the following occurs:
   a) the amount that the Customer owes the Company under the Contract exceeds the Credit Limit under the Credit Facility, and the Customer fails to remedy such overdraft within 7 days after the Company gives notice of the overdraft to the Customer;
   b) the Company reasonably suspects that the Customer is experiencing financial difficulties or may be unable to pay its debts as and when they fall due;
   c) the Customer defaults on any payment obligation under the Terms of Sale, and fails to remedy such default within 7 days after the Company gives it written notice of that default;
   d) the Customer breaches any material term of this Contract, which can be remedied, but is not remedied within 7 days after the Company gives it written notice of the breach;
   e) the Customer breaches any material term of this Contract which is incapable of remedy; or
   f) the Customer suffers an Insolvency Event.
5. If the Company exercises its rights under clause 4, all amounts incurred by the Customer against the Credit Facility at that time will become immediately due and payable under the Terms of Sale.
6. The Customer must, at the Company's request, promptly provide to the Company or its credit assessment bureau all information and documentation reasonably required by the Company for the purpose of determining whether to accept or reject this Credit Application.
7. The Customer agrees that the Company has a security interest (as defined in the *Personal Property Securities Act 1999* (NZ) (**PPSA**)) in all goods previously supplied by it to the Customer and all future goods it may supply to the Customer, and their proceeds. In that regard, title in and to the goods supplied to the Customer by the Company passes to the Customer on full payment in cleared funds for those goods. Until the Company receives full payment of cleared funds for those goods, as well as all other amounts owing to the Company by the Customer for those goods under any other contract:
   a) the Customer holds the goods as bailee for the Company and must not sell the goods except in the ordinary course of the Customer's business for market value;
   b) any proceeds received in relation to the sale of the goods must be held in trust by the Customer for the Company until the goods have been paid for in full; and
   c) in addition to any rights the Company may have under Chapter 4 of the PPSA, if the Customer commits a breach or default of a payment term, the Company may demand the return of the goods and shall be entitled without notice to the Customer and without liability to the Customer, to enter any premises where the Company suspects the goods may be located in order to search for and remove the goods without committing a trespass, even though they may be attached or annexed to other goods or land that is not the Company's property, and for this purpose the Customer irrevocably licences the Company to enter such premises, undertakes that it will procure any necessary authority to enter from any relevant person and also indemnify the Company from and against any loss that the Company suffers or incurs as a result of exercising its rights under this clause, except to the extent that such loss is caused by the Company's negligence or breach of the Contract.

   Additionally, by entering into the Contract, the Customer grants a security interest over all of its present and after-acquired property, as security for the performance of its obligations under the Contract. The Customer waives its right to receive any notice under the PPSA unless such notice is required by the PPSA and that requirement cannot be excluded.
8. In addition to the security interests provided for in clause 7, as security for its obligations and liabilities to the Company under the Contract, the Customer:
   a) charges by way of mortgage all of its legal and equitable interests held in all of its real property;
   b) agrees on request by the Company to execute any documents and do all things reasonably required by the Company to grant a registerable mortgage security over any of its real property;
   c) agrees that the Company has a right to register caveats over the Customer's interests in real property but acknowledges that the Company will only register caveats if in the Company's opinion:
      i) it is a reasonable step for the Company to take to protect its legitimate business interests to secure the payment of amounts due and owing to the Company by the Customer; and
      ii) it is not otherwise unreasonable or disproportionate in the circumstances; and
   d) agrees that in the event the Customer fails to deliver any documents requested by the Company, the Customer hereby appoints the Company to be the Customer's lawful attorney for the purposes of executing and registering such documents.
9. The Customer warrants and represents that, unless stated in this Credit Application, it is not the trustee of a trust. If the Customer is the trustee of a trust (**Trust**), this Credit Application applies to the trustee in its own capacity and in its capacity as trustee of the Trust. The trustee and its successors will be liable under the Contract to the extent that all the assets both present and future of the Trust will be available to satisfy the trustee's liabilities.
10. The Customer consents to the Company obtaining from a credit-reporting agency a credit report containing personal credit information about the Customer in relation to this Credit Application and/or for the purposes of collecting overdue payment on commercial credit.
11. The Customer agrees that the Company may exchange information about the Customer with credit reporting agencies for the following purposes:
   a) to assess this Credit Application;
   b) to notify other credit providers of the Customer's default;
   c) to exchange information with other credit providers as to the status of the Customer's Credit Facility, where the Customer is in default with other credit providers; and
   d) to assess the Customer's creditworthiness.
12. The Customer consents to the Company contacting the trade references listed in this Credit Application for credit referencing purposes.
13. The Customer agrees that personal information provided by the Customer or any Guarantor under this Credit Application may be used and retained by the Company for the following purposes (and for any other purposes agreed between the parties or required by law from time to time):
   a) the provision of goods;
   b) analysing, verifying or checking the Customer's credit status in relation to the provision of goods;
   c) processing of any payment instructions, direct debit facilities or credit facilities requested by the Customer; and
   d) enabling the daily operation of the Customer's Credit Facility and collection of amounts outstanding in relation to the goods.
14. This clause 14 applies where the Customer is the trustee of a Trust (whether or not that matter is disclosed under this Credit Application). The Customer warrants, represents and declares that:
   a) this Credit Application is for the benefit of the Trust;
   b) it is the sole trustee of the Trust and no action has been taken or is proposed to remove it as trustee of the Trust;
   c) it has power and authority to enter into this Credit Application and to comply with its terms and its obligations under this Credit Application;
   d) it is not, and never has been, in default under the Trust's trust deed;
   e) it has the right to be fully indemnified out of the Trust's assets for obligations incurred under this Credit Application and the Trust's property is sufficient to satisfy that right of indemnity and all other obligations for which it is entitled to be indemnified out of the Trust's property;
   f) no action has been taken or proposed to terminate the Trust nor has any event for the vesting of the Trust's property occurred; and
   g) it has not delegated any of its powers as trustee or exercised any power of appointment.
15. All amounts payable by the Customer under this Contract must be made without deduction or equitable or other set off, unless otherwise agreed by the Company in writing on a case-by-case basis.
16. By signing below, the Customer acknowledges and agrees that:
   a) the Customer has read and understood this Credit Application (including these Credit Conditions) and the Terms of Sale and agrees to its terms and the Terms of Sale; and
   b) the Terms of Sale (as amended from time to time in accordance with its terms) apply to the supply of goods by the Company to the Customer, whether this Credit Application is approved or not.

Executed as an agreement

In signing this document, I certify that I am an authorised signatory and have the capacity and authority to enter into this agreement.
Executed by the Customer by its director or authorised signatory:

Signature of Director or Authorised Signatory	Name of Director or Authorised Signatory (please print)	Date
Signature of Witness	Name of Witness (please print)	Date
Signature of Authorised Person	Name of Authorised Person (please print)	Date
Signature of Witness	Name of Witness (please print)	Date

Deed of Poll Guarantee (if applicable)

To be completed if requested by the Company.
Please seek independent legal advice in relation to the provisions of this Guarantee and Indemnity.

1. The person named below (**Guarantor**) irrevocably and unconditionally guarantees to the Company the due and punctual payment of all monies owed by the Customer to the Company under this Credit Application and/or the Terms of Sale, as well as the punctual performance of all of the Customer's obligations, undertakings and provisions contained in or implied by this Credit Application and/or the Terms of Sale (**Guarantee**).
2. The Guarantor irrevocably and unconditionally indemnifies the Company against, and must pay on demand amounts equal to, all loss, damage, liability, costs and expenses suffered or incurred by the Company as a result of, or arising out of, any failure by the Customer to pay in a due and punctual manner the amount owed by the Customer to the Company when due or as a result of any breach of any of the Customer's covenants and conditions contained in or implied by this Credit Application and/or the Terms of Sale.
3. The Guarantor must, immediately on demand: (a) pay to the Company any money which is not paid when due by the Customer to the Company; and/or (b) perform any of the other obligations, undertakings and provisions referred to in these clauses 1 to 5.
4. As security for the performance of its obligations under this Credit Application and the Terms of Sale, the Guarantor hereby grants to the Company:
   a) a security interest in and over all of its present and after acquired personal property; and
   b) a charge by way of mortgage over all of its interests in real property, and agrees that the Company has a right to register caveats over the Guarantor's interests in real property if in the Company's opinion:
      i) it is a reasonable step for the Company to take to protect its legitimate business interests to secure the payment of amounts due and owing to the Company by the Customer; and
      ii) it is not otherwise unreasonable or disproportionate in the circumstances.
5. The Guarantor waives its right to receive any notice under the *Personal Property Securities Act 1999* (NZ) (**PPSA**) unless such notice is required by the PPSA, and that requirement cannot be excluded.
6. Upon the Company's request, the Guarantor agrees to execute any documents and do all things reasonably required by the Company to grant a registrable mortgage security over any of its real property. In the event that the Guarantor fails to deliver any documents requested by the Company, the Guarantor hereby appoints the Company to be the Guarantor's lawful attorney for the purposes of executing and registering such documents.
7. The Guarantor is liable for, and indemnifies the Company from and against, all loss or damage (including reasonable legal costs) incurred or suffered by the Company in connection with the enforcement of this guarantee and indemnity, including the recovery of overdue payments. The Customer's indemnity under this clause will be proportionately reduced to the extent the Company caused or contributed to the loss or damage.
8. The obligations of the Guarantor under this Guarantee remain unaffected despite:
   a) an amendment of this Credit Application and/or the Terms of Sale, whether with or without the Guarantor's knowledge or consent;
   b) a rule of law or equity to the contrary;
   c) an Insolvency Event affecting a person;
   d) a change in the constitution, membership, or partnership of a person;
   e) the partial performance of any obligation guaranteed; or
   f) any other thing or circumstance whatsoever that might otherwise release, discharge or affect the obligations of the Customer under the Credit Application and/or the Terms of Sale.
9. The Guarantor's liability is the liability of a principal debtor and not merely as a surety.
10. Where the Guarantor is an individual:
    a) the Guarantor acknowledges that the Company has informed it, in accordance with the *Privacy Act 2020* (NZ), that certain items of personal information about it contained in or relating to the Credit Application in which this Deed appears might be disclosed to credit reporting bodies, and the Guarantor authorises the Company to disclose that personal information; and
    b) The Guarantor agrees that before providing credit to the Customer, the Company may seek from a credit reporting agency, a credit report containing personal information, including consumer credit information about the Guarantor to assist in deciding whether to accept the Guarantor as a guarantor of the Customer.

All amounts payable by the Guarantor under this Deed must be made without deduction or equitable or other set off.

Guarantor Name:		Date of Birth:		Mobile:	
Residential Address:		Suburb:			
Email Address:		State:		P/Code:	

Is the Guarantor the trustee of a trust? Yes ☐ No ☐

Does the trust have an NZBN? Yes ☐ No ☐ N/A ☐ If yes, please provide NZBN:

Executed and delivered as a Deed. Signed and delivered by

Signature of Guarantor	Name of Guarantor (please print)	Date
Signature of Witness	Name of Witness (please print)	Date

Internal PC Use Only

PC Name:	
PC No.:	
Rep Code:	

Credit Office Use Only

Account No.:		
Limit/Terms:		days
Approval:		