



Dynamic Supplies New Zealand Credit Application

Please email to our accounts department.

Email: accounts@ds.co.nz

CREDIT ACCOUNT APPLICATION

WILL YOU BE RESELLING THE PRODUCTS PURCHASED FROM DYNAMIC SUPPLIES? Please circle YES / NO		Date of Application / /	
Registered Trading Name (to be completed by a business, partnership or sole trader)			
Registered Company Number (NZBN or ABN):		GST Number:	
Registered Office Address:			
City/Town		Postcode:	Phone:
Email Address:			
DETAILS OF ALL PROPRIETORS/PARTNERS/DIRECTORS			
Full Name and Position (i.e. proprietor, partner or director):		Mobile:	
Residential Address:		Phone:	
City/Town		Postcode:	D.O.B.:
Driver's Licence Number (photocopy of licence to be attached to this Application)			
Full Name and Position (i.e. proprietor, partner or director):		Mobile:	
Residential Address:		Phone:	
City/Town		Postcode:	D.O.B.:
Driver's Licence Number (photocopy of licence to be attached to this Application)			
Full Name and Position (i.e. director, partner, proprietor of business):		Mobile:	
Residential Address:		Phone:	
City/Town		Postcode:	D.O.B.:
Driver's Licence Number (photocopy of licence to be attached to this Application)			

Do you act as Trustee of a Trust? Please Circle	YES	NO
If YES, please state Full Name of Trustee and Full Name of the Trust:		
Is it an ESTABLISHED or NEW BUSINESS?	If ESTABLISHED, How Long?	
Which category best describes your business (circle all that apply):		
Post Office	Newsagency	
Online Reseller	Retail / Stationery	
Retail / Computers & Networking	Corporate Supplies	
Other – please specify:		
Retail or Wholesale		
\$ VALUE of Estimated Monthly Credit (for Credit Limit Assessment):		
CONTACT FOR ACCOUNTS PAYABLE (REQUIRED):		
Name:	Phone:	
Email:		

GUARANTOR(S)

Name of Guarantor in full:	Address of Guarantor

DEFINITIONS AND INTERPRETATION

TERMS AND CONDITIONS

1.1 Dynamic Supplies means G-Trading New Zealand Trustee Limited as trustee of the Dynamic Supplies New Zealand Trust, and its successors and assigns. “We”, “us”, and “our” refer to Dynamic Supplies; this Agreement means the Credit Account Application, these Terms and Conditions, any Purchase Agreement and all Collateral Documents; Collateral Documents means any Sale Delivery Dockets, Orders, quotations, invoices, guarantees or other documents which relate to an agreement entered into between the Customer and Us but does not include descriptions, illustrations and performances in catalogues, price lists and advertising material; Customer means the customer named in the Credit Account Application. The words “you” and “your” refer to the Customer; Event of Default means (i) You fail to pay for Products by the due date or (ii) breach Your obligations under this Agreement; or (iii) there is an Insolvency Event; GST means goods and services tax; Guarantor means the person or persons named in the Credit Account Application and any other party who guarantees to Us Your performance of Your obligations in this Agreement; Insolvency Event is one where You are unable to pay Your debts as they fall due, a statutory demand is served, or a liquidator, receiver or manager (or any similar person) is appointed or any insolvency procedure under the Companies Act 1993 is instituted or occurs; Interest Rate means 10% per annum; Order means a purchase order or offer from You which We have accepted but excludes any of Your terms and conditions which accompany the Order or offer; Payment Date means within 30 days of the date of Our statement to You, or within such other time as We may agree in writing; Products means all products supplied by Us to You, or ordered by You but not yet supplied, and includes the Services; Sale Delivery Docket means any docket provided by Us upon delivery; Services means any service supplied by Us to You including IT consumables and hardware supply and distribution services.

2. APPLICATION OF THIS AGREEMENT

2.1 This Agreement applies to all dealings between Us and You

2.2 Your No terms or conditions are not binding on Us unless expressly agreed by Us in writing.

2.3 We may, in Our absolute discretion and without incurring any liability to You:

a) cease or suspend supply of Products; and/or

b) amend the Terms and Conditions by providing written notice of such amendment to You.

2.4 If an Event of Default occurs, all monies then owed to Us (whether overdue for payment or not) become immediately due and payable and We may, without prejudice to any other rights we may have under this Agreement or at law, call up all moneys owed to Us by You, retain all moneys paid on account and/or cease further supply.

2.5 Any credit limit is solely for Our benefit. Your obligations under this Agreement remain unchanged in the event of the credit limit being exceeded or not specified.

3. ORDERS

3.1 Each Order shall constitute an offer by You to purchase from Us the Products specified in such order. If we accept an Order, an agreement (“Purchase Agreement”) shall be formed on these Terms and Conditions.

3.2 Orders must state an order number, date of order and requested delivery date.

3.3 We may amend the price of any Products at any time up to delivery.

3.4 We may, with notice to the Customer, and without incurring any liability whatsoever, for any reason decide not to supply the Products the subject of the Order.

3.5 We may require the Customer to provide documents or further information as part of the Order, and if We are not obliged to consider an Order until such documents and further information have been provided.

An Order may be revoked by the Customer in writing at any time prior to acceptance by Us. Any later revocation shall be ineffective and the Customer shall be bound to proceed with the Order.

4. DELIVERY

4.1 Delivery occurs when the Products leave Our premises, either when collected by You or Your representative or for delivery to You.

4.2 All delivery charges will be to your account, including any costs incurred because You are not available to receive the Products.

4.3 Unless otherwise agreed, We are not responsible for the loading or transportation of the Products.

4.4 The risk of loss of or damage to the Products passes to You on delivery.

4.5 Any timeframes for delivery that We provide are estimates only.

4.6 Delivery may, in Our absolute discretion, be by way of partial deliveries. Each partial delivery may be invoiced separately, and will be a separate Purchase Agreement.

4.7 Our failure to deliver some or all of the Products will not be entitle You to cancel the Purchase Agreement or any other Order or Purchase Agreement.

5. CLAIMS, RETURNS AND CREDITS

5.1 Claims for shortages and breakages must be made immediately upon delivery, and must include Our invoice number and date, failing which We will not accept the claim.

5.2 Credits for returned Products will be provided at our discretion. Where given, We may charge a reasonable administration fee. No Products for which the shelf life has expired will be accepted for return or credit.

5.3 Where we approve a credit, the Products must be returned to Our premises within 14 days from date of invoice, freight free, in good and saleable condition, in the original containers and packaging in which they were supplied and accompanied by the number and date of our supplying invoice.

6. LIABILITY

6.1 We give no express warranties in respect of the Products.

6.2 To the extent permitted by law, We shall not be liable to You by reason of any representation, implied warranty, condition or other term for any loss (including loss of profits and any direct, indirect, special or consequential losses), or for any damage to persons or property, or for death or injury caused by an act or omission (including negligent acts or omissions) by Us, Our employees, contractors or agents and/or arising in any way out of the use of the Products, or delay in delivery or non- delivery.

6.3 Where the preceding paragraphs cannot legally operate, to the extent permitted by law Our liability for breach of any warranty or any term implied into this Agreement by law is limited to the lowest of the cost of replacing the Products, acquiring equivalent products or having the Products repaired.

6.4 Nothing in this Agreement shall be construed as an attempt by Us to exclude or limit any liability which cannot be excluded or limited under applicable law.

6.5 You and We agree that the Consumer Guarantees Act 1993 shall not apply to this Agreement where the Products are supplied and acquired in trade, and where We and You are in trade.

7. PAYMENT

7.1 You must pay the purchase price of the ordered Products plus GST on or before the Payment Date, without deduction or set off.

7.2 Amounts received by Us may be applied by Us in any order in Our absolute discretion, including first applying amounts to of interest, costs and expenses owed to Us.

7.3 Payment by credit card will incur a surcharge (plus GST).

7.4 Returned cheques will incur a dishonour fee (excluding GST).

8. INTEREST

8.1 The Customer shall pay Us interest at the Interest Rate on any sums not paid to Us by the due date

9. WARRANTIES, REPRESENTATIONS, ACKNOWLEDGEMENTS AND INDEMNITY

9.1 You agree that:

- a) You have read, understood and will be bound by the terms of this Agreement;
 - b) All purchases by You under this Agreement are for commercial resale purposes only;
 - c) The person(s) who signed this Agreement was authorised by You to do so;
 - d) The particulars in this Agreement are in all respects true and correct;
 - e) You have relied solely on Your own skill and judgment in entering into this Agreement, and selecting the Products that You order;
 - f) We have not made any representation or promise to You in respect of any matter arising out of this Agreement, including the entering into of this Agreement;
 - g) This Agreement represents the entire agreement between You and Us, and supersedes any prior agreement, terms and/or conditions;
- 9.2 You must indemnify Us in respect of any claim, action, proceeding, judgment, damage, loss, expense or liability, including legal costs on a solicitor and own client basis, incurred or suffered by or brought or made or recovered against Us in connection with a breach of any warranty, representation, acknowledgement or agreement or by reason of any of them being in any way incorrect, inaccurate, misleading or deceptive.

10. TERMINATION

10.1 We or You may at any time by written notice served on the other and the Guarantor(s) terminate this Agreement in respect of Orders which at time of service have not been accepted by Us. Termination shall not affect the rights and liabilities of the parties or of the Guarantors in respect of matters that had already occurred, or debts that had already accrued, as at the time of termination.

11. PROPRIETARY RIGHTS

11.1 We retain all copyright and other proprietary rights in any of Our confidential information, and intellectual property, including documents, drawings, certifications and instructions provided to You. You must not use Our confidential information or intellectual property for any purpose other than the purpose for which they were provided. You The Customer must not disclose, transfer, transmit or otherwise make available to any third party in any manner or form, any material or their contents or any information relating to them or the Products without Our written consent.

12. GUARANTEE

12.1 In consideration of Us entering into this Agreement with You and to induce Us to do so, the Guarantor(s) guarantees to Us the due and punctual performance and observance by You of all Your obligations under this Agreement. The Guarantor(s) agree to be liable to Us as principal debtors. No variation, accommodation or other change whatsoever between You and Us will affect, limit or discharge the obligations of the Guarantor(s)

13. COSTS AND INDEMNITY

13.1 Registration and lodgement fees, taxes (including any goods and/or services taxes) or any other kinds of government charge or fee incurred as a result of the sale of the Products by Us to You shall be paid by

13.2 You indemnify Us in respect of any claim, action, proceeding, judgment, damage, loss, expense or liability, including legal costs on a solicitor and own client basis, incurred or suffered by or brought or made or recovered against Us in connection with Your breach of any term under this Agreement.

14. PRIVACY

14.1 In accordance with the provisions of the Privacy Act 1993 You authorise Us to collect, retain, and use personal information about You (including the information collected in this Agreement) for the following purposes only:

- a) Assessing Your creditworthiness.
- b) disclosing to a third party details of this Agreement and any subsequent dealings it may have with Us for the purpose of recovering amounts payable by You and providing credit references.
- c) marketing goods and services provided by Us to You.

14.2 If You are an individual, You have a right of access to information about the You that is held by Us. You may request correction of that information and may require that the request be stored with that information. We may charge reasonable costs for providing access to that information.

15. TIME

15.1 Time shall be of the essence unless the parties agree in writing to any time requirements being extended or abridged in which event the time so extended or abridged shall be of the essence of this Agreement.

16. TITLE AND PROPERTY

16.1 Notwithstanding the provisions of this agreement regarding Delivery and risk, the title to and property in the Products will not pass to You until payment of all amounts owing to Us have been received, in cleared funds, by Us. Until that time, You

- a) must promptly, and at Your cost, return the Products to Us on demand;
- b) indemnify Us against loss or damage to the Products;
- c) must not pledge, mortgage, lend or otherwise encumber the Products without Our written consent;
- d) hold the Products as bailee for Us and shall safely and securely store the Products separately from other products on Your premises in such a manner as to show clearly that the Products are Our property;
- e) in the event of You failing to make payment for Products by the Payment Date or We otherwise become entitled to terminate this Agreement or any Purchase Agreement, irrevocably authorise Us to enter any premises, including Your premises, where the Products are situated and to take possession of and remove those Products without incurring any liability;
- f) where You have not been paid for the Products by a third party, agree to assign Your claim against that party to Us upon Us giving You notice in writing to that effect.

17. SECURITY INTEREST

17.1 As security for all obligations that You may owe to Us from time to time You hereby grant Us a security interest under the Personal Properties and Securities Act 1999 (PPSA) in all Products supplied by Us to You from time to time and in the proceeds of all such Products as well as in any negotiable instrument representing any such proceeds.

17.2 You will provide Us on request with all information necessary for the registration of Our security interest under the PPSA.

17.3 You waive Your right under section 148 of the PPSA to receive a verification statement.

17.4 You must not enter into any security agreement that allows any other person to have or to register a security interest in relation to the Products or any proceeds of sale of all such Products.

18. TRUSTS

18.1 This Agreement binds the Customer both personally and as trustee of any trusts of which the Customer is trustee.

19. MISCELLANEOUS

19.1 This Agreement is governed by the law of New Zealand. The parties submit to the exclusive jurisdiction of the courts of New Zealand.

19.2 You must notify Us of any change in Your structure or management, including any change of director, shareholder, partner, trustee, and business address.

19.3 All notices and other written communications must be in writing and may be served by hand delivery, pre-paid post, or email as follows:

- a) to Us at 27 Smales Road, Unit C2, East Tamaki, Auckland 2013 or sales@ds.co.nz (or such other email address as we may notify You from time to time); and
- b) if to You, at the address or email address contained in this Agreement or any Purchase Agreement.

19.4 Any waiver by Us of any default by You in the performance of or compliance with any provision, condition or requirement in this Agreement, or any delay by us in exercising any remedies available to us under this Agreement, will not constitute a variation or waiver of any provision, condition or requirement of this Agreement, or remedy available to us.

19.5 If any term of this Agreement is found to be to be invalid, illegal or unenforceable, such term is to be severed from this Agreement, with the remainder of the terms of this Agreement remaining in full force and effect.

19.6 To the extent of any inconsistency between these Terms and Conditions and any Purchase Agreement, the Purchase Agreement shall prevail.

The terms and conditions of this Agreement are agreed to, and accepted by, the Customer, and the person who signs warrants that they have authority to bind the Customer:

*If the Customer is a **Company***

SIGNED BY

SIGNED BY

DIRECTOR

DIRECTOR

NAME OF DIRECTOR

NAME OF DIRECTOR

WITNESS

SIGNATURE

OCCUPATION

ADDRESS

WITNESS

SIGNATURE

OCCUPATION

ADDRESS

This document must be signed by a company according to its constitution. If two directors sign, no witnessing is necessary. If a director and authorised signatory sign, both signatures must be witnessed. If the director and authorised signatory are not signing together, a separate witness will be necessary for each signature. If the company only has one director, that one director is to sign with a witness.

*If the Customer is a **Trust***

SIGNED BY THE TRUSTEE

SIGNED BY THE TRUSTEE

DIRECTOR

DIRECTOR

NAME OF TRUSTEE

NAME OF TRUSTEE

WITNESS

SIGNATURE

OCCUPATION

ADDRESS

WITNESS

SIGNATURE

OCCUPATION

ADDRESS

*If the Customer is an **Individual***

WITNESS

SIGNATURE

OCCUPATION

ADDRESS

DEED OF GUARANTEE AND INDEMNITY

To: G-Trading New Zealand Trustee Limited as trustee of the Dynamic Supplies New Zealand Trust (**Dynamic Supplies**)

A. The Guarantor acknowledges that _____ (**“the Customer”**) and the Guarantor have requested Dynamic Supplies to enter into an agreement with the Customer to provide products on credit to the Customer through an account to be held by Dynamic Supplies in the Customer’s name, and that Dynamic Supplies has agreed to do so on condition (among other things) that the Guarantor executes this Deed of Guarantee and Indemnity (**“this Guarantee”**).

NOW THIS DEED WITNESSES:

1. The Guarantor:-

- a) guarantees punctual payment to Dynamic Supplies of all amounts which the Customer does now or may at any time in the future owe to Dynamic Supplies;
- b) guarantees punctual and correct compliance with all obligations (including payment obligations) which the Customer owes now or may in the future owe to Dynamic Supplies;
- c) indemnifies Dynamic Supplies against any loss it may suffer if the Customer does not meet any of its obligations.

2. This Guarantee creates a principal obligation from the Guarantor to Dynamic Supplies which is in addition to any security which Dynamic Supplies holds from the Customer. This Guarantee may be enforced without Dynamic Supplies having to take any steps against the Customer or its security.

3. This Guarantee is not affected by and is still enforceable:-

- a) if any amount owing to Dynamic Supplies by the Customer is not recoverable by Dynamic Supplies for any reason at all;
- b) if Dynamic Supplies does not comply with any law or any contract with the Customer;
- c) if Dynamic Supplies grants any time, release or other concession to the Customer or the Guarantor or any one or more of the Guarantors;
- d) if one or more of the Guarantors or any other party does not execute this Guarantee and Indemnity;
- e) in the event of death, incapacity, administration, bankruptcy or insolvency of the Customer or of any of the Guarantors;
- f) if a payment by the Customer or by any Guarantor to Dynamic Supplies is set aside in bankruptcy, liquidation or official management of the Customer or of any Guarantor;
- g) if a Guarantor ceases to be director of or be involved with the Customer or the status or structure of the Customer changes at all;
- h) if Dynamic Supplies agrees to extend or increase, at any time any credit limit imposed on the Customer;
- i) if any other thing occurs which could otherwise limit the effect of this Guarantee.

4. This Guarantee is a continuing guarantee and indemnity and is not wholly or partially discharged until all credit arrangements between Dynamic Supplies and the Customer are ended, all amounts owing to Dynamic Supplies by the Customer are paid, and all obligations of the Customer to Dynamic Supplies are complied with in full.

5. Where there are two or more Guarantors, their obligations are joint and several and none of them shall be discharged from their obligations under this Guarantee if:-

- a) this Guarantee is not enforceable against one of them or the liability of one of them ceases;
- b) any Guarantor dies; or
- c) if one of them is unable to perform his or her other obligations under this Guarantee.

6. The Guarantor agrees to waive all rights inconsistent with the terms of this Guarantee.

7. The Guarantor agrees that Dynamic Supplies may seek from a credit reporting agency, a credit report containing personal information about the Guarantor to assess whether to accept the Guarantor as guarantor for credit applied for by the Customer to Dynamic Supplies. The Guarantor authorises Dynamic Supplies to give a credit reporting agency and any of Dynamic Supplies’ subsidiaries, successors, assigns, associated entities, connected entities and related entities, information about the Guarantor relating to this Guarantee and the Customer’s credit account with Dynamic Supplies.

8. The Guarantor agrees that if Dynamic Supplies approves the Customer’s application for account, this Guarantee remains in force until the credit facility covered by the Customer’s application ceases.

9. In accordance with the National Privacy Principles in force at the date of signing this Guarantee, if Dynamic Supplies considers it relevant to:-

- a) accepting the Customer for credit applied for by the Customer to Dynamic Supplies, the Guarantor consents to Dynamic Supplies obtaining from a credit reporting agency a credit report containing personal credit information about the Guarantor; and
- b) collecting overdue payments in respect of credit provided to the Customer, the Guarantor agrees to Dynamic Supplies receiving from a credit reporting agency a credit report containing personal information about the Guarantor.

DEED OF GUARANTEE AND INDEMNITY CON'T

- 10. If the Customer is a trustee of a trust, the Guarantor warrants that the Customer has full authority as trustee to enter into contracts for the supply to it of goods or services, or both, on credit.
- 11. The Guarantor enters into this Guarantee in the Guarantor's own capacity and as trustee of any trust the Guarantor is trustee of.
- 12. The Guarantor hereby charges with payment of all moneys and compliance with all obligations owed by the Guarantor to Dynamic Supplies under this Guarantee all beneficial interest (freehold and leasehold) in real property, held now or in the future by the Guarantor. The Guarantor agrees that if demand is made upon it, him or her by Dynamic Supplies, the Guarantor will immediately execute a mortgage in registrable form. The Guarantor unconditionally consents to Dynamic Supplies lodging a caveat or caveats noting its interest pursuant to this equitable mortgage. The Guarantor irrevocably and by way of security appoints Dynamic Supplies or any Officer to be its, his or her true and lawful attorney to execute and register such instruments, including and without limiting the generality of the foregoing, executing and registering a mortgage over any real property held now or in the future by the Guarantor. The Guarantor authorises the attorney appointed pursuant to this clause to enter into conflict transactions within the meaning of the Powers of Attorney Act 1998.
- 13. The Guarantor shall pay all costs incurred by Dynamic Supplies arising out of or incidental to this Guarantee, including, without limiting the foregoing, expenses, damages, commissions, interest and solicitor and own client legal costs.
- 14. If a notice or a demand is given to one of the Guarantors it will mean it has been given to all of them.
- 15. "Dynamic Supplies" and "Customer" includes their subsidiaries, successors, assigns and associated companies and their servants and/or agents.

IN WITNESS WHEREOF this Deed has been executed by the parties.

SIGNED, SEALED AND DELIVERED

by the Guarantor

Guarantor (sign)

Full name of Guarantor

In the presence of:
Witness (sign)

Full Name of Witness

Date:

SIGNED, SEALED AND DELIVERED

by the Guarantor

Guarantor (sign)

Full name of Guarantor

In the presence of:
Witness (sign)

Full Name of Witness

Date: