



CREDIT APPLICATION FORM

Fresher, Firmer, Faster!

Produce Company Account Manager: _____

Customer Information:

Type of Business : Limited Company: Partnership: Sole Trader: Other: Specify _____

Company Name: _____ Company No: _____

Trading Name of Business: _____

Street Address: _____

Phone No: _____ Fax No: _____

Site Manager: _____ Mobile: _____

Email Address: _____ Direct Dial: _____

A/C's Payable Person: _____ Direct Dial: _____

Accounts/Statement Email Address: _____

Postal Address: _____

Delivery address for goods: _____

Liquor Licence Number (**liquor customers only**) _____ Exp Date ____/____/____

Other Details:

Owner / Director Name: _____ Mobile: _____

Home Address: _____

Email Address: _____ Home Phone No: _____

Owner / Director Name: _____ Mobile: _____

Home Address: _____

Email Address: _____ Home Phone No: _____

Business has traded for: _____ years Bank: _____ Branch: _____

Solicitor: _____ Accountant: _____

Credit References:

We authorize The Produce Company to undertake at any time any credit checks necessary to determine suitability and ongoing suitability of the applicant as an account holder.

Name: _____ Phone No: _____

Company: _____ Position: _____

Name: _____ Phone No: _____

Company: _____ Position: _____

(The following businesses do not give Credit References: Banks, Insurance & Power Companies, DB Breweries, Lion Breweries, Coca Cola, NZ Dairy Foods, Gilmours)

PLEASE FILL IN ALL INFORMATION TO PREVENT DELAYS IN OPENING YOUR ACCOUNT

TERMS AND CONDITIONS OF TRADE:

1. These Terms and Conditions shall apply to the provision of all goods and services by The Produce Company Limited ("The Produce Company") to any customer of The Produce Company ("the Buyer") and are the Terms and Conditions referred to on The Produce Company's form of invoice and credit account application. The Produce Company reserves the right to amend these Terms and Conditions by providing 30 days' written notice of such amendments to the Buyer.
2. Any quotation is based on cost of labour, materials and equipment, freight and variable and fixed expenses. Any increase in the cost to The Produce Company which may occur between the date of quotation and delivery shall be payable by the Buyer and any such increase shall include a pro rata increase in The Produce Company's profit margin.
3. Any variation in the quantity of goods supplied to the Buyer after the date of the quotation shall be at the Buyer's expense. The goods shall be priced at either the price applicable to the original quantity under the quotation or such other price as The Produce Company may determine in its absolute discretion.
4. All goods and services must be paid for in full on delivery unless the Buyer has applied and, at The Produce Company's discretion, been accepted for credit by The Produce Company in which case payment shall be made by the 7th day following delivery of the goods and/or services.
5. The Produce Company reserves the right to charge interest on overdue accounts at the rate of 2% per month calculated on a daily basis from the due date for payment, and to compound the interest on a monthly basis. Unless otherwise stated the amount payable shall be that shown on The Produce Company's invoice without any deduction whatsoever. Where The Produce Company or its agent engages the services of a third party to collect any unpaid account or debt, the Buyer will be liable for the cost of and any associated cost of providing that service and recovering the debt.
6. Receipt by The Produce Company of any cheque or other payment method shall not be deemed to be payment until the same has been honoured or cleared and until such time shall not prejudice or affect The Produce Company's rights, powers or remedies against the Buyer and/or the goods.
7. Short deliveries, product damage or spoiled goods must be notified to The Produce Company as soon as discovery is made, following which The Produce Company may elect whether to replace the goods or offer a credit on such terms and conditions as The Produce Company may agree. The Produce Company will have no liability for any short deliveries, product damage or spoiled goods notified after 24 hours of delivery of the goods. Any failure to provide such notification within 24 hours of delivery will be conclusive evidence in any proceeding between The Produce Company and the Buyer that the goods at the time of delivery were in acceptable condition.
8. The risk in the goods supplied to the Buyer shall pass to the Buyer on delivery but ownership in them shall not pass to the Buyer until all money the Buyer owes to The Produce Company has been paid in full. If the goods or any part of them are sold by the Buyer prior to payment having been made to The Produce Company then the proceeds of sale shall be held by the Buyer on trust for and on behalf of The Produce Company in a separate account.
9. In this clause 9, capitalised expressions have the meaning prescribed to them in the Personal Property Securities Act 1999 ("PPSA").
 - a. The Buyer grants The Produce Company a Purchase Money Security Interest in all goods supplied to the Buyer (now or in the future) but not yet paid for under these Terms and Conditions, and the proceeds of any such goods ("Collateral").
 - b. The Produce Company reserves the right at its discretion to register a Financing Statement in respect of the Collateral. The Produce Company's costs of registering a Financing Statement or a Financing Change Statement shall be paid by the Buyer and where applicable, debited by The Produce Company against the Buyer's account with The Produce Company. On the request by The Produce Company the Buyer shall promptly execute any documents and do anything else required by The Produce Company to ensure that The Produce Company's Purchase Money Security Interest in the Collateral created by these Terms and Conditions constitutes a Perfected Security Interest over the Collateral.
 - c. The Buyer shall not agree to allow any person to file a Financing Statement over the Collateral without the prior consent of The Produce Company and shall notify The Produce Company immediately if it becomes aware of any person taking steps to file a Financing Statement against any of the Collateral.
 - d. The Buyer and Guarantor (if any):
 - i. Agree(s) that nothing in s114(1)(a), 133, and 134 of the PPSA will apply to these Terms and Conditions; and
 - ii. Waive(s) the Buyer's right to do any of the following:
 1. object to The Produce Company's proposal to retain any Personal Property under s121 of the PPSA;
 2. not have goods damaged when The Produce Company removes an Accession under s125 of the PPSA;
 3. receive notice of the removal of an Accession under s129 of the PPSA;
 4. apply to the Court for an order concerning the removal of an Accession under s131 of the PPSA;
 5. to receive a copy of the Verification Statement confirming registration of a Financing Statement or a Financing Change Statement relating to the Security Interest created by these Terms and Conditions.
10. The Buyer may not assign any of the Buyer's rights and obligations to any person without the prior consent of The Produce Company. The Produce Company may assign any of its rights and obligations to any person upon written notice to the Buyer.
11. In the event that the Buyer fails to make payment on any invoice when due or becomes insolvent, commits an act of bankruptcy, is adjudicated bankrupt or makes any composition or arrangement with creditors or being a company goes into liquidation whether compulsory or voluntary other than for the purpose of and followed by amalgamation or reconstruction, or has a receiver appointed of any part of its business or assets then The Produce Company reserves the right (a) to treat all sums due or to become due from the Buyer whatsoever as immediately due and payable; (b) to cancel or suspend delivery of goods and materials and the provision of services; (c) by its agents to enter onto the Buyer's premises (without the necessity of giving notice) where the goods may be stored and to search for and remove and take possession of the goods without being in any way liable to the Buyer or anyone claiming under it for so doing; (d) to withhold the further supply of goods and services on credit. The Buyer will be liable for all expenses (including solicitor – own client legal costs) and losses incurred or suffered by the Produce Company as a result of the default.
12. In no event will The Produce Company be liable for special, indirect or consequential damages or for any loss of business, profit or data, however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of the goods or the failure or omission on the part of The Produce Company to comply with its obligations under this agreement. While The Produce Company will make every effort to complete delivery on the time and date agreed, The Produce Company will not be liable for late delivery or any damages of any kind arising out late delivery, nor will The Produce Company accept cancellation of any order because of late delivery.
13. The Produce Company's total liability for damages hereunder whether in contract, tort or under any other legal theory shall be limited to the price invoiced for the particular goods or services.
14. The Buyer will be liable for, and indemnifies The Produce Company for, all expenses, costs (including solicitor-client legal costs), losses or damages incurred or suffered by The Produce Company as a result of any default under these Terms and Conditions or from any other cause.
15. Where The Produce Company is supplying goods and services to the Buyer for business purposes within the meaning of the Consumer Guarantees Act 1993 ("CGA") pursuant to section 43 of the CGA, the provisions of the CGA will not apply to these Terms and Conditions. Where the Buyer supplies the goods on to a person acquiring them for business purposes it will be a term of the Buyer's contract with the acquirer of the goods that the CGA will not apply in respect of the goods.
16. Subject to clause 15 above, these Terms and Conditions and any attachments constitute the sole evidence of the contract between The Produce Company and the Buyer to the exclusion of all conditions and warranties statutory or otherwise not expressly incorporated herein and it is strictly understood that the Buyer enters into these Terms and Conditions solely and exclusively in reliance upon its own judgment and not upon any representation, condition or warranty made or alleged to be made by the Company or its agent.
17. The Buyer acknowledges that it is a requirement for The Produce Company to hold the Buyer's liquor licence number along with the expiry date in order for the Buyer to purchase alcoholic beverages from the BEVCO division of The Produce Company. The Buyer must ensure that all of its staff members who order alcoholic beverages are over 18 years of age.

[Type here]

18. Any dispute whatsoever arising under these Terms and Conditions shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or amendment thereof at the time being in force. New Zealand law governs and New Zealand Courts have non-exclusive jurisdiction in relation to these Terms and Conditions.
19. Unless otherwise stated, GST will be charged at the rate applicable on the price of the goods and services as at the date of The Produce Company's invoice.
20. The Produce Company shall not be liable to the Buyer for damages directly or indirectly arising from any delay or failure in delivery of the goods and/or services or failure to perform any of the Terms and Conditions where such delay or failure is caused directly or indirectly by an act of God, frost, electrical failure, fire, armed conflict, labour dispute, civil commotion, Government intervention, or inability to obtain labour or materials, accidents, transportation delays or any other cause beyond The Produce Company's reasonable control.
21. Either party may terminate the supply of goods and services under these Terms and Conditions upon 30 days' written notice. Any termination under these Terms and Conditions will be without prejudice to any existing rights and remedies that The Produce Company may have against the Buyer.

ACCEPTANCE OF TERMS AND CONDITIONS

The Buyer accepts these Terms and Conditions and acknowledges that these Terms and Conditions (as amended from time to time in accordance with their terms) will apply to the provision of all goods and services by The Produce Company.

PRIVACY ACT

The Buyer (i) authorises The Produce Company to collect and hold any such information (including financial information) about the Buyer that The Produce Company may require from any third party, and (ii) authorises those third parties to provide The Produce Company with such information, for the purpose of assessing the financial position and solvency of the Buyer and for enforcing any of the rights, remedies and powers of The Produce Company under these Terms and Conditions. The Produce Company will hold the information in accordance with the Privacy Act 1993 and the information will be held at the above address for inspection and correction.

Sign here

Signed for and on behalf of the Buyer: _____ Dated: ____/____/____

Name: _____ Title: _____

Sign here

GUARANTEE: Each representative of the Buyer signing this contract, in consideration for The Produce Company agreeing to supply goods and grant credit to the Buyer at their request, acknowledges that they are also signing this contract their personal capacity and (jointly and severally if more than one) personally undertake(s) as principal debtors to The Produce Company the payment of any and all monies now and hereafter owed by the Buyer to The Produce Company.

ACKNOWLEDGEMENT / SOLVENCY I/we, the undersigned, acknowledge that I am/we are signing this application form in my/our Personal capacity, as well as on behalf of the Buyer. I/we the undersigned declare the above information to be correct and agree to the above Terms and Conditions. I/We declare that at the time of making this application the Buyer (whether being a company/sole trader/partnership) is solvent in terms of all relevant law.

GUARANTOR 1.

SIGNED _____ DATED: ____/____/____

PRINT FULL NAME: _____

POSITION: _____

GUARANTOR 2.

SIGNED _____ DATED: ____/____/____

PRINT FULL NAME: _____

POSITION: _____



Direct Debit Authority

Name of my account to be debited (acceptor) <input type="text"/>				Initiator's Authorisation Code <table border="1"><tr><td>0</td><td>6</td><td>1</td><td>4</td><td>5</td><td>9</td><td>9</td></tr></table>				0	6	1	4	5	9	9									
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Name of my bank: <input type="text"/>				Approved <table border="1"><tr><td>1459</td><td>12/16</td></tr></table>				1459	12/16														
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From the acceptor to *[insert name of acceptor's bank]* (my bank):

I authorise you to debit my account with the amounts of direct debits from **THE PRODUCE COMPANY LTD** with the authorisation code specified on this authority in accordance with this authority until further notice.

I agree that this authority is subject to:

- The bank's terms and conditions that relate to my account, and
- The specific terms and conditions listed below.

Please include the following information on my bank statement:

Authorised signature/s: _____	Date: ____ / ____ / ____
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Specific conditions relating to notices and disputes

I may ask my bank to reverse a direct debit up to 120 calendar days after the debit if:

- I don't receive a written notice of the amount and date of each direct debit from the initiator, or
- I receive a written notice but the amount or the date of debiting is different from the amount or the date specified on the notice.

The initiator is required to give you a written notice of the amount and date of each direct debit no less than 2 business days before the date of the debit.

If the bank dishonours a direct debit but the initiator sends the direct debit again within 5 business days of the dishonour, the initiator is not required to give you a second notice of the amount and date of the direct debit.

