

Legal Business Name :

Trading Business Name (if different from legal name)

Type of Business (Tick) Sole Trader ☐

Partnership ☐

Limited Company ☐

Other (details of other) ☐

Postal Address

Delivery Address

Telephone No : _____

Fax No : _____

Mobile No : _____

Email : _____

Accounts Payable Contact : _____

Phone No : _____

Company Details : _____

Paid Up Capital : _____

Registration No : _____

Business Start Date : _____

Directors / Owners _____

Date of Birth* : _____

Full Name : _____

Percentage of Ownership ☐

Home Address: _____

Date of Birth* : _____

Home Phone No : _____

Full Name : _____

Percentage of Ownership ☐

Home Address: _____

Home Phone No : _____

*DOB enables accurate searches through credit agencies

Has any Director or Owner ever held an account with any division of Service Foods Limited before? (Tick)

YES ☐

NO ☐

Name of previous business : _____

Trade References (3 references required - please do not include accountants, power company, etc)

Supplier Name

a. _____

Phone No : _____

b. _____

Phone No : _____

c. _____

Phone No : _____

d. Meat / Vege _____

Phone No : _____

Maximum amount of credit required : \$ _____

Require Order No? YES ☐ NO ☐

Contact Name of Account Queries : _____

Phone No : () _____

Accounts Email (for statements/credits/queries): _____

Marketing Email (for specials/newsletters): _____

I would like more information on online ordering www.servicefoodsonline.co.nz YES ☐ NO ☐

Identification Required : Please include a copy of your Driving License or Passport.

DEFINITION : "The Company" shall mean Service Foods Limited and its associated and subsidiary Companies.

PAYMENT : All accounts are payable in cash on the day of the invoice unless credit terms are approved and extended by the credit department, the following payments terms may be extended.

- 1. Cash on Delivery - payment on delivery of goods
- 2. Weekly - payment for prior weeks invoices on the Friday of the following week
- 3. Monthly - Payment to be made by 20th of the following month

RETURNED GOODS :

- 1. All Stock claims must be requested from the Service Foods office and must be made within 24 hours of delivery.
- 2. Stock credits requested after this window period will be rejected regardless of circumstances. All goods returned, must be returned in the condition that they were received in.
- 3. All pricing credits must be requested within 7 days from the invoice date and must be requested via email, fax or text.

DISPUTED ACCOUNTS : If any account is in dispute, the undisputed portion of the account shall be payable in accordance with the normal terms of trade as provided in paragraph two hereof. Payment of the disputed portion may be withheld provided the matter is brought to the Accounts Department attention within ten days from the date of this invoice. This Company undertakes to address the dispute promptly upon receipt of such advice.

INTEREST : Failure to pay any account by the due date shall be breach of your trading terms and the company may in respect of such account without prejudice to other rights or remedies charge the penalty interest at such rates as may be determined by the Company from time to time until receipt of payment in full.

THIRD PARTY COSTS : The Customer shall pay or reimburse the Company all costs and/or expenses plus GST incurred in instructing a Solicitor and/or Debt Collection Agency to recover any amount overdue for payment and such costs and expenses shall bear interest as provided in paragraph five hereof from the date upon which they are paid or incurred by the Company up to and including the date upon which the Customer shall pay or reimburse the Company.

RETENTION OF TITLE : The ownership and property of the goods delivered remains with the Company until full payment has been received and if payment is not made by the due date, the Company shall, without prejudice to other remedies, be entitled to retake possession of the goods and hold them until payment has been received, or to sell the goods. In any case where the Customer deals with or processes Goods so as to irretrievably mix the Company goods or the goods of a third party ("the combined goods") the Company shall retain property in the combined goods in proportion to the Company's goods which form part of the combined goods.

SECURITY :

- (a) The Customer and each guarantor executing this application covenants jointly and severally with each other guarantor, as security for its obligations hereunder, to mortgage its interest in any interest is presently held or is hereafter acquired and the Customer and each guarantor hereby charges such property accordingly. The Customer acknowledges that such security shall become immediately enforceable in the event that the Customer fails to comply with its obligation hereunder.
- (b) The Customer and each guarantor shall at any time if, and when, required by the Company make, execute, do and perform all such further assurances,

instruments, acts or things (including, without limitation, execute a general security agreement and/or memorandum of mortgage on terms required by the Company) as the Company shall from time to time require to protect or better protect the Company's title or interest in each of the assets and property charged or encumbered or intended to be charged or encumbered hereby.

(c) The Company and each guarantor hereby irrevocably appoints the Company the true and lawful attorney or attorneys of the Customer and/or guarantor) as the case may be, for the purpose of executing and registering any document to be executed under clause 8(b).

(d) The customer and each guarantor hereby acknowledge that a security interest (within the meaning ascribed thereto by the Personal Property Securities Act 1999) arises hereunder and hereby consents to the registration thereof on the Personal Properties Security Register and waives any right to receive a verification statement confirming such registration.

CUSTOMER INFORMATION: In accordance with the Privacy Act 1993, I/We authorize the Company to obtain such personal information as they may require in response to their enquiries from any source. This information will enable the Company to determine my/our credit worthiness and will be used as a guideline in setting credit limits and may be used for debt collection purposes. In addition, the Company may use this information to communicate promotional activities to me/us and to provide information about the Company's products and services as well as any other lawful purpose related to the Company's business. I/We authorize the Company to furnish to any third party details of this application and any subsequent dealings that I/We may have with the Company for the purposes stated above.

I/We understand that:I/We have the right to access and request correction of information held by the Company about me/us.That the supply of the information on this credit application is voluntary, however the Company requires the information to process the application and without it may not be able to do so. GUARANTORS: The Customer, if a Company, will procure that each director and shareholder thereof shall personally guarantee the obligations of the Customer hereunder, and if a partnership, will procure that each partner shall personally guarantee the obligations of the Customer hereunder. Furthermore, the Customer will procure that if it, or any of its directors or shareholders or partners, as the case may be is the trustee of a trust or is a beneficiary under a trust, that such trust shall guarantee the obligations of the Customer hereunder.

GUARANTEE: Each guarantor executing this application executes it as a deed and jointly and severally with the each other guarantor, guarantees payment to the Company for any goods and/or services provided to the Customer and will upon demand pay such amounts to the Company. As a separate and independent obligation each guarantor shall indemnify the Company in full against any cost, loss, damage or expense suffered or incurred by the Company as a result of any failure by the Customer to pay any amount on its due date for payment.

DECLARATION: I am/We are duly authorized on behalf of the Customer (whether as agent or otherwise) and with its authority and on its behalf I/We declare, and each guarantor signing below declares that I/We:

- (a) Accept and agree to abide by the Terms and Conditions of Trade specified above and
- (b) Give the necessary approvals, consents and authorizations under Paragraph (9) (which relates to the Privacy Act 1993) and
- (c) Acknowledge that a copy of the Terms and Conditions of Trade has been received, read and understood and
- (d) I/We personally have had the opportunity to seek independent legal advice on the signing of this agreement and I/We do accept the conditions by signing the same.
- (e) I/We have taken a copy of this document.
- (f) I/We personally guarantee the debt owed to the company at any point in time.
- (g) All payments received are received in good faith.

I confirm that I am a duly authorised officer of the Company and the information supplied on this form is true and accurate to the best of my knowledge.

* Terms & Conditions signed by Customer * (Mandatory Fields)

Full Name: _____ Signature: _____

* Personal Guarantees

Signed 1) _____ DOB: _____ Signed 2) _____ DOB: _____

Names: _____ Names: _____

Witness Full Name: _____ Witness Full Name: _____

Address: _____ Address: _____

* Trust Guarantee

Name of Trust/Trustees _____ Signature: _____ Witness _____ Date: _____

Name & Signature (Staff Member) _____		Finance Approval	
Management & Sales Approval _____		CL _____	TERMS _____
PL _____	LOC _____	SEQ _____	PO REQ _____
SP _____	RUN _____	DATE _____	
		OPENED BY _____	
		DATE _____	

Admin use Only