



PO Box 52 Rangiora



PLEASE READ THIS FIRST

The Customer must be the LEGAL entity which conducts the business. If in doubt, the Customer should ask their accountant or solicitor. The Customer MUST NOT just be the business name.

The Customer must be either:

- a company (ie the name ends in Ltd/Limited) - in which case:
the name of the company is to be inserted as the Customer in A1 below (at the)
the details of ALL directors are to be inserted in B1 below (at the)
- a partnership - in which case:
the name of the partnership is to be inserted as the Customer in A1 (at the)
the details of ALL partners are to be inserted in B1 (at the)
- an individual person - in which case:
that person's full name is to be inserted as the Customer both in A1 (at the) and B1 (at the)

ALL items must be completed. Leave no blanks.

To: Allied Foods Co Limited ("Supplier")

A PARTICULARS OF CUSTOMER

- 1 Full Name of Customer _____
- 2 Trading Name/Business Name (if different to 1) _____ Business Name Registration No _____
- 3 Business Address _____ Postcode _____
- 4 Postal Address (if different to 3) _____ Postcode _____
- 5 Address for Deliveries (if different to 3) _____ Postcode _____
- 6 Telephone Nos: Bus (____) _____ Fax (____) _____ Mobile (____) _____ After Hrs (____) _____
- 7 GST No _____ 8 Accounts Contact Person _____
- 9 Business Type _____

B OTHER INFORMATION

- 1 Names of Directors/ Partners or Individuals Private Residential Address Private Telephone No Driver's Licence No Date of Birth *
- (1) _____ () _____
- (2) _____ () _____
- (3) _____ () _____
- 2 Do/Have any of you conduct/ed an account with this Branch or any other Branch or Division of the Supplier? Yes No (please tick)
If yes, Name of the Branch(es) or Division(s): _____
- 3 Who was your previous supplier? _____
- 4 Date commenced operating the business for which credit is sought: ____ / ____ / ____
- 5 Estimated monthly purchases: \$ _____ per month
- 6 How is the drawer shown on the cheque which the Customer will use to pay accounts? _____
(copy out exactly what is on the cheque)
- 7 Bank Details (Principal Bank if more than one)
Name of Bank Branch Account No
- 8 Trade References (provide details for 4 referees with whom the Customer is currently trading on an account basis i.e. not COD)
Name Contact Person Phone No Fax No
- (1) _____ (____) _____ (____) _____
- (2) _____ (____) _____ (____) _____
- (3) _____ (____) _____ (____) _____
- (4) _____ (____) _____ (____) _____
- 9 Business Premises (please tick) Owned Leased/Rented Name of Landlord _____
- 10 Name and Phone No of the Customer's Accountants: Name _____ Ph. (____) _____

C USE OF INFORMATION - PRIVACY ACT

1 Authority to Obtain Information

The Customer, by signing this application, authorises the Supplier to make credit and other enquiries about the Customer within its normal procedures and to obtain information about the Customer from any credit agency.

2 Authority to Use Information

The Customer acknowledges that the information it has provided to the Supplier may be used by the Supplier:

- (a) for the purpose of administering this and any subsequent contract between the parties;
- (b) for the purpose of marketing goods and services provided by the Supplier; and
- (c) to provide the information to any person (including any employee or agent of the Supplier in the ordinary course of business) for the foregoing purposes, and the Customer, by signing this application, authorises the Supplier to retain and use the information for these purposes.

D AGREEMENT

The Customer:

- (a) applies to the Supplier for a (or a continuation of a) credit facility and, if written approval is given by the Supplier;
- (b) agrees to comply with the attached Terms and Conditions of Supply (on the last page);**
- (c) agrees that the Supplier may withdraw further credit at any time without notice.

E SIGNATURE



PLEASE READ THIS BEFORE SIGNING

- If the Customer is a company, a director of the Customer must sign, and warrants that he/she binds the Company.
- If the Customer is a partnership, a partner of the Customer must sign, and warrants that he/she binds the Partnership.
- If the Customer is an individual person, that person must sign.

Signature _____ Date ____ / ____ / ____

Full Name of Director/Partner/Individual _____

Witness (sign here) _____

Full Name of Witness _____

OFFICE USE ONLY

Comments _____

Approved by: *(please indicate)*

Credit Manager Sales Manager General Manager Divisional Chief Executive

Sign here _____ Date ____ / ____ / ____

Approved Credit Limit: \$ _____ Letter of Approval Sent to Customer on ____ / ____ / ____

Payment Terms: _____

New Account No: _____

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The Customer:

- (a) applies to the Supplier for a (or a continuation of a) credit facility and, if written approval is given by the Supplier;
- (b) **agrees to comply with the attached Terms and Conditions of Supply (on the last page);**
- (c) agrees that the Supplier may withdraw further credit at any time without notice.

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- If the Customer is a company, a director of the Customer must sign, and warrants that he/she binds the Company.
- If the Customer is a partnership, a partner of the Customer must sign, and warrants that he/she binds the Partnership.
- If the Customer is an individual person, that person must sign.

Signature _____ Date ____ / ____ / ____

Full Name of Director/Partner/Individual _____

Witness (sign here) _____

Full Name of Witness _____

OFFICE USE ONLY			
Comments _____			

Approved by: <i>(please indicate)</i>			
Credit Manager <input type="checkbox"/>	Sales Manager <input type="checkbox"/>	General Manager <input type="checkbox"/>	Divisional Chief Executive <input type="checkbox"/>
Sign here _____		Date ____ / ____ / ____	
Approved Credit Limit: \$ _____		Letter of Approval Sent to Customer on ____ / ____ / ____	
Payment Terms: _____			
New Account No: _____			



PLEASE READ THIS FIRST

- It is only necessary to complete this Guarantee if the Customer is a company.
- This Guarantee must be completed, if the Customer is a company, by all of its directors.
- This Guarantee is given in favour of all divisions, branches, business units and subsidiaries of Allied Foods Co Limited, which might at any time supply goods or services to the Customer.
- If the Customer already owes money to the Supplier, this Guarantee is given both for what is already owing and for what will become owing in future.

TO: ALLIED FOODS CO LIMITED and its related companies (as defined in the Companies Act 1993)(referred to as "you" in this Guarantee)
 In consideration of you at our request agreeing to supply or continue to supply goods and services to

_____ ("Customer")

(insert full name of company customer)

(1) _____
 (2) _____

(insert full name and address of each guarantor)

hereby agree with you as follows:

- 1 We guarantee the punctual payment to you of all money which is now or in the future owing to you by the Customer in connection with the supply of goods or services by you to the Customer, and interest payable on that money ("Guaranteed Money").
- 2 We will pay to you immediately when you demand that we do, any amount of the Guaranteed Money which the Customer has not paid by its due date.
- 3 We agree that:
 - a) this document is a continuing Guarantee for the whole of the Guaranteed Money;
 - b) our liability for the Guaranteed Money is joint and several;
 - c) you may act against each one of us as though we were the principal debtor in place of the Customer; and
 - d) we waive all our rights as surety which are inconsistent with this document.
- 4 Our obligations and liabilities under this document are not affected by:
 - a) any agreement between you and the Customer being wholly or partly unenforceable;
 - b) any release of the Customer by you;
 - c) any variation to the amount or the terms on which you provide credit or of any agreement between you and the Customer;
 - d) you granting any time to pay or other indulgence to the Customer;
 - e) negligence or mistake by you;
 - f) you taking discharging dealing with or losing any security for the Guaranteed Money;
 - g) you refusing to supply further goods or services to the Customer;
 - h) anything else which might prejudice or discharge our liability under this document.
- 5 Any one of us may only revoke our guarantee for further transactions by giving prior notice forwarded by prepaid post addressed to the directors of Allied Foods Co Limited at its registered office in Auckland and such notice shall only take effect one month after it has actually been received by the directors.
- 6 All dividends and other payments received by you from the Customer (whether in liquidation or otherwise) shall be taken and applied by you as payments in gross and the right of any one of us to be subrogated to you shall not arise until you have received the full amount of the Guaranteed Money.
- 7 This Guarantee will render each of us liable to reimburse you for any monies which you may have to pay or elect to pay to any liquidator or administrator of the Customer in response to any claim they may make against you.
- 8 This Guarantee shall bind each of us and take effect as a deed immediately that we sign it, regardless of whether or not others who we may have understood were to sign this Guarantee (including any persons named above) actually ever do so.
- 9 I/We authorise you to obtain from a credit reporting agency, a credit report containing personal information about me/us to assess whether to accept me/us as a guarantor for credit applied for, or provided to, the Customer. I/We agree that if you approve the Customer's application, this authorisation remains in force until the credit facility covered by the Customer's application ceases.

GUARANTOR*

DATE

INDEPENDENT WITNESS**

_____ Guarantor's Signature	_____ Full Name (Print)	____/____/____	_____ Witness's Signature	_____ Full Name (Print)
_____ Guarantor's Signature	_____ Full Name (Print)	____/____/____	_____ Witness's Signature	_____ Full Name (Print)
_____ Guarantor's Signature	_____ Full Name (Print)	____/____/____	_____ Witness's Signature	_____ Full Name (Print)

***The Guarantee must be signed by the individual directors.**
****The witness must be fully independent. The witness cannot be an employee or representative of the Supplier, or another Guarantor.**

1 Orders

Any provision of a particular order of the Customer which is inconsistent with or additional to these Terms and Conditions is excluded from contracts between the Supplier and the Customer.

2 Price

- 2.1 The Supplier may vary the price of goods supplied to the Customer by giving written notice of variation.
- 2.2 The variation will not apply to goods ordered before the date of receipt by the Customer of written notice of variation.

3 Delivery

- 3.1 Delivery of the goods to the Customer occurs when actually delivered by the Supplier, regardless of whether the Customer accepts delivery.
- 3.2 Any time which the Supplier quotes for delivery it an estimate only.
- 3.3 The Supplier may cancel the order if it determines that it will be unable to deliver the goods within a reasonable time.
- 3.4 The Customer shall have no claim against the Supplier if the Supplier cancels the order or fails to deliver (for any reason) the goods, or if there is a delay in delivery of the goods.
- 3.5 The Customer must accept, in fulfilment of its order, delivery of plus or minus 10% of the quantity specified in its order and must pay for the quantity actually delivered.

4 Payment

- 4.1 The Customer must pay for the goods in full in accordance with the agreed terms per the acknowledgement letter.
- 4.2 The Supplier may require the Customer to pay cash in full prior to delivery if in the Supplier's opinion the credit worthiness of the Customer becomes unsatisfactory.
- 4.3 If the Customer has not paid in full by the due date, the Supplier may:
 - (a) charge the Customer interest on the overdue monies from the date of delivery of the goods until paid in full. The interest rate may be set by the Supplier without prior notice to the Customer at such rate as the Supplier may from time to time determine;
 - (b) pursue an action for the price of the goods for which payment has not been made, even though property in the goods remains with the Supplier.
- 4.4 The Customer must pay the Supplier in full for the goods delivered even if:
 - (a) there was a delay in delivery of the goods;
 - (b) the Customer disputes the quality, quantity or condition of the goods delivered.
- 4.5 All payments must be made in New Zealand dollars.
- 4.6 The Customer must pay to and indemnify the Supplier against all costs and expenses incurred by the Supplier in connection with:
 - (a) default by the Customer under these Terms and Conditions;
 - (b) the recovery of any moneys due and payable but unpaid by the Customer; and
 - (c) the exercise or attempted exercise by the Supplier of any power conferred on it by these Terms and Conditions.

5 Risk

The risk of loss or damage to the goods shall pass to the Customer on delivery.

6 Title

- 6.1 Until the Customer has paid for the goods in full and also paid all other monies due and payable to the Supplier by the Customer:
 - (a) property in the goods shall remain with the Supplier;
 - (b) the Customer shall hold the goods as bailee;
 - (c) the Customer shall store the goods in a way that clearly indicates the Supplier's title to the goods.
- 6.2 If the Customer sells the goods to its customers the Customer, in its position as a fiduciary, assigns to the Supplier the benefit of any claim against the customers and shall hold on trust and account to the Supplier for all proceeds of sale.
- 6.3 This clause shall apply even though the Supplier may give credit to the Customer.

7 Right of Entry and Resale

- 7.1 If the Customer:
 - (a) (being a natural person) commits an act of bankruptcy;
 - (b) (being a company) does anything which entitles anyone to apply to liquidate the Customer or an administrator or receiver or receiver and manager of the Customer is appointed;
 - (c) breaches any of these Terms and Conditions.
 the Supplier may take possession of and resell the goods.
- 7.2 The Customer authorises the Supplier to enter premises where the goods may be located to take possession of the goods. The Customer indemnifies the Supplier against all claims arising out of the entry by the Supplier to premises to take possession of the goods.

8 Return of Goods

- The Supplier will not be obliged to even consider accepting any goods returned by the Customer or allowing any credit for them, unless:
- (a) a claim is notified in writing by the Customer to the Supplier within seven (7) days after the Supplier tendered delivery of the goods to the Customer or the Customer collected the goods; and
 - (b) the goods returned are accompanied by the Supplier's packing reference and original invoice or the original invoice number; and
 - (c) the goods are returned in the condition in which they were delivered or collected.

9 Liability

- 9.1 All conditions and warranties expressed or implied by law, custom or otherwise are expressly excluded to the extent permitted by law. Where so permitted, the liability of the Supplier for a breach of a condition or warranty, that cannot be excluded, is limited, at the Supplier's option, to the replacement of the goods or the supply of equivalent goods, or the cost of replacing the goods or acquiring equivalent goods.
- 9.2 So far as the law permits, the Supplier shall not be liable for any loss which may be suffered by the Customer for any reason, including, but not limited to, delay, negligence or any act, matter or thing done or permitted or omitted to be done by the Supplier.

10 Notice

- 10.1 Any notice to be given by the Supplier or the Customer to the other must be in writing and may be given by facsimile, post or hand delivered to the other's business address as last known to the party giving it.
- 10.2 A notice:
 - (a) given by facsimile shall be deemed to be given on the business day following the day it is sent;
 - (b) sent by pre-paid post shall be deemed to be given on the business day following the day on which it was posted;
 - (c) delivered by hand shall be deemed given when delivered.

11 Entire Agreement

- 11.1 These Terms and Conditions including the letter as per 4.1 constitute the entire agreement or contract between the Supplier and the Customer for the supply of goods by the Supplier.
- 11.2 The Customer acknowledges that neither the Supplier nor anyone purporting to act on its behalf has made any representation or given any promise or undertaking which is not expressly set out in writing, whether as to the fitness of the goods for any particular purpose or any other matter.
- 11.3 The Supplier may alter these Terms and Conditions:
 - (a) without notice if done so at the request of the Customer, or the Customer is in default of any of these Terms and Conditions;
 - (b) in any other case, on giving seven (7) days prior written notice to the Customer.

12 Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of New Zealand and the Supplier and the Customer submit to the jurisdiction of the Courts of New Zealand.