



**CREDIT APPLICATION FORM**

Produce Company Account Manager \_\_\_\_\_

**Customer Information**

Full Company Name: \_\_\_\_\_

Trading Name of Business: \_\_\_\_\_

Limited Company:  Inc No: \_\_\_\_\_ Partnership:  Sole Trader:

Street Address \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Owner Email Address \_\_\_\_\_ Owner Mobile \_\_\_\_\_

Site Manager \_\_\_\_\_ Site Manager Mobile \_\_\_\_\_ Main Phone \_\_\_\_\_

A/C's Payable Person: \_\_\_\_\_ Phone No: \_\_\_\_\_

Accounts/Statement Email Address \_\_\_\_\_

Paper or Email Statements?(Circle) \_\_\_\_\_ Liquor Licence Number \_\_\_\_\_ Exp Date \_\_\_\_\_

Postal Address: \_\_\_\_\_

Delivery address for goods \_\_\_\_\_

**Companies Only:**

Directors: \_\_\_\_\_ (Insert Full Names)

Traded for: \_\_\_\_\_ years New Company  First Business  Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

Solicitor: \_\_\_\_\_ Accountant: \_\_\_\_\_

**Owners Home Address (If different from above)**

Owners Name: \_\_\_\_\_ Owners Phone No: \_\_\_\_\_

Owners Address \_\_\_\_\_

**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: \_\_\_\_\_

(Please note the following businesses do not give Credit References: Banks, Insurance Companies, Power Companies, Credit Cards, DB Breweries, Lion Breweries, Coca Cola, NZ Dairy Foods, Gilmores)

**TERMS AND CONDITIONS OF TRADE:**

1. These terms and conditions shall apply to the provision of all goods and services by The Produce Company to 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 the Terms and Conditions by written notice 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 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 7<sup>th</sup> day following delivery of the goods.
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 Ltd 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 to provide that service and recover the debt.
6. Short deliveries and product damage or spoiled goods must be notified to The Produce Company as soon as discovery is made for which The Produce Company has the right to determine if it shall replace the items or offer a credit or other such course of action.
7. The Produce Company has the right to place a security of interest on the Personal Property Securities Register under the terms of the Personal Property Securities Act 1999.
8. The Buyer may not assign any of the Buyer's rights and obligations to any person without the prior consent of The Produce Company.
9. 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.
10. 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.
11. The Produce Company's total liability for damages hereunder whether in contract, tort or under any other legal theory shall be limited to the replacement of the affected goods or the supply of equivalent goods (or services, as applicable).
12. 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.
13. It is a requirement for The Produce Company to hold your liquor licence number along the expiry date in order for you to purchase alcoholic beverages from the BEVCO division of The Produce Company. All staff members who order alcoholic beverages must be over 18 years of age.

<b>Sign here</b>	<p><b>PRIVACY ACT</b></p> <p>The applicant authorizes The Produce Company to collect any such information as it may require for its credit enquiries from any third party as it considers appropriate. Accordingly, the applicant authorises any person or company to provide The Produce Company with such information as it may require in response to its credit enquiries. The information is being collected to process your credit application and monitor your credit status. The Produce Company will hold the information at the above address.</p> <p>Signed: _____ Dated: ____/____/____</p> <p>Name: _____ Title: _____</p>
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**GUARANTEE:** Each representative of the Buyer signing this contract, in consideration for The Produce Company agreeing to supply Products and grant credit to the Customer at their request, acknowledges that s/he is also signing this contract in his/her 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.

<b>Sign here</b>	<p>SIGNED _____ DATED: ____/____/____</p> <p>PRINT FULL NAME: _____</p> <p>POSITION: _____</p>
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Bank Instructions

**Authority to Accept Direct Debits**  
(Not to operate as an assignment or agreement)

**Name:**  
(Of Business)

Authorisation Code  
**0 6 1 4 5 9 9**

Bank Branch Account Number Suffix

(Please attach an encoded deposit slip to ensure your number is loaded correctly)

To: The Bank manager

Bank:  
Branch:  
Town/City:

I/We authorise you until further notice, to debit my/our account with all amounts which **The Produce Company Ltd as Trustee for The Produce Company Trust** ( Hereinafter referred to as the initiator) the registered initiator of the above Authorisation code, may initiate by Direct debit. I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed below.

**Information to appear on My/Our Bank statement:**

Payer Particulars Payer Code Payer reference

Your Signature(s)  
Date: / /

Approved  
1459  
12 2002

For Bank use only  
Original – Retain at Branch

Date Received: Recorded By: Checked By:

Bank Stamp

**CONDITIONS OF THIS AUTHORITY**

- 1. The Initiator:
(a) Has agreed to give advance notice of the net amount of each Direct Debit and the due date of the debiting at least \*..... business days before the date when the Direct Debit will be initiated.
(b) May upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the authority.
2. The Customer may:
(a) At any time, terminate this Authority as to further payments by giving written notice of termination to the Bank and to the Initiator.
(b) Stop payment of any Direct Debit to be initiated under this Authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.
3. The Customer acknowledges that:
(a) This Authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this Authority until actual notice of such event is received by the Bank.
(b) In any event this Authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
(c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this Authority.
(d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:
- the accuracy of information about Direct Debits on Bank statements.
- any variations between notices given by the Initiator and the amounts of Direct Debits.
(e) The Bank is not responsible for, or under any liability in respect of the Initiators failure to give written advance notice correctly nor for the receipt or late receipt of notice by me/us for any reason whatsoever.
4. The Bank may:
(a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other Authority, cheque or draft properly executed by me/us and given to or drawn on the Bank.
(b) At any time terminate this Authority as to future payments by notice in writing to me/us.
(c) Charge its current fees for this service on force from time-to-time.