

# FOODCHAIN

PO Box 12466, Penrose, Auckland  
Ph 09 579 1880

## APPLICATION FOR CREDIT

Customer Name: \_\_\_\_\_ Trading Name: \_\_\_\_\_

Business Structure: Sole Trader  Partnership  Limited Company  Other

Type of Business: Restaurant Café Bar Hotel Bakery Takeaway School Caterer Club

(Circle one or more) Other \_\_\_\_\_

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

Delivery Address: \_\_\_\_\_

Deliveries accepted after \_\_\_\_\_ am/pm. Special Delivery Instructions \_\_\_\_\_

Telephone No \_\_\_\_\_ A/H No. \_\_\_\_\_

Purchasing Contact: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

Accounts Contact: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email: \_\_\_\_\_

### **Company Details**

Registration Number: \_\_\_\_\_

### **Shareholders/ Directors/ Owners**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Home Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Home Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

### **Trade References**

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

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

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

TERMS OF TRADE

**PAYMENT:** All accounts are payable within seven days following transaction date. Payments made by credit charge will incur a service charge. The Customer is not entitled to withhold payment or make any deductions from the purchase price whether by way of set off, counterclaim or other legal or equitable claim without the prior consent of the Company.

**INTEREST:** Interest may be charged on overdue accounts at a rate 2% higher than Food Chain's bank business overdraft prime lending rate calculated on the overdue sum from the date of the invoice until payment in full.

**LEGAL COSTS AND COLLECTION FEES:** The Customer is liable to pay all expenses, legal costs and debt collection fees incurred by the Company in relation to collection of the debt if terms and conditions are not met.

**RETENTION OF TITLE:** All goods delivered by the company remain the company's property until the purchase price and all other money owing to the Company under the contract or otherwise have been paid in full. If required, the Customer will store the goods in such a way that they can be identified as belonging to the Company. Until payment for the goods is made in full the Company will have the right of immediate repossession of the goods and will be entitled to enter any premises occupied by the Customer to search and remove any goods belonging to it.

**RETURNS:** Any claims or credit requests must be made within 24 hours of delivery of the goods. Chilled items being returned must be stored at between 0°C and 5°C and frozen items must be stored appropriately at -18°C or less, at all times. If proof of temperature control cannot be provided, Food Chain may not allow these products to be returned, i.e., Poultry.

**SECURITY:** The Customer agrees that, for the purposes of the Personal Property Securities Act 1999 ("the PPSA"), the Company has a security interest in the goods supplied by the Company to the Customer. The security interest relates to all Goods previously supplied by the Company to the Supplier and all Goods that will be supplied in the future by the Company to the Customer.

**Signed for and on behalf of the Customer** \_\_\_\_\_ Signature.

Name \_\_\_\_\_ Date \_\_\_\_\_

Designation \_\_\_\_\_

**GUARANTEE:** In consideration of the Company agreeing to supply the above-named Customer with goods the Guarantors do jointly and severally personally guarantee the due payment of all monies owed either now or at any time hereafter. No granting of time, waiver, or forbearance to sue, or winding up or bankruptcy will release the Guarantor from liability.

**Personal Guarantees**

Signature 1) \_\_\_\_\_ DOB \_\_\_\_\_ Signature 2) \_\_\_\_\_ DOB \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Witness Full Name \_\_\_\_\_ Witness Full Name \_\_\_\_\_

Witness Address \_\_\_\_\_ Witness Address \_\_\_\_\_

Witness Signature \_\_\_\_\_ Witness Signature \_\_\_\_\_

Office Use Only

Account Code \_\_\_\_\_ Area \_\_\_\_\_ SP Code \_\_\_\_\_

Reference Check/ Authorised by \_\_\_\_\_