



Account No.....

Between the COMPANY Provida Foods Limited

27 Sheffield Street
Te Rapa
Box 20 115
Te Rapa, Hamilton

Telephone
07 849 2800
Facsimile
07 849 4633

The BUYER (Full legal name of Buyer)

TRADING BUSINESS NAME (if different from legal name)

LEGAL IDENTITY OF BUYER (one legal identity must be ticked)

Sole Trader Partnership Trust Private Company Public Company Incorporated Society

POSTAL ADDRESS

DELIVERY ADDRESS

BUSINESS PHONE NO.....

MOBILE PHONE NO.....

EMAIL ADDRESS :.....

Statements to be received by: Tick One :By PDF OR By CSV

COMPLETE IF THE BUYER IS A SOLE TRADER, PARTNERSHIP, TRUST or PRIVATE COMPANY WITH LIMITED LIABILITY

(Details for:- sole trader, two partners for a partnership, two trustees of a trust, two or more shareholders of a private Company with limited liability holding not less than 75% in aggregate of the shares in the Company)

DETAILS OF BUYER or BUYERS OFFICERS (as defined above)

1 Name in FULL..... Vehicle Plate No

Residential address..... Post Code..... Home Phone No.....

Owned Mortgaged Rented

2 Name in FULL..... Vehicle Plate No Copy D/Licence Supplied YES/NO

Residential address..... Post Code..... Home Phone No.....

Owned Mortgaged Rented

At any time has any owner, director or manager of the Buyer been the subject of Bankruptcy proceedings or been associated as a Manager, Member, Director or Partner of a business which has failed or was the subject of a scheme of arrangement, Voluntary Administration, Liquidation or to which an administrator has been appointed.

YES NO If Yes please provide details.....

OTHER DETAILS FOR PRIVATE COMPANY BUYERS

No. of shareholders owning not less than 75% of the Company.....

Are shareholder/s as above, a director/s of the Company? Yes/No

Authorised Capital for Private Company \$.....

COMPLETE IF BUYER IS A PUBLIC COMPANY, INCORPORATED SOCIETY, LOCAL AUTHORITY OR GOVERNMENT BODY

Full name of Authorised Purchasing officer..... Title

COMPLETE BY ALL BUYERS

Name of Buyer's Trading Bank..... Location..... Bank Account No.....

How many years has Buyer been trading as the Trading Business..... What are Buyers previous trading businesses

Details of businesses that are currently supplying product to the Buyer for the Trading Business on terms other than for cash Buyers Anticipated Purchases

Name..... Phone No..... From The Company Per week

Name..... Phone No..... \$.....

Name..... Phone No.....

PRIVACY ACT Under the terms of the Privacy Act (1 July 1993) the Buyer authorises any person or Company to provide the Company with such information as may be required by the Company in response to the Buyer's credit enquiries. The Buyer authorises the Company to furnish any third parties details of this terms of trade application and any subsequent dealings that the Buyer may have with the Company.

DECLARATION

I have read the terms of trade set out in this document and agree that those terms will apply to all contracts between the Company and the Buyer. I warrant to the Company that the information given in this application is to the best of my knowledge correct.

Name.....

Signature.....

(I am authorised to enter in this contract for the company)

Position Held or Owner

Identification Required. Please include a Copy of your Drivers Licence or Passport

PERSONAL GUARANTEE To be completed by Partnerships or Trusts or Business Owner or Private Company Director

In consideration of the Company agreeing to supply/continuing to supply product to the Buyer:

Print your Trading Name

hereinafter called "the principal debtor"

I/We hereby jointly and severally guarantee to the Company the due and punctual payment of all monies now due or to become due by the principal debtor to the effect that this shall be a continuing guarantee and shall remain in force notwithstanding that the principal debtor's account with the Company may from time to time be in credit and shall continue in force until expressly discharged by you in writing. I/We acknowledge that we shall be deemed a principal debtor and shall be liable accordingly. Within seven (7) days from my/our receipt of notice in writing of any default on the part of the principal debtor, I/We shall make payments to you of all sums in respect of which default has been made. I/We hereby jointly and severally confirm to have read and agree to the legal terms and conditions of trade given in the Application to Trade and Terms of Trade and as amended in writing by the Company from time to time.

Signature (s):	Full Name (s):	Date of Birth:	Date:
X			
X			

Witness(es) Signature (s):	Witness(es) Full Name (s):	Date:
X		
X		

Identification Required. Please include a **Copy of your Drivers Licence or Passport for all parties other than the Buyer.**

PROVIDA FOODS LIMITED - TERMS OF TRADE

1) **GENERAL**

- a) In these terms of trade unless the context otherwise requires the "Company" means Provida Foods Limited and its assigns.
- b) In these terms of trade unless the context otherwise requires the "Buyer" means the legal entity described as Full Legal Name of Buyer as identified on the Application section of this form.
- c) All goods sold by the Company to the Buyer are sold subject to these terms of trade.
- d) These terms of trade may be modified in writing by agreement between the Managing Director or a Director of the Company and the Buyer as defined above.
- e) If any provision of these terms of trade is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect and the parties shall adjust their respective rights and obligations in accordance with the spirit and intent of the parties as shown by these terms of trade.
- f) Any agreement between the Buyer and the Company is governed by the laws of New Zealand. The Buyer agrees that any dispute is subject to the exclusive jurisdiction of the New Zealand courts although the Company reserves the right to commence any proceedings against the Buyer in any other court.
- g) The Buyer consents to receiving periodic e-mail correspondence from the Company

2) **PAYMENT**

- a) Payment of the goods is due on delivery and shall be paid in cash unless the Company has agreed otherwise with the Buyer in writing.
- b) Payment for the goods shall be made in full and without set off and within the terms agreed between the Company and the Buyer.
- c) Failure by the Buyer to make payment to the Company on due date will constitute a default under these terms of trade and the Company will be entitled to immediately exercise all or any of its remedies in respect of the default.
- d) 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 this terms of trade document.
- e) Receipt by the Company of any cheque shall not be deemed to be payment until the cheque has been honoured and cleared by the Company's bankers.
- f) The Buyer agrees to pay the Company's debt collection agency costs and or costs and expenses on a solicitor client basis incurred by the Company as a result of the failure of the Buyer to pay in full the Buyers account with the Company in accordance with these terms of trade.
- g) The Company reserves the right to charge interest on any amounts unpaid in terms of the agreed terms of payment between the Company and the Buyer at the rate of 2% compounded monthly for the first and for each and any subsequent calendar month or part thereof that any amount due for payment remains unpaid including debt collection costs as per clause 2.f above.

3) **PRICES**

- a) Goods are sold and will be invoiced at the price charged by the Company at the date of despatch unless a prior agreement has been made regarding price
- b) All prices are subject to Goods and Services Tax and any other taxes that may apply.

4) **DELIVERY AND ACCEPTANCE**

- a) On receipt of delivery the Buyer or the Buyer's representative shall sign the Company's delivery manifest accepting delivery of the goods. Any variation between the goods delivered and those detailed on the invoice shall be recorded on the Company's numbered delivery/debit/credit form and cross-referenced on to the manifest. The Buyer shall on the Company's manifest subject to the detail on the delivery/debit/credit form then accept delivery of the goods.
- b) The Company shall not be liable or responsible for any loss, damage or expense incurred by the Buyer as a result of non-supply or delay in the despatch or delivery of the goods. The Company may deliver the goods by instalments.
- c) Without affecting the Company's other rights, the Company may suspend supply and delivery of the goods to the Buyer if the Buyer is in default in making payments due to the Company.
- d) Where the Buyer has allowed the Company access to premises to make a delivery the Company will not be liable for any loss or damage as a result irrespective of fault or whether the Buyer was present.
- e) Where the Buyer has allowed the Company to deliver to unattended premises or in circumstances the Buyer is unable to sign the manifest/delivery documents, the Buyer then accepts that they will be liable under this agreement as if they had signed the manifest/delivery documents. The company staff member making the delivery will sign the manifest/delivery document and this will be accepted by the Buyer as proof of delivery.

5) **PROPERTY**

- a) All goods sold by the Company shall remain the property of the Company and shall be separately identified as the Company's property until all monies owing by the Buyer to the Company for the goods supplied have been paid by the Buyer.
- b) If the payment by the Buyer is overdue the Company may at any time recover possession of any or all of the goods and may enter the Buyers premises for that purpose and the Buyer indemnifies the Company and its servants and agents for any liability arising as a consequence of such repossession.

- 6) **RISK**
- a) Risk in the goods shall pass to the Buyer when the goods are delivered to the agreed place of delivery.
 - b) No claim for damages to the goods delivered, or claims regarding the goods, including invoicing and delivery will be accepted by the Company unless notified to the Company within 48 hours of receipt of goods.
 - c) The Company's liability for the supply of defective goods is limited to refunding the price paid for or replacing the defective goods.
- 7) **CANCELLATION**
- a) The Company will not accept the return of goods ordered by the Buyer without prior written consent. If consent is given all costs and expenses incurred by the Company up to the date of cancellation shall be reimbursed by the Buyer. Any goods returned to the Company must be returned carriage paid by the Buyer and in good order and condition.
- 8) **SALE OF BUSINESS**
- a) These terms of trade are an exclusive contract between the Company and the Buyer to facilitate the supply of goods by the Company to the Trading Business as named in this application.
 - b) If there is any change in the Buyer's beneficial ownership of the Trading Business the Buyer must notify the Company in writing of the details of any change, including relevant details of the change in ownership and the date of the ownership change.
 - c) The Company will then arrange for a new Terms of Trade form to be completed and evaluated.
 - d) Failure by the Buyer to notify the Company of any change in the beneficial ownership of the Trading Business owned by the Buyer will result in the continuing liability and guarantees of the Buyer as set out in this Terms of Trade document for the ongoing supplies to the Trading Business, after the date of the change in beneficial ownership of the Trading Business and up to the point in time that the Buyer formally advises the Company of the change in beneficial ownership.
- 9) **SECURITY INTEREST**
- a) The Buyer agrees that for the purposes of the Person Property Securities Act 1999 ("the PPSA"), the Company has a security interest in the goods supplied by the Company to the Buyer (as detailed) in each invoice supplied to the Buyer as well as the proceeds of such goods. The Buyer agrees to sign any document required for the Company to perfect the Buyer's security interest under the PPSA and authorise the Company to sign any such documents as the Buyer's attorney.
- 10) **CONTRACTING OUT OF THE PPSA**
- a) To the extent permitted under the PPSA the Buyer agrees to waive rights as debtor. In particular, but without limitation, the Buyer agrees to waive the Buyer's right to receive a copy of the verification statement confirming registration of a financing statement or a financing charge statement relating to any security interest the Company may have in goods supplied to the Buyer from time to time.
- 11) **GOODS**
- a) The term "goods" as used in these terms and conditions, means all personal property supplied by the Company to the Buyer from time to time, together with the proceeds of such goods and includes: frozen, chilled and dry foodstuffs, packaging and paper products, plastic utensils, all goods and/or services which are described on any invoice, delivery docket, or order form, all inventory.
- 12) **MATTERS BEYOND THE CONTROL OF THE COMPANY**
- a) The Company is not responsible for any defect, failure or delay resulting from the provision of goods, or the acts or omissions of, any third party. In addition, the Company is not liable for any defect, failure or delay in providing goods, or for any loss, damage or deterioration to any goods delivered to the Buyer, where the same arises due to a cause beyond the Company's reasonable control. In no case will liability extend beyond the value of the goods supplied.
- 13) **CONSUMER GUARANTEES ACT (CGA)**
- a) Where these terms and conditions would otherwise be subject to the CGA the Buyer agrees that the Buyer is acquiring the Goods for business purposes and that the CGA does not apply to the supply of Goods to the Buyer.
- 14) **ACKNOWLEDGEMENT**
- a) The Buyer acknowledges that it has received a copy of this Terms of Trade document and in particular that this Terms of Trade document constitutes a "Security Agreement" for the purposes of the PPSA. The Buyer further acknowledges that the provisions of clause 5 (PROPERTY) are intended to create a Purchase Money Security Interest in such goods and acknowledges that the Company may register a Financing Statement or Financing Charge Statement under the PPSA in the Personal Property Securities Register in respect of this Terms of Trade document.
- 15) **CONSTRUCTION**
- a) Any contract containing these terms of trade shall be deemed to be a Contract made in New Zealand and shall be governed by New Zealand Law.

OFFICE USE ONLY REFERENCE REPORTS

1. RefereeContact Name.....

Terms.....Purchases per Period \$.....

Trading start date.....Pay on Time.....Payment Method:.....

Comments/Issues.....Approval

Reference checked by.....Date...../...../.....

Approval by Managing Director.....Date...../...../.....

CUSTOMER LOADING DETAILS

Customer No.....Rep.....Loaded By.....Date.....