



# CREDIT APPLICATION & TERMS OF TRADING AGREEMENT

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Between Bidfood Limited (the "Supplier") of Auckland

And \_\_\_\_\_ (the "Customer") of \_\_\_\_\_  
(Customer Business Name) (Suburb / Town / City)

Whereas:

- a. The Customer would like to open a credit trading account with the Supplier and provides the information set out below which it warrants to be complete and accurate in support of the application.
- b. The Supplier agrees to consider the application and to advise the Customer as to whether or not credit shall be extended to the Customer.
- c. The parties agree that in the event of the Supplier granting credit facilities to the Customer then such credit facilities shall be on all terms and conditions contained within this agreement.
- d. The Customer agrees to make payment in full by due dates as set under the following 26 terms and conditions of this agreement as below and overleaf.

1 Customer Legal Business Name \_\_\_\_\_

2 Trading as \_\_\_\_\_

3 Postal Address \_\_\_\_\_

4 Delivery Address \_\_\_\_\_

5 Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
Mobile No. \_\_\_\_\_ Email Address \_\_\_\_\_

6 Accounts Payable Contact \_\_\_\_\_ Phone No. \_\_\_\_\_  
Statement Email Address \_\_\_\_\_ Marketing Email Address \_\_\_\_\_

7 Type of Business (circle)      Sole Trader      Partnership      Company      Other \_\_\_\_\_

8 Please register my account for online ordering bidfood.co.nz and the Bidclub Rewards Points Program. (For full terms and conditions see www.bidfood.co.nz)

9 Business Start Date \_\_\_\_\_ Company Registration No. \_\_\_\_\_

10 Directors / Owners Full Name \_\_\_\_\_ Date of Birth\* \_\_\_\_\_  
Home Address \_\_\_\_\_ Home Phone No. \_\_\_\_\_  
Mobile No. \_\_\_\_\_  
Directors / Owners Full Name \_\_\_\_\_ Date of Birth\* \_\_\_\_\_  
Home Address \_\_\_\_\_ Home Phone No. \_\_\_\_\_  
Mobile No. \_\_\_\_\_

11 Has any Director or Owner ever held an account with any division of Bidfood Limited before? (circle) Yes No  
Name of Previous Business \_\_\_\_\_

12 Trade References (no banks, credit card companies, power companies, accountants, etc)  
Supplier Name 1) \_\_\_\_\_ Phone No. \_\_\_\_\_  
2) \_\_\_\_\_ Phone No. \_\_\_\_\_  
3) \_\_\_\_\_ Phone No. \_\_\_\_\_

*Terms and Conditions continue overleaf >*

### On behalf of the Customer

I / We hereby declare that I / We are authorised to sign on behalf of the Customer and that all information given is correct and that I / We have read and understood and agree to Sections 13 to 26 inclusive of the terms and conditions of trade on the reverse of this form with Bidfood Limited. I / We are aware that we are responsible for advising of any change in ownership or Directors and we remain liable for the debts in the absence of such advice.

Signed for and on behalf of the Customer 1) \_\_\_\_\_ 2) \_\_\_\_\_  
Name \_\_\_\_\_ Name \_\_\_\_\_

### Personal Guarantees

In the case of a Company the Directors of the Customer do jointly and severally personally guarantee the due payment of all monies owed either now or at any time hereafter. In addition no granting of time extension, waiver or neglect to sue on the part of Bidfood Limited shall impair this guarantee.

Guarantor Signature 1) \_\_\_\_\_ DOB \_\_\_\_\_ Guarantor Signature 2) \_\_\_\_\_ DOB \_\_\_\_\_  
Guarantor Name \_\_\_\_\_ Guarantor Name \_\_\_\_\_  
Witness Full Name \_\_\_\_\_ Witness Signature \_\_\_\_\_  
Witness Address \_\_\_\_\_

### OFFICE USE

Territory Code \_\_\_\_\_ Rep Code \_\_\_\_\_ Customer Group Category \_\_\_\_\_ Credit Controller Approval \_\_\_\_\_

### On behalf of the Supplier

We acknowledge this application and by signing this agreement we agree to extend the Customer the following credit terms.

Terms of Credit (circle)      Cash on Delivery      Weekly      Fortnightly      Monthly

Signed on behalf of the Supplier

Account Manager \_\_\_\_\_ Branch Manager \_\_\_\_\_

- 13 Force Majeure  
The Supplier will not be liable for any losses of any kind or any delay in supplying the goods which are caused whole or in part by force majeure or any other cause beyond its reasonable control.
- 14 Limitation of Liability  
To the maximum extent permissible by law, the Supplier, its employees, contractors and agents, will not be liable to the Customer or any other person for loss or damage of any kind however that loss or damage is caused or arises. The Customer indemnifies the Supplier against all costs and losses from claims from third parties arising for any reason whatsoever as a result of the Customer's resupply, use or misuse of the goods.
- 15 Personal Property Securities Act 1999 ("PPSA")
- 15.1 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:
- These terms and conditions constitute a security agreement for the purposes of the PPSA; and
  - The Customer grants to the Supplier a security interest over the Customers present and after acquired property.
  - The security interest relates to all Goods previously supplied by the Supplier to the Customer (if any) and all Goods that will be supplied in the future by the Supplier to the Customer.
- 15.2 The Customer undertakes to:
- Sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Supplier may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register.
  - Indemnify, and upon demand reimburse, the Supplier for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;
  - Not register a financing change statement or a change demand without the prior written consent of the Supplier; and
  - Immediately advise the Supplier of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 15.3 The Supplier and the Customer agree that nothing in section 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 15.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 15.5 Unless otherwise agreed to in writing by the Supplier, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 15.6 The Customer shall unconditionally ratify any actions taken by the Supplier under clauses 15.1 to 15.5.
- 16 Pursuant to the Privacy Act 1993, the Customer authorises the Supplier to collect on an ongoing basis any information as may be required to evaluate the Customer's credit worthiness. The Customer consents to the passage of information collected on to a third party who may make further enquires as to the credit worthiness of the Customer. Emails and addresses may be entered into a database and the Supplier may use this information in any media communication for future promotional, marketing and publicity purposes.
- 17 The Customer agrees that risk in goods supplied by the Supplier shall pass to the Customer on delivery. However the goods shall remain the property of the Supplier and title shall not pass to the Customer until such goods have been paid for in full. If the Customer uses or sells the goods to a third party before payment in full is made then the Customer acts as an agent in such sake and shall receive and hold the proceeds of sale as fiduciary for the Supplier to the extent of the indebtedness.
- 18 The Customer agrees that the Supplier may cease supply of goods and or close the credit facility at any time without further notice.
- 19 The Supplier reserves the right, in its sole discretion, to alter these terms and conditions at any time by notice to the Customer in writing.
- 20 The Customer agrees that failure to make payment by due date renders them liable for paying an additional interest charge at the rate of 2.5% per month compounding plus all costs of debt recovery incurred by the Supplier in the recovery of any monies owed.
- 21 The Customer accepts that they have one working day from receipt of goods delivered or prices charged to raise any disputes or else invoices as sent by the Supplier shall be acceptable and payable in full, also that goods purchased by the Supplier on behalf of the Customer to order cannot be returned.
- 22 Payment Terms - The Customer agrees that the Supplier alone will set the payment terms and the Customer shall meet the set payment terms, whereby
- Cash on delivery *payment on delivery of goods*
  - Weekly accounts *payment to reach supplier by Thursday of week following*
  - Fortnightly accounts *payment to reach supplier by Thursday of week following period end*
  - Monthly accounts *payment to reach supplier by 20th of month following*
- 23 Business Description (tick one as appropriate)
- |   |  |   |   |
|---|--|---|---|
| <input type="checkbox"/> Aged Care Independent (2202)         | <input type="checkbox"/> Club Childrens & Entertainment (2002)           | <input type="checkbox"/> Hospital National Caterer (1800)     | <input type="checkbox"/> QSR Other Chain (1503)                       |
| <input type="checkbox"/> Aged Care National Caterers (2200)   | <input type="checkbox"/> Club RSA's & Working Men's (2001)               | <input type="checkbox"/> Hospital Private Caterer (1802)      | <input type="checkbox"/> QSR Pizza Chain (1500)                       |
| <input type="checkbox"/> Aged Care Specialist Provider (2201) | <input type="checkbox"/> Club Sports (2000)                              | <input type="checkbox"/> Hotel Group (1200)                   | <input type="checkbox"/> QSR Sandwich Chain (1502)                    |
| <input type="checkbox"/> Bakery Group (2500)                  | <input type="checkbox"/> Coffee Shop / Café Branded Group (1700)         | <input type="checkbox"/> Hotel Independent (1201)             | <input type="checkbox"/> Restaurant Branded Group (1400)              |
| <input type="checkbox"/> Bakery Independent (2501)            | <input type="checkbox"/> Coffee Shop / Café Independent (1701)           | <input type="checkbox"/> Ice Cream Parlour (1600)             | <input type="checkbox"/> Restaurant Independent (1401)                |
| <input type="checkbox"/> Camp & Church/Bible School (2004)    | <input type="checkbox"/> Cruise Ships (2401)                             | <input type="checkbox"/> Juice Bar (1601)                     | <input type="checkbox"/> Retail Butchery (2601)                       |
| <input type="checkbox"/> Caterer & Canteens Industrial (1100) | <input type="checkbox"/> Defence (2301)                                  | <input type="checkbox"/> Manufacturer & Food Processor (2701) | <input type="checkbox"/> Retail Dairy, Superette & Other Route (2603) |
| <input type="checkbox"/> Caterer Airline (1900)               | <input type="checkbox"/> Educational Institution Independent (2101)      | <input type="checkbox"/> Office (3100)                        | <input type="checkbox"/> Retail Major Group (2600)                    |
| <input type="checkbox"/> Caterer Contract Other (1104)        | <input type="checkbox"/> Educational Institution National Caterer (2100) | <input type="checkbox"/> Prison (2300)                        | <input type="checkbox"/> Retail Oil Channel (2602)                    |
| <input type="checkbox"/> Caterer Mobile (1102)                | <input type="checkbox"/> Export (2800)                                   | <input type="checkbox"/> Providore (2400)                     | <input type="checkbox"/> Retail Other (2604)                          |
| <input type="checkbox"/> Charitable Organisation (3000)       | <input type="checkbox"/> Govt & Local Body (2302)                        | <input type="checkbox"/> QSR Burger Chain (1501)              | <input type="checkbox"/> Stadium (1101)                               |
| <input type="checkbox"/> Cinema / Theatre (1602)              | <input type="checkbox"/> Guest House / B&B / Motel (1300)                | <input type="checkbox"/> QSR Food Court (1504)                | <input type="checkbox"/> Vending Operator (1103)                      |
| <input type="checkbox"/> Club Other (2003)                    | <input type="checkbox"/> Hospital Health Board (1801)                    | <input type="checkbox"/> QSR Lunchbar / Takeaway (1506)       |   |
- 24 The Customer agrees that the Supplier is not liable for any costs associated with the non delivery of products ordered from the Supplier.
- 25 The Customer agrees not to set off against any payments owing to the Supplier any alleged amounts owing to the Customer and agrees to promptly pay all accounts when due.
- 26 The Customer will inform the Supplier of any health and safety requirements, including hazards identified in accordance with the Health and Safety in Employment Act 1992, relating to the Customer's premises or delivery of goods ordered by the Customer.