



Chevalier

CUSTOMER ACCOUNT APPLICATION FORM

FULL REGISTERED LEGAL NAME (i.e. not trading name):

(Please tick) Sole Trader Individual Partnership Ltd Company Other (please state):

Trading as:

Postal Address:

Physical Delivery Address:

Nature of Business: Date of Incorporation:

Email Address :

Telephone Number:..... Mobile:..... Fax:

Accounts Payable Contact Name: Phone:..... Email address.....

Owners / Directors

1: Home Address: Date of Birth:

2: Home Address: Date of Birth:

TRADE REFERENCES

Company	Contact Name	Phone Number
1.....		
2.....		
3.....		

Acceptance of Terms and Conditions of Trade

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 all of the terms and conditions of trade with Chevalier Wholesale Produce Limited. I/We are aware that we are responsible for advising of any change to the ownership and/or Directors and we remain liable for the debts in the absence of such notification.

Print Name..... Position.....

Signed Dated.....

Personal Guarantees

In consideration of Chevalier Wholesale Produce Limited agreeing to supply..... (the Customer) with goods on credit, I hereby jointly and severally agree with Chevalier Wholesale Produce Limited as follows:

- Return all equipment, including but not limiting to packaging materials and make payment of any monies owed either now or at any time hereafter
- This agreement shall be a continuing guarantee for all debts whatsoever and whensoever contracted by the Customer with respect of goods to be supplied to it.

Guarantor's Signature..... DOB..... Guarantor's Name

Witness's Signature..... Witness's Full Name.....

Witness's Address..... Dated.....

Please complete and return to:

Chevalier Wholesale Produce Limited, P.O. Box 19-030 Avondale, Auckland. Phone: 09 828 8348 Fax 09 828 8328

TERMS & CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1 "Chevalier Wholesale Produce" shall mean Chevalier Wholesale Produce Limited or any agents or employees thereof.
- 1.2 "Customer" shall mean the client, any person acting on behalf of and with the authority of the customer, or any person purchasing produce from Chevalier Wholesale Produce.
- 1.3 "Produce" shall mean all goods and produce provided by Chevalier Wholesale Produce to the customer including without limitation the local wholesale supply of all foodstuffs, and all charges for freight, labour and work, hire charges, insurance charges, or any fee or charge associated with the supply of produce by Chevalier Wholesale Produce to the customer.

2. ACCEPTANCE

- 2.1 Any instructions received by Chevalier Wholesale Produce from the customer for the supply of produce shall constitute a binding contract and acceptance of the terms and conditions contained herein.

3. COLLECTION AND USE OF INFORMATION

- 3.1 The customer authorises Chevalier Wholesale Produce to collect, retain and use any information about the customer, or for the purpose of assessing the customer's credit worthiness, enforcing any rights under this contract, or marketing any produce provided by Chevalier Wholesale Produce to any other party.
- 3.2 The customer authorises Chevalier Wholesale Produce to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

4. PPSA SECURITY INTEREST

- 4.1 The Customer grants to Chevalier Wholesale Produce a Security Interest in the goods and their Proceeds to secure the obligation of the Customer to pay the purchase price of the goods and any other obligations of the Customer to Chevalier Wholesale Produce under this contract (together "the Indebtedness") and, where the goods and/or Proceeds are not readily identifiable and/or traceable or their recoverable value is insufficient to pay the indebtedness, the security interest shall also extend to all the Customers present and after acquired goods, supplies and packaging (crates, pallets etc) of which the goods form part, to the extent required to secure the Indebtedness.

5. PAYMENT

- 5.1 Unless otherwise agreed, payment for produce shall be made in full with seven (7) days from the date of supply or the date of the invoice whichever is the earlier ("the due date").
- 5.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.3 Any expenses, disbursements and legal costs incurred by Chevalier Wholesale Produce in the enforcement of any rights contained in this contract shall be paid by the customer, including any reasonable solicitor's fees or debt collection agency fees.
- 5.3 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- 5.4 Deposits of 10% to 50% may be required.

6. QUOTATION

- 6.1 Where a quotation is given by Chevalier Wholesale Produce for produce:
 - 6.1.1 The quotation shall be valid (unless otherwise agreed) for thirty (30) days from the date of issue; and
 - 6.1.2 The quotation shall be exclusive of Goods and Services Tax unless specifically stated to the contrary.
- 6.2 Where produce is required in addition to the quote or the quote is required to be varied the customer agrees to pay for the additional cost of such produce including the variations.
- 6.3 Deposits of 10% to 50% may be required.

7. RISK

- 7.1 The produce remains at Chevalier Wholesale Produce's risk until delivery, but when title passes to the customer pursuant to clause 9.1 of this contract the produce is at the customer's risk whether delivery has been made or not.
- 7.2 Delivery of produce shall be deemed complete when Chevalier Wholesale Produce gives possession of the produce to the customer, or possession of produce is given to a carrier, courier or other bailee for the purposes of transmission to the customer.

8. AGENCY

- 8.1 The customer authorises Chevalier Wholesale Produce to contract either as principal or agent for the provision of produce that is the matter of this contract.
- 8.2 Where Chevalier Wholesale Produce enters into a contract of the type referred to in clause 8.1 it shall be read with and form part of this agreement and the customer agrees to pay any amounts due under that contract.

9. TITLE

- 9.1 If the produce is ascertained and in a deliverable state, title in the produce passes to the customer when the customer has made payment for all produce provided by Chevalier Wholesale Produce.
- 9.2 Where the customer has not paid for any produce in its possession property in such produce shall remain with Chevalier Wholesale Produce and:
 - 9.2.1 The produce shall be held by the customer as bailee; and
 - 9.2.2 Title in the produce shall remain with Chevalier Wholesale Produce until the customer has made payment for the produce.
- 9.3 The customer gives irrevocable authority to Chevalier Wholesale Produce to enter any premises occupied by the customer, at any reasonable time, to remove any produce not paid for in full by the customer. Chevalier Wholesale Produce shall not

be liable for costs, damages or expenses or any other losses incurred by the customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever.

10. LIABILITY

- 10.1 The Consumer Guarantees Act 1993, the Commerce Act 1986, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Chevalier Wholesale Produce which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Chevalier Wholesale Produce, Chevalier Wholesale Produce's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
- 10.2 Except as otherwise provided by clause 10.1 Chevalier Wholesale Produce shall not be liable for:
 - 10.2.1 Any loss or damage of any kind whatsoever including consequential loss whether suffered or incurred by the customer or another person and whether in contract, or tort, or otherwise and whether such loss or damage arises directly or indirectly from produce provided by Chevalier Wholesale Produce to the customer, and
 - 10.2.3 The customer shall indemnify Chevalier Wholesale Produce against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Chevalier Wholesale Produce or otherwise, brought by any person in connection with any matter, act, omission, or error by Chevalier Wholesale Produce its agents or employees in connection with the produce.

11. DISPUTES

- 11.1 No claim relating to produce will be considered unless made within twenty-four (24) hours of delivery.

12. CONSUMER GUARANTEES ACT

- 12.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the customer acquires produce from Chevalier Wholesale Produce for the purposes of a business in terms of section 2 and 43 of that Act.

13. GENERAL LIEN

- 13.1 The customer agrees that Chevalier Wholesale Produce may exercise a general lien against any produce or any property belonging to the customer that is in the possession of Chevalier Wholesale Produce for all sums outstanding under this contract and any other contract to which the customer and company are parties.
- 13.2 If the lien is not satisfied within 7 days of the due date Chevalier Wholesale Produce may having given notice of the lien at its option either:
 - 13.2.1 Remove such produce and store them in such a place and in such a manner as Chevalier Wholesale Produce shall think fit and proper and at the risk and expense of the customer; or
 - 13.2.2 Sell such produce or part thereof upon such terms as it shall think fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for damage caused.

14. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

- 14.1 If the customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for Chevalier Wholesale Produce agreeing to supply produce and grant credit to the customer, also sign this contract in their personal capacity and jointly and severally personally guarantee and undertake to Chevalier Wholesale Produce the payment of any and all other monies now or hereafter owed by the customer to Chevalier Wholesale Produce. Any personal guarantee made by any party shall not exclude the customer in any way whatsoever from the liabilities and obligations contained in this contract. The guarantors and customer shall be jointly and severally liable under the terms and conditions of this contract.

15. MISCELLANEOUS

- 15.1 The customer shall not assign all or any of its rights or obligations under this contract without the written consent of Chevalier Wholesale Produce.
- 15.2 Chevalier Wholesale Produce shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 15.3 Failure by Chevalier Wholesale Produce to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Chevalier Wholesale Produce has under this contract.
- 15.4 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.



Chevalier

34 Fremlin Place, P.O. Box 19-030 Avondale, Auckland, New Zealand
Phone: +64 9 828 8348, Fax: +64 9 828 8328
www.chevalierproduce.co.nz

Name of account to be debited:

**AUTHORITY
TO ACCEPT
DIRECT DEBITS**
(Not to operate as an
assignment or an

Account details:

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Bank Branch number

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Account number

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Suffix

To the Manager: please print full postal address clearly

Bank	
Branch	
Address	

AUTHORISATION CODE

0	2	1	9	8	4	5
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Date:

I/We authorise you until further notice in writing to debit my/our account with you with all amounts which

Chevalier Wholesale Produce Limited

(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 on this form.

Information to appear in my/our bank statement:

Payer Particulars

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Payer Code

--	--	--	--	--	--	--	--	--	--	--	--

Payer Reference

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Name of Account

Authorised Signature(s)

Approved

For Bank Use Only

Date Received:	Recorded By:	Checked By:
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BANK STAMP

1984
07 10

Original – Retain at Branch
Copy – Forward to Initiator if requested

CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

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 two business days before the date when the Direct Debit will be initiated. This advance notice must be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically). The advance notice will include the following message:-
"The amount of \$....., will be Direct Debited to your Bank account on (initiating date)."
- (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. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

2. The Customer may:-

- (a) At any time, terminate this Authority as to future payments by giving notice of termination to the Bank and to the Initiator by means agreed by the customer, Bank and 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. Any other dispute lies between me/us and the Initiator.
- (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; and
 - 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 Initiator's failure to give notice in accordance with 1(a) nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

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 signed 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 in force from time-to-time.