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Wellington 5024  
New Zealand  
director@ffh.nz  
04-9090277

## ACCOUNT APPLICATION FORM

TRADING NAME:	EST. DATE:
REGISTERED COMPANY NAME/ NZBN :	BUSINESS TYPE :
MAILING ADDRESS :	
DELIVERY ADDRESS :	MOBILE :
	FAX:
EMAIL:	

OWNER / DIRECTOR:	1)	2)
NAME :		
OTHER NAME:		
RESIDENTIAL ADDRESS:		
HOME PHONE :		

ACCOUNTANT NAME : PHONE :

SOLICITORS NAME : PHONE :

BANK : BRANCH :

TRADE REFERENCE (REQUIRED) :	PHONE :
1)	
2)	
3)	

**CREDIT TERMS :** Payment should be received in FULL by/or at the time of supply of goods. Where applicable, Consultants Global Ltd reserves the right to charge interest on the unpaid balance at the rate of 3% per day above their current bank overdraft rate then in force. All goods remain the property of Consultants Global Ltd until payment is received in full. Shipping will be quoted as separate line item in invoice.

**DECLARATION: I/WE AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS INCLUDED ON THIS CREDIT APPLICATION FORM. I/WE AGREE TO BE RESPONSIBLE FOR ALL COSTS INCURRED IN RELATION TO FULL SETTLEMENT OF THIS ACCOUNT IN THE EVENT OUTSTANDING PAYMENTS BE DUE.**

I/We authorise any person or company to provide you with such information as you may require in response to your credit enquiries. I/We further authorise you to furnish any third party details of this application and any subsequent dealings that I/We may have with you as a result of this application being actioned by you.

SIGNED: \_\_\_\_\_ DATE : \_\_\_\_\_  
DIRECTOR / OWNER

**PERSONAL GUARANTEE:** In consideration of Consultants Global Ltd supplying and at my/our request agreeing to continue to supply product to the Customer named above, I/we, the person named below, jointly and severally guarantee to Consultants Global Ltd the due and punctual payment of all monies payable by the Customer to Consultants Global Ltd from time to time, and will pay Consultants Global Ltd those monies on demand. I/We will also be a principal debtor in respect of those monies. This guarantee will continue until expressly released by Consultants Global Ltd in writing. No other act or omission by Consultants Global Ltd that would otherwise limit or release this guarantee will have that effect. I/We have read and agree to the Terms of Trade in the Application to Trade and agree that the provisions of clause 7 (Privacy Act 1993) apply to me/us as if I/we were the Customer.

SIGNED : \_\_\_\_\_ FULL NAME: \_\_\_\_\_ DATE : \_\_\_\_\_  
DIRECTOR / Shareholder

SIGNED BY \_\_\_\_\_ FULL NAME: \_\_\_\_\_ DATE : \_\_\_\_\_  
WITNESS:

OFFICE USE: \_\_\_\_\_  
CUSTOMER NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

TERMS & CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1 "Agreement" shall mean the account application form and these terms and conditions of trade.
- 1.2 "Consultants Global Ltd" shall mean Consultants Global Ltd or any agents or employees thereof.
- 1.3 "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing Products from Consultants Global Ltd.
- 1.4 "Products" shall mean:
- 1.4.1 All Products of the general description specified on the front of this Agreement and supplied by Consultants Global Ltd to the Customer;
- 1.4.2 All Products supplied by Consultants Global Ltd to the Customer;
- 1.4.3 All inventory of the Customer that is supplied by Consultants Global Ltd;
- 1.4.4 All Products supplied by Consultants Global Ltd and further identified in any invoice issued by Consultants Global Ltd to the Customer, which invoices are deemed to be incorporated into and form part of this Agreement;
- 1.4.5 All Products that are marked as having been supplied by Consultants Global Ltd or that are stored by the Customer in a manner that enables them to be identified as having been supplied by Consultants Global Ltd; and
- 1.4.6 All of the Customer's present and after-acquired Products that Consultants Global Ltd have performed work on or to or in which goods or materials supplied or financed by Consultants Global Ltd have been attached or incorporated.
- 1.4.7 The above descriptions may overlap but each is independent of and does not limit the others.
- 1.5 "Products" shall also mean without limitation the importation, export, wholesale, retail and distribution of foods and food products and associated products and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Products by Consultants Global Ltd to the Customer.
- 1.6 "Price" shall mean the cost of the Products as agreed between Consultants Global Ltd and the Customer and includes all disbursements e.g. charges Consultants Global Ltd pays to others on the Customer's behalf subject to Clause 4 of this Agreement.

2. ACCEPTANCE

- 2.1 Any instructions received by Consultants Global Ltd from the Customer for the supply of Products shall constitute a binding agreement and acceptance of the terms and conditions of trade contained herein.

3. COLLECTION AND USE OF INFORMATION

- 3.1 The Customer authorises Consultants Global Ltd to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this Agreement, or marketing any Products provided by Consultants Global Ltd to any other party.
- 3.2 The Customer authorises Consultants Global Ltd 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. PRICE

- 4.1 Where no price is stated in writing the Products shall be deemed to be sold at the current amount as such Products are sold by Consultants Global Ltd at the time of this Agreement.
- 4.2 The price may be increased (due to exchange rate fluctuations) by the amount of any reasonable increase in the cost of supply of the Products that is beyond the control of Consultants Global Ltd between the date of this Agreement and delivery of the Products.

5. PAYMENT

- 5.1 Unless otherwise agreed, payment for Products shall be made:
- 5.1.1 In full in advance of delivery of Products;
- 5.1.2 In cash on delivery of Products;
- 5.1.3 In full within seven (7) days of receipt of Products; or
- 5.1.4 In full on or before the 20th of the month following the date of invoice ("the Due Date").
- 5.2 Consultants Global Ltd may at its discretion elect to enforce a method of payment set out in clauses 5.1.1 to 5.1.4 if the Customer has failed to pay all amounts owing after the Due Date within a reasonable period of time.
- 5.3 Interest may be charged on any amount owing after the Due Date at the rate of 3% per month or part month.
- 5.4 Any expenses, disbursements and legal costs incurred by Consultants Global Ltd in the enforcement of any rights contained in this Agreement shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.
- 5.5 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- 5.6 A deposit may be required.

6. QUOTATION

- 6.1 Where a quotation is given by Consultants Global Ltd for Products:
- 6.1.1 Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue;
- 6.1.2 The quotation shall be exclusive of Goods and Services Tax unless specifically stated to the contrary; and
- 6.1.3 Consultants Global Ltd reserves the right to alter the quotation because of circumstances beyond its control.
- 6.2 Where goods are required in addition to the quotation, the Customer agrees to pay for the additional cost of such goods.

7. RISK

- 7.1 The Products remain at Consultants Global Ltd's risk until delivery to the Customer.
- 7.2 Delivery of Products shall be deemed complete when Consultants Global Ltd gives possession of the Products directly to the Customer or possession of the Products is given to a carrier, courier, or other bailee for purposes of transmission to the Customer.

8. AGENCY

- 8.1 The Customer authorises Consultants Global Ltd to act either as principal or agent for the provision of Products that are the subject matter of this Agreement.
- 8.2 Where Consultants Global Ltd enters into an agreement 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 agreement.

9. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

- 9.1 Title in any Products supplied by Consultants Global Ltd passes to the Customer only when the Customer has made payment in full for all Products provided by Consultants Global Ltd and of all other sums due to Consultants Global Ltd by the Customer on any account whatsoever. Until all sums due to Consultants Global Ltd by the Customer have been paid in full, Consultants Global Ltd has a security interest in all Products.
- 9.2 If the Products are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Products shall remain with Consultants Global Ltd until the Customer has made payment for all Products, and where those Products are mixed with other property so as to be part of or a constituent of any new Products, title to these new Products shall deemed to be assigned to Consultants Global Ltd as security for the full satisfaction by the Customer of the full amount owing between Consultants Global Ltd and Customer.
- 9.3 The Customer gives irrevocable authority to Consultants Global Ltd to enter any premises occupied by the Customer or on which Products are situated at any reasonable time after default by the Customer or before

default if Consultants Global Ltd believes a default is likely and to remove and repossess any Products and any other property to which Products are attached or in which Products are incorporated. Consultants Global Ltd shall not be liable for any costs, damages, expenses or 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 unless by statute such liability cannot be excluded. Consultants Global Ltd may either resell any repossessed Products and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Products and credit the Customer's account with the invoice value thereof less such sum as Consultants Global Ltd reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.

- 9.4 Where Products are retained by Consultants Global Ltd pursuant to Clause 9.3 the Customer waives the right to receive notice under Section 120 of the Personal Property Securities Act 1999 ("PPSA") and to object under Section 121 of the PPSA.

Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that: a) These terms and conditions constitute a security agreement for the purposes of the PPSA; and b) The Customer grants to the Supplier a security interest over the Customers present and after acquired property. c) 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.

The Customer hereby waives its rights contained in sections 114(1)(a), 116, 125, 126, 127, 127, 131 and 132 of the PPSA.

- 9.5 The following shall constitute defaults by the Customer:

- 9.5.1 Non-payment of any sum by the Due Date.
- 9.5.2 The Customer intimates that it will not pay any sum by the Due Date.
- 9.5.3 Any Products are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Products.
- 9.5.4 Any Products in the possession of the Customer are materially damaged while any sum due from the Customer to Consultants Global Ltd remains unpaid.
- 9.5.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distrains against any of the Customer's assets.
- 9.5.6 A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.
- 9.5.7 Any material adverse change in the financial position of the Customer.

- 9.6 If the Credit Contracts and Consumer Finance Act 2003 applies to any transaction between the Customer and Consultants Global Ltd, the Customer has the rights provided in that Act despite anything contained in these terms and conditions of trade.

10. PAYMENT ALLOCATION

- 10.1 Consultants Global Ltd may in its discretion allocate any payment received from the Customer towards any invoice that Consultants Global Ltd determines and may do so at the time of receipt or at any time afterwards and on default by the Customer may reallocate any payments previously received and allocated. In the absence of any payment allocation by Consultants Global Ltd, payment shall be deemed to be allocated in such manner as preserves the maximum value of Consultants Global Ltd's purchase money security interest (as defined under Section 16 of the PPSA) in the Products.

11. DISPUTES

- 11.1 No claim relating to the Products shall be considered unless it is made within seven (7) days of delivery.
- 11.2 If the Products are not accepted in accordance with Clause 11.1, the Customer shall pay all costs of the returns to Consultants Global Ltd.
- 11.3 No Products that have been opened will be accepted for return.

12. LIABILITY

- 12.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Consultants Global Ltd 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 Consultants Global Ltd, Consultants Global Ltd'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.
- 12.2 Except as otherwise provided by Clause 12.1 Consultants Global Ltd shall not be liable for:
- 12.2.1 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 (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Products provided by Consultants Global Ltd to the Customer; and
- 12.2.2 The Customer shall indemnify Consultants Global Ltd 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 Consultants Global Ltd or otherwise, brought by any person in connection with any matter, act, omission, or error by Consultants Global Ltd, its agents or employees in connection with the Products.

13. CONSUMER GUARANTEES ACT

- 13.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Products from Consultants Global Ltd for the purposes of a business in terms of Sections 2 and 43 of that Act.

14. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

- 14.1 If the Customer is a company or trust, the director(s), trustee(s) or authorised person(s) signing this Agreement, in consideration for Consultants Global Ltd agreeing to supply Products and grant credit to the Customer at their request, also sign this Agreement in their personal capacity and jointly and severally personally undertake as principal debtors to Consultants Global Ltd the payment of any and all monies now or hereafter owed by the Customer to Consultants Global Ltd and indemnify Consultants Global Ltd against non-payment by the Customer. Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligation contained in this Agreement. The signatories and Customer shall be jointly and severally liable under the terms and conditions of this Agreement and for payment of all sums due hereunder.

15. MISCELLANEOUS

- 15.1 Consultants Global Ltd shall not be liable for any delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 15.2 Failure by Consultants Global Ltd to enforce any of the terms and conditions contained in this Agreement shall not be deemed to be a waiver of any of the rights or obligations Consultants Global Ltd has under this Agreement.
- 15.3 If any provision of this Agreement 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.
- 15.4 The client shall not assign all or any of its rights or obligations under this Agreement without the written consent of Consultants Global Ltd.
- 15.5 Where these terms and conditions of trade are at variance with the order or instructions from the Customer these terms and conditions of trade shall prevail.
- 15.6 The Laws of New Zealand applies to this Agreement.