

# FreshGroup

application for credit

Trade Name: .....

Sole Trader    Partnership    Trading As    Company    Other (please specify)

Legal Name: .....

Physical Address:                      Post Code   
.....  
.....  
.....

Postal Address:                                      Post Code   
.....  
.....  
.....

Email: .....

Website: .....

Business Activities: .....

Telephone: (    ) .....  
Fax: (    ) .....  
Mobile: (    ) .....

If a Company:  
Company Number: .....  
Registered Office Address: .....  
.....  
Principal Shareholders or Proprietors:  
.....  
Name/Address of all Directors, or Partners (if not named above):  
.....  
.....  
.....

If a Partnership or Sole Trader:  
Date of Birth: .....  
Identification Type: .....  
Identification No: .....  
Are copies of drivers license or birth certificate or passport attached?

Bank: ..... Branch: .....  
Solicitor's Name and Address: .....  
.....  
Accountant's Name and Address: .....  
.....  
.....

Independent Trade References:  
(not Utilities, Solicitors, Accountants or Banks)  
1. .... Ph: (    ) .....  
2. .... Ph: (    ) .....  
3. .... Ph: (    ) .....

Main Site Contacts:  
Persons with Authority to order are:  
.....  
Purchasing Contact:  
Name: .....  
Phone: (    ) ..... Mob: (    ) .....  
Email: .....

Accounts Payable Contact:  
Name: .....  
Phone: (    ) ..... Mob: (    ) .....  
Email: .....

Online Ordering                      I do not wish to order online   
All of our customers are automatically set up with a login and password which enables them to order online. If you **DO NOT** wish to order online, please tick the box above.

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application for credit continued

**Personal Guarantee for the supply of Goods and/or Services to** .....(customer name)

To: ..... (Please specify correct legal entity)

PO Box 912  
Pukekohe  
Auckland 2340

In consideration of you at my request agreeing to supply ..... (insert customer name) (the "Customer"), with Goods and/or Services ("Goods") from time to time for the purposes of its business I hereby:

1. Unconditionally guarantee to you the due and punctual payment by the Customer of all monies as and when the same shall become due and payable by the Customer to you in respect of the purchase price of the Goods and the due observance and performance by the Customer of all its obligations in respect of any agreements relating to the Goods.
2. I agree that my liability under this guarantee shall not be discharged, abrogated, prejudiced or affected by any of the following.
  - 2.1 The granting of time, credit or any indulgence or other concession to the Customer.
  - 2.2 By the release, abandonment, waiver, variation, relinquishment of any securities or any rights that you may have against the Customer.
  - 2.3 Any alteration, modification, variation or addition to any agreement relating to the supply of the Goods.
  - 2.4 Any other act, event or omission which but for this clause might operate to discharge, impair or otherwise affect this guarantee and my obligations contained in this guarantee or any of the rights, powers or remedies conferred upon you by this guarantee or by law.
3. This Guarantee shall be a continuing Guarantee and shall remain in full force and effect until the Customer has paid you all monies due in respect of the Goods or I have given written notice to terminate any future liability under this guarantee. If such notice has been given I shall be under no liability in respect of any Goods which may be delivered to the Customer after the said notice has been given.
4. I agree to waive any rights of subrogation in respect of any security held by you in respect of the Customer's obligations to you until the Customer has paid all monies due to you in respect of the Goods.

Customer Initials..... Sales Representative Initials.....

**Application for Credit Declaration:**

I, ..... (Name):

- Have read the Terms and Conditions of Trade;
- Understand the Terms and Conditions of Trade;
- Agree to the Terms and Conditions of Trade;
- Confirm that I am authorised to accept these Terms and Conditions of Trade on behalf of the Customer;
- Agree the Vendor shall retain full ownership of all Goods and Services supplied;
- Authorise any person or company, under the Privacy Act 1993, to provide the Vendor with any information the Vendor may require in response to its credit enquiries;
- Authorise you to furnish to any third party details of this application for credit and any subsequent dealings the Customer may have with you;
- Undertake to pay the account as it falls due;
- Acknowledge that in default of prompt payment, interest will accrue at the rate of 2.5% per month;
- Agree all unpaid accounts will incur collection/legal fees (as between solicitor and client)

Signed: ..... Company Director/Partner/Proprietor/Manager

Title: ..... Date: .....

**Personal Guarantee:**

SIGNED by (Name): .....

Signature: .....

**In the Presence of:**

Witness Name: .....

Witness Signature: .....

Witness Occupation: .....

Witness Address: .....

**This form was completed by:**

Name: .....

Title: .....

Date: .....

**OFFICE USE ONLY**

Account Code: ..... Sales Rep: .....

Pricing/Discount: .....

Payment Method: D/D  D/C  Other

Terms (tick one):

Weekly

Monthly  Manager's Approval: .....

**Company (tick as applicable):**

Fresh Connection

Fresh Technologies

Fresh Link

CEDATS NI  CEDATS SI

Date Approved: .....

**Branch (tick one):**

Auckland  Nelson

Wellington  Christchurch

Hawkes Bay  Dunedin

Taranaki

Entered By: .....