



**APPLICATION FOR 7-DAY CREDIT ACCOUNT**

This customer must be the legal entity which conducts the business. If in doubt, their customer should ask their accountant or solicitor. The customer must not just be the business name.

The Customer must be either:

- A company (i.e. the name ends in Ltd/Limited) in which case: the name of the company is to be inserted as the customer below and all of the directors are to be inserted where asked
- A partnership - in which case: the name of the partner is to be inserted as the Customer and all of the partners are to be inserted where asked
- An individual person - in which case: That persons full name is to be inserted as the Customer where asked.

Name of Customer (Company/Partnership/Individual): \_\_\_\_\_

Trading Name: \_\_\_\_\_

Registered Office: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Postal Address (for accounts) \_\_\_\_\_

Telephone Number \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Contact Name(s) : \_\_\_\_\_

Company / Partnership / Sole Trader / Other (delete as appropriate)

Date Commenced Business: \_\_\_\_\_ Paid Up Capital \_\_\_\_\_

Directors/Partners Name	Private Address	Telephone Number



Your Bank \_\_\_\_\_ Branch \_\_\_\_\_

Your Solicitor \_\_\_\_\_

Trade references:

Company	Telephone Number/s

Trading Terms: 7 Day Account

I/We agree to abide by the terms and conditions set out on the reverse of the form. I/We further state that the information given above is true and correct in every detail and that I/We undertake to advise Luv a Pie Foods Ltd should there be any change. I/We further authorize any person or company to provide you with such information as you may require in response to this request for credit. The above authorizations are both provided in terms of the Privacy Act 1993 and for the purpose of credit enquiries or for any lawful purpose. I/We further authorize you to furnish to any third party details of this application and any subsequent dealings that Luv a Pie Ltd may have with us as a result of this application.

Use Of Information - Privacy Act

1. Authority to obtain information
2. The customer, by signing this application, authorizes the Supplier to make credit and other enquiries about the Customer within its normal procedures and to obtain information about the customer from any credit agency.

For and on behalf of \_\_\_\_\_

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_



## TERMS AND CONDITIONS OF SALE

Unless expressly altered or modified in writing and signed by Luv a Pie Foods Ltd (LAP) representative, the following terms and conditions shall form part of all contracts involving product supplied by LAP. Receipt of an order will be deemed to be acceptance by the Buyer of these terms, notwithstanding anything stated to the contrary in the Buyer's inquiries or on the buyer's orders:

3. Payment: If not supplied for Cash on Delivery, Goods are supplied on 7-day credit account. Payment is to be made by the Friday of the week following delivery of the goods;
4. LAP reserves the right to charge interest on all overdue accounts at 10% per month, from the due date until the date payment is made;
5. LAP may withdraw or limit credit facilities at any time, at its absolute discretion and with or without notice;
6. in the event of default or non-payment on the due date, or breach of these terms and conditions or insolvency of the Buyer:
  - (i) All sums outstanding to LAP become immediately due and payable; and
  - (ii) the Buyer indemnifies LAP for any loss, expenses or costs it may incur or suffer as a result of the Buyer's default; and
  - (iii) all legal and collection costs in recovering or collection any outstanding money, recovering goods or remedying any default shall be recoverable against the Buyer;
7. pending full payment by the buyer, the buyer shall hold the goods and/or the proceeds of their sale on behalf of LAP as its bailee;
8. any liability of the Buyer is to be unaffected by the sale, transfer or termination of the business of the Buyer;
9. goods are at Buyers risk from the time the goods are delivered to the Buyer's premises. Buyers should provide a chilled (4°C) storage facility, secure from vermin or insect infestation risk;
10. for orders less than \$30 (including GST) a delivery charge will be applied to the Buyer's account;
11. LAP uses its best endeavours to ensure all product meets a high standard of quality and to the exclusion of all statutory or other implied warranties and conditions, an undertaking is given to replace or credit any defective product providing that product can be immediately made available to LAP for inspection;
12. claims for damaged or defective goods or packing errors must be advised before midday on the day of delivery to the Buyer, and an opportunity given to LAP to investigate the claim;
13. LAP's liability in the event of a valid claim will not exceed the sale price of the goods concerned and to the extent permitted by law, warranties and conditions implied by any statute are hereby expressly negated;
14. delivery boxes (printed Luv a Pie) remain the property of LAP and should be left out for pick up on the next delivery. LAP reserves the right to charge for non returned boxes at replacement cost (\$8.00 per box);
15. the Buyer acknowledges the goods are acquired for the purpose of re-supplying these in trade, and the provisions of the Consumer Guarantees Act 1993 do not apply.