



BAKED IN THE WAIRARAPA

Est. 1983

This agreement made the _____ day of _____ 20

Between Village Hot Bread Limited (the "Supplier") of Masterton,

and _____ (the "Customer") of _____
(Customer Business Name) (Suburb / Town / City)

APPLICANT DETAILS

Customer Legal Business Name: _____

Trading Entity: [] Limited Liability Company [] Sole Trader [] Self Employed [] Partnership []

Other: _____

*Note: If Sole Trader, Partnership, Self Employed or Other, please **attach** a photocopy of your Drivers License to this application form.*

Delivery Address of Customer: _____

Postal Address of Customer: _____

Telephone No: _____ Other phone number: _____

Email address: _____ Fax No: _____

Activities of Business: _____

Postal Address for Accounts: _____

Accounts Contact: _____ GST No: _____

Fax No: _____ Email address: _____

Bank: _____ Branch: _____ Account No: _____

Email address for invoices and statements: _____

OWNERSHIP

Directors / Owners

Full Name: _____ Date of Birth: _____

Home Address: _____

Home Phone No.: _____ Mobile No. : _____

Full Name: _____ Date of Birth: _____

Home Address: _____

Home Phone No.: _____ Mobile No. : _____

TRADE REFERENCES

For Trade References please nominate businesses you are dealing with on regular credit terms.

- 1. _____
ContactPhone (.....)
- 2. _____
ContactPhone (.....)
- 3. _____
ContactPhone (.....)

Whereas:

- A. The Customer would like to open a credit trading account with the Supplier and provides the information herein 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 terms of this agreement
- I / We hereby declare that I / We are authorised to sign on behalf of the Customer and that I / We have read and understood and agree to all the terms and conditions contained herein.

Signed: _____ Print Name: _____
(Authorised signatory of the Customer)

Position: _____

Signed: _____ Print Name: _____
(Authorised signatory of the Customer)

Position: _____

PERSONAL GUARANTEE

The guarantor(s) undertake joint and several liability with the Applicant for all obligations imposed on the Applicant under this credit account application on the terms and conditions stated in the Company's terms and conditions of trade **attached** to this credit account application and also located at www.waipie.co.nz

Signed: _____ Print Name: _____

Date: _____ 20

Signed: _____ Print Name: _____

Date: _____ 20

**WARNING: THIS IS AN IMPORTANT DOCUMENT
YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT**

TERMS & CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1. "Waipie Foods" shall also mean Village Hot Bread Limited, Waipie Pies or Village Bakery & Café, or any agents or employees thereof.
- 1.2. "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing products and services from Waipie Foods.
- 1.3. "Products" shall mean:
 - 1.3.1. all Products of the general description specified on the standard price sheet and supplied by Waipie Foods to the Customer; and
 - 1.3.2. all Products supplied by Waipie Foods to the Customer; and
 - 1.3.3. all inventory of the Customer that is supplied by Waipie Foods; and
 - 1.3.4. all Products supplied by Waipie Foods and further identified in any invoice issued by Waipie Foods to the Customer, which invoices are deemed to be incorporated into and form part of this agreement; and
 - 1.3.5. all Products that are marked as having been supplied by Waipie Foods or that are stored by the Customer in a manner that enables them to be identified as having been supplied by Waipie Foods; and
 - 1.3.6. all of the Customer's present and after-acquired Products that Waipie Foods has performed work on or to or in which goods or materials supplied or financed by Waipie Foods have been attached or incorporated.
 - 1.3.7. The above descriptions may overlap but each is independent of and does not limit the others, shall include without limitation the supply and distribution of bakery products and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Products to the Customer.
- 1.4. "Price" shall mean the cost of the Products as agreed between Waipie Foods and the Customer and includes all disbursements eg charges Waipie Foods pay to others on the Customer's behalf subject to clause 4 of this contract.
- 1.5. "Default" shall be constituted by any of the following by the Customer:
 - 1.5.1. Non payment of any sum by the due date.
 - 1.5.2. The Customer intimates that it will not pay any sum by the due date.
 - 1.5.3. Any Products are seized by any other creditor of the Customer or any other

creditor intimates that it intends to seize Products.

- 1.5.4. Any Products in the possession of the Customer are materially damaged while any sum due from the Customer to Waipie Foods remains unpaid.
- 1.5.5. 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.
- 1.5.6. A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.
- 1.5.7. Any material adverse change in the financial position of the Customer.

2. ACCEPTANCE

- 2.1. Any instructions received by Waipie Foods from the Customer for the supply of Products shall constitute a binding contract and acceptance of the terms and conditions contained herein.

3. PRICE

- 3.1. Where no price is stated in writing or agreed to orally the Products shall be deemed to be sold at the current amount as such Products are sold by Waipie Foods at the time of the contract.
- 3.2. The price may be increased by the amount of any reasonable increase in the cost of supply of the Products that is beyond the control of Waipie Foods between the date of the contract and delivery of the Products.

4. PAYMENT

- 4.1. Payment for Products shall be made in full on or before the 14th day following the date of invoice ("the due date").
- 4.2. Product price lists do not include GST. The GST content will be shown on the invoice.
- 4.3. Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 4.4. Any expenses, disbursements and legal costs incurred by Waipie Foods in the enforcement of any rights contained herein shall be paid by the Customer, including any solicitor's fees or debt collection agency fees.

5. PAYMENT ALLOCATION

- 5.1. Waipie Foods may in its discretion allocate any payment received from the Customer towards any invoice that Waipie Foods 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 Waipie Foods, payment shall be deemed to be allocated in such manner as preserves the maximum value of Waipie Foods' purchase money security interest in the Products.

6. COLLECTION AND USE OF INFORMATION

- 6.1. The Customer authorises Waipie Foods 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 contract, to pass personal information about the Customer to any credit reporting agent in the event that the Customer defaults in their payment obligations, or marketing any Products provided by Waipie Foods to any other party.
- 6.2. The Customer authorises Waipie Foods to disclose any information obtained to any person for the purposes set out in clause 5.1.
- 6.3. Where the Customer is a natural person the authorities under clauses 5.1 and 5.2 are authorities or consents for the purposes of the Privacy Act 1993.

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

- 7.1. Title in any Products supplied by Waipie Foods passes to the Customer only when the Customer has made payment in full for all Products provided by Waipie Foods and of all other sums due to Waipie Foods by the Customer on any account whatsoever. Until all sums due to Waipie Foods by the Customer have been paid in full, Waipie Foods has a security interest in all Products.
- 7.2. 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 Waipie Foods 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 the new products shall be deemed to be assigned to Waipie Foods as security for the full satisfaction by the Customer of the full amount owing between Waipie Foods and Customer.
- 7.3. The Customer gives irrevocable authority to Waipie Foods 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 Waipie Foods 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.
- 7.4. Waipie Foods 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. Waipie Foods 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 Waipie Foods reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.

- 7.5. Where Products are retained by Waipie Foods pursuant to clause 9.3 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.

8. PLACING AN ORDER

- 8.1. There are several ways of placing an order:
 - 8.1.1. You have a standing order;
 - 8.1.2. We phone you before 2.30pm;
 - 8.1.3. You phone us before 2.30pm;
 - 8.1.4. You fax/scan/email us before 2.30pm.
- 8.2. There is a \$50.00 + GST minimum per delivery.
- 8.3. Cancellations of standing orders must be advised before 11.00am.

9. DELIVERIES

- 9.1. Deliveries will be on the day preceding the order and a suitable secure drop off area must be available and advised.
- 9.2. Delivery will be made using a refrigerated vehicle to meet Food Safety regulations. The Customer must be have available refrigerator space to store delivered Products.
- 9.3. No responsibility will be taken for orders that are left in a non-secure area.
- 9.4. The driver that delivers the products each morning will be available to deal with any problems. Waipie Foods will endeavour to achieve all delivery deadlines but traffic congestion must be taken into account.

10. DELIVERY CARTON/CRATES

- 10.1. Empty delivery cartons and/or crates must be left out on a daily basis in a dry and easily accessible place. Please ensure that the Waipie Foods bottom and lid match, lining paper removed and that the complete delivery carton and/or crate is returned.
- 10.2. A \$15.00 charge per delivery carton and/or crate will be made if not returned.
- 10.3. Waipie Food's delivery cartons are not to be used for any other purposes or for any other product other than delivery of Waipie Foods Products.

11. DISPUTES AND RETURN OF PRODUCTS

- 11.1. No claim relating to the Products will be considered unless made within two (2) days of delivery.

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 Waipie Foods 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 Waipie Foods, Waipie Foods 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 Waipie Foods shall not be liable for:
- 12.2.1. Any loss or damage of any kind whatsoever, arising from the supply of Products by Waipie Foods to the Customer 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 Waipie Foods to the Customer; and
- 12.2.2. The Customer shall indemnify Waipie Foods 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 Waipie Foods or otherwise, brought by any person in connection with any matter, act, omission, or error by Waipie Foods its agents or employees in connection with the Products.

13. WARRANTY

- 13.1. Waipie Foods warranty applies where applicable.
- 13.2. Any written warranty that Waipie Foods provide to the Customer will also form part of these terms and conditions of trade.
- 13.3. No representation, condition, warranty or premise expressed or implied by law or otherwise applies to the Products except where goods are supplied or services provided pursuant to the Consumer Guarantees Act 1993 or except where expressly stated in this contract.
- 13.4. Waipie Foods does not provide any warranty that the Products are fit and suitable for the purpose for which they are required by the Customer and shall not be liable if they are not.

14. CONSUMER GUARANTEES ACT

- 14.1. The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Products from Waipie Foods for the purposes of a business in terms of Section 2 and 43 of that Act.

15. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

- 15.1. If the Customer is a company or trust, the director(s) or trustee(s) signing this contract,

in consideration for Waipie Foods agreeing to supply Products and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to Waipie Foods the payment of any and all monies now or hereafter owed by the Customer to Waipie Foods and indemnify Waipie Foods 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 obligations contained in this contract. The signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

16. CARE OF PRODUCTS

- 16.1. The products must be stored under refrigeration, either chilled at 0-5°C, or if frozen -18 °C or below, to prolong life.
- 16.2. Fresh pies can be stored frozen (-18 °C or below) for up to 10 months, or chilled (0-5 °C) for 10 days from delivery.
- 16.3. Pies should be heated before putting them in the pie warmer. Waipie Foods recommend oven heating but microwaving is acceptable.
- 16.4. The pie filling should reach a temperature of 75°C then held in the pie warmer at temperatures no less than 65°C.
- 16.5. Once heated they cannot be reheated. Waipie Foods recommend no longer than 3 hours in the pie warmer with a water tray to prevent the product from drying out.
- 16.6. To heat from frozen they can be defrosted overnight under refrigeration or defrosted in the microwave then heated in the normal manner.
- 16.7. Once products are defrosted from frozen, then cannot be refrozen.
- 16.8. Please do not store Products out of refrigerator.

17. MISCELLANEOUS

- 17.1. Waipie Foods 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.
- 17.2. Failure by Waipie Foods 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 Waipie Foods has under this contract.
- 17.3. 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.