

## Account Application

YOUR COMPANY:			
Registered Company Name:		Trading As:	
POSTAL ADDRESS:			
Address:			
Town/Suburb:		Postal Code:	
City, District or Region:		Province:	
PHYSICAL ADDRESS:			
Address:			
Town/Suburb:		Postal Code:	
City, District or Region:		Province:	
MAIN CONTACT DETAILS:			
Name:		Position:	
Phone:		Fax:	
Cellphone:		Email:	
DIRECTOR (S) / OWNER (S) CONTACT DETAILS:			
Name:		Position:	Proprietor / Shareholder
Phone DDI:		Title:	
Cellphone:		Email:	
OTHER CONTACT DETAILS:			
Communication Type:	Name:	Phone:	Email:
Customer Services			
Promotions, New Products			
Accounts			
ABOUT YOUR COMPANY:			
PAYMENT DETAILS:			
Preferred Payment Method:	Cash / Cheque / Direct Credit / Direct Debit / Credit Card		
Payment Notification:	Email / Other	Web Password:	

## TERMS & CONDITIONS OF SALE

### DEFINITIONS:

"The Company" means GoBake Ltd. "The Purchaser" means the person or persons, whether corporate or incorporate, who has or who have requested supply of the goods and includes its, his or their respective executives administrators and assigns.

### GENERAL:

Any goods offered or supplied are of normal commercial quality and are only for the purpose for which such goods are normally supplied. No other conditions or warranties as to fitness for any for any purpose whether expressed or implied by law and no representation or statements shall bind the company unless specifically set out in writing by the company. These terms and conditions apply to all orders given to the company by the purchaser. A minimum spend of \$200 for the first order and \$1000 annually is required for an account to be considered by the company.

### PRICES:

Subject to change at any time without prior notice. Unless otherwise stated prices indicated are NZ\$ FOB Auckland. Prices prevailing at time of delivery apply. The company reserves the right to levy a service charge for all orders under NZ\$50.00 (including G.S.T.) in value. Once given an order may not be cancelled without the consent in writing of the company. All prices quoted, unless otherwise stated, are exclusive of GST.

### PAYMENT:

Accounts are net and trading terms unless otherwise stated are STRICTLY Cash before Delivery, 14 Day Direct Debit, 20<sup>th</sup> following Delivery or as the company may prescribe. Interest at a rate determined by the Company may be charged at any time on overdue accounts compounded at the end of each calendar month from the due date thereof up to the date of payment in full. The Company reserves the right to limit credit facility where an overdue account exists. Payment by cheque shall not be deemed payment until the cheque has been paid by the purchasers banker and credited to the Companys account. In the case where a Direct Debit has been prescribed, a \$25 administration fee may be applied per payment if a Direct Debit is not used. The company reserves the right to withdraw credit at any time. A \$25 administration fee may be applied in the case of a returned cheque, Direct Debit. No delivery will be effected for delinquent accounts. FIS is on prescribed criteria only.

### DELIVERY:

Every effort shall be made to deliver the goods on time. The Company cannot be held responsible for the late deliveries caused by acts of god, war, strikes, lockouts etc. The Company reserves the right to deliver a reasonable substitute if required due to stock unavailability, and cannot be held responsible for over-ordering or changes or preference. Delivery shall be made during normal business hours at the address specified by the purchaser and shall be completed on the goods being left at that address. Deliveries made outside normal business hours are by arrangement and are at the purchasers liability.

### OWNERSHIP:

Ownership of the property in goods supplied to the purchaser by the Company shall remain vested in the Company until payment thereof has been made in full, and if default is made by the purchaser in payment then the Company shall have the right at its absolute discretion and without further notice to enter from time to time upon any premises in which such goods are located and remove all or any of such goods and the Company reserves the right to dispose of such goods upon such terms and conditions as the Company shall see fit.

### **RETURNS:**

All goods are "sold firm" unless otherwise stated on the invoice. Goods that are supplied in error are returnable for replacement or credit, provided the error is notified to the Company within seven days of the invoice date. The date and number of the original packing slip/invoice must accompany the goods being returned. No claim will be allowed where the goods have been marked or shop-soiled. Defective items will be replaced, or if unavailable, credited in full, provided they are returned to the Company within seven days of receipt.

### **GUARANTEE:**

The applicants signing this account application jointly and severally unconditionally guarantee to the Company the due and punctual payment of all moneys owing at any time by the purchaser.

### **BREACH:**

In the event of any breach of the terms and conditions the purchaser shall pay to the Company all costs and disbursements incurred plus a sum equal to 15% of the amount owing such sum to compensate the Company for its legal costs and out of pocket expenses.

### **WAIVER:**

The Company shall not be deemed to have waived any such conditions hereof unless it has done so in writing signed by a director of the Company. The Company's rights powers and remedies remain in force not withstanding any forbearance or delay on its part.

### **CONTRACT:**

These terms and conditions express the agreement of the Company and the purchaser on the matters recorded and shall not be subjected to change without agreement in writing of the Company and the purchaser.

### **PRIVACY POLICY:**

All details will remain confidential between the purchaser and the company unless agreed to in writing. In the case of a franchisor/franchisee arrangement details will be submitted to the master franchisor of the purchasers details.

Trade References		
Name:	Address:	Phone:
I/We have read and agreed to the terms and conditions and affirm that the above information is true and correct and that I/We have the authority to sign this application to become a valued customer of GoBake Ltd. Full Terms & Conditions are available on request		
Signature:	Name:	
Position:	Date:	