smartfoods

CREDIT APPLICATION

Account application must be completed in full and will be treated confidentially

Registered Name:	PARAMOUNT TRADING CO LTD
Trading As:	DUTCH RUSK
Street Address:	14 ECHODALE PLACE STOKE NELSON NEW ZEALAND
Postal Address:	SAME AS ABOVE
Phone:	03 547 7809
Fax:	03 547 5216
Accounts Contact Name:	
Accounts Contact Email Address:	
Bank:	ANZ
Branch:	NEW MARKET
Accountants:	NUMBER MANAGEMENT
Solicitors:	GANDHI LALA LAWYERS
Type of Business:	WHOLE SALE DISTRIBUTION
Nature of Business:	

Credit References

Name #1:	NOWCO
Phone:	09-622-2225
Contact Person:	Guona

Name #2:	FBC
Phone:	09-6369644
Contact Person:	BRENT

Name #3:	PBL
Phone:	021734012
Contact Person:	ARON

I/We authorise any person or company to provide you with such information as you may require in response to your credit enquiries.
Subject to the approval of the above credit application, I/We understand that the normal trading terms are strictly 30 days after the invoice date. I/We undertake to pay all accounts on due date. In the absence of any specific agreement to the contrary, if any invoice is not paid by its due date, then the credit account will be suspended and all unpaid amounts will become immediately due and payable.

I/We hereby make application for a credit account to be opened in the above name
I/We read and fully understand your standard terms and conditions

BUSINESS
NAME: DUTCH RUSK

DIRECTOR: VIRENDRA JANI

DATE: 07/06/2022

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Terms and Conditions:

DEFINITIONS & GENERAL:

"Smartfoods" shall mean Smartfoods Limited or any associated division or company. "The Buyer" shall mean the purchaser of any goods or services from Smartfoods.

Goods shall mean any associated product produced or provided by Smartfoods in accordance with the Buyer's instructions/order.

These terms and conditions and any other agreement with Smartfoods can only be varied by Smartfoods express acceptance in writing.

ACCEPTANCE:

Any order received by Smartfoods from the Buyer and/or use of this account shall constitute acceptance of these terms and conditions.

PRICE:

The price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by Smartfoods.

The price may be increased or decreased by the amount of any increase or decrease in the cost of any items (including any change in currency exchange rates) affecting the cost of supply, production and/or delivery of the goods between the date of the contract and the date of delivery.

An extra charge may be made where additional work results from lack of precision in the Buyer's specifications or the Buyer alters the specification after the date of the contract.

The Buyer is bound to pay the price from the time that an order is placed, with there being no obligation on Smartfoods to inquire as to the authority of any person placing an order on behalf of the Buyer.

No order may be cancelled without prior approval, and then only upon such terms as Smartfoods may specify.

Alterations to any price list shall be effective from the date specified by Smartfoods at the time of giving notice to the Buyer.

PAYMENT:

Payment is due 30 days following the date of invoice.

The Buyer may not withhold payment or make any deductions from any Amount Owing without prior written consent.

PACKAGING:

Where the Buyer requires the goods to be packaged, Smartfoods may charge for the cost of packaging in addition to the price of the goods. Smartfoods may use in the delivery and packaging of goods; pallets, layer boards, cartons, boxes, returnable crates or other forms of packaging which are:

- Hired, and the hire charges will be to the account of the Buyer from delivery; or
- Non-returnable; or
- Provided subject to the Buyer paying a deposit.

The Buyer must at all times retain possession of any items belonging to Smartfoods, used for delivering and packaging the goods, and must not use them for delivering or packaging other goods.

DELIVERY:

Where delivery is to be made at the price specified in this contract, Smartfoods shall deliver, or arrange delivery of, the goods to the place specified.

If no place of delivery is specified, delivery shall be made at Smartfoods premises and shall take place at the time when the goods are made available for despatch at Smartfoods' premises. If Smartfoods subsequently arranges transportation of the goods:

- Smartfoods does this as the Buyer's agent;
- The Buyer must pay Smartfoods all the costs of this service; and
- The Buyer shall indemnify Smartfoods for any liability incurred in providing this service.

Smartfoods may deliver the goods by instalments, and each instalment shall be treated as a separate contract under the terms of this contract.
If Smartfoods fails to deliver or makes defective delivery of part of the goods, this does not entitle the Buyer to cancel the separate contract for that particular instalment (if applicable) or the contract for the whole of the goods.
Any time stated for delivery is an estimate only. Smartfoods is not liable for any delay in delivery.
Smartfoods may deliver up to 10% more or less than the quantity of goods ordered and the Buyer agrees to accept and pay for the quantity delivered.
If the Buyer refuses to accept delivery of any of the goods Smartfoods may charge the Buyer for any additional costs incurred as a result, including storage and transportation costs.

RECEIPT AND RETURN OF GOODS
All goods must be carefully checked upon receipt by the buyer.
No claims will be accepted once goods have been converted in any way.
Returns will only be accepted if the goods are not in accordance with the Buyer's order and returned within 24 hours from receipt of goods. Smartfoods shall be at liberty to decline or refuse such a request as it sees fit.

RISK AND OWNERSHIP:
Risk of any loss, damage or deterioration of or to the goods passes to the Buyer on delivery.
Ownership of the goods remains with Smartfoods and does not pass to the Buyer until the Buyer:

- Pays the Amount Owing and any other moneys owing to Smartfoods from time to time, whether in relation to the contract or any other contract or on any other account whatever

While ownership of the goods remains with Smartfoods:

- The Buyer must store them separately and clearly identify them as belonging to Smartfoods.
- Smartfoods authorises the Buyer in the ordinary course of its business to use the goods or sell them for full consideration. This authority is revoked from the time that:
    - An Event of Default occurs; or
    - Smartfoods notifies the Buyer in writing that this authority is revoked.
- As the Buyer's agent for the purposes of this clause, Smartfoods may use reasonable force to enter the premises where the goods are stored and remove them. Smartfoods shall not be responsible for any damage caused by the use of reasonable force in entering and removing the goods. The Buyer shall indemnify Smartfoods for the costs of such damage. The Buyer is liable for all costs incurred by Smartfoods (including transportation and storage charges) in entering and removing the goods. Smartfoods may resell any of the goods and apply the proceeds of sale in reduction of the Buyer's Indebtedness as Smartfoods thinks fit.
- The Buyer must advise Smartfoods immediately of any Event of Default or any action by third parties (including any of its creditors) affecting Smartfoods interest in the goods.

Smartfoods may apply any payments received from or on behalf of the Buyer (where the Buyer has not specified the purpose of payment) in reduction of the Buyer's Indebtedness as Smartfoods thinks fit.

If the Buyer resells or uses the goods before ownership of the goods has passed to the Buyer, the proceeds of such sale or use shall be received and held by the Buyer (in whatever form) in trust for both the Buyer and Smartfoods. Smartfoods interest as beneficiary under that trust shall be that portion of the proceeds which does not exceed the Buyer's Indebtedness to Smartfoods. The balance of the proceeds (if any) shall be the Buyer's beneficial interest under that trust. Smartfoods may at the time by notice in writing require the Buyer to convert the proceeds into money, to be paid into a bank account nominated by Smartfoods for disbursement in accordance with these terms.

Smartfoods may bring an action for the price of the goods even where ownership of the goods may not have passed to the Buyer.

LIABILITY:

Smartfoods shall not be liable for:

- Any minor variation in product specifications including, but not limited to colour or design, which may occur from time to time; or
- Any loss of profits; or
- Any consequential, indirect, or special loss; or
- Damage, injury, cost or loss of any kinds arising directly or indirectly from any breach in Smartfoods obligations to the Buyer however occurring including any negligence on the part of Smartfoods.
- Where Smartfoods is liable to the Buyer, unless otherwise agreed in writing between Smartfoods and the Buyer; the maximum cost of any liability of Smartfoods to the Buyer, however arising shall not exceed the lesser of:
    - The contract price; or
    - The value of the goods or service which are the subject of the claim.

GUARANTEES:

Where the Consumer Guarantees Act 1993 applies to the contract:

- If the goods are acquired by the Buyer for business purposes, the Buyer agrees that the Consumer Guarantees Act 1993 does not apply; and
- If the goods are not acquired by the Buyer for business purposes, Smartfoods reserves the right to replace any goods which fail to comply with any guarantee contained in the Consumer Guarantees Act 1993.

Where the Buyer supplies the goods in trade to a person acquiring them for business purposes, it must be a term of the Buyer's contract with that person that the Consumer Guarantees Act 1993 does not apply in respect of the goods.

The Buyer acknowledges that Smartfoods does not provide any Express Guarantees (as defined in the Consumer Guarantees Act 1993) other than those expressly confirmed by Smartfoods in writing.

Where the Buyer supplies the goods to any other person in the course of trading the Buyer must not give or make any undertaking, assertion or representation in relation to the goods without Smartfoods prior approval in writing.

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Personal Guarantee – Company Directors & Authorised Signatories

Further to Smartfoods Limited (SFL) Credit Application Form

If the applicant is a Company, the director(s) signing the Credit Application Form, in consideration for SFL agreeing to supply product and grant credit to the Company at their request, also sign the Credit Application Form in their personal capacity and jointly and severally personally undertake as principal debtors to SFL the payment of any and all monies now or hereafter owed by the Company to SFL and indemnify SFL against non-payment by Company and in relation to any losses (direct or indirect) suffered by SFL as a result of the Company's breach of the terms and conditions.

Any personal liability of a signatory hereto shall not exclude the Company in any way whatsoever from the liabilities or obligations contained in the Credit Application Form. The signatories and the Company shall be jointly and severally liable under the terms and conditions set out in the Credit Application Form, for payment of all sums due hereunder and for any losses (direct or indirect) suffered by SFL as a result of the Company's breach of the terms and conditions.

I have read and understood these terms and conditions.

Signed:

Name: VIRENDRA JANI

Position: DIRECTOR

Date: 07/06/2022

Smartfoods Limited
PO Box 109 709, Newmarket, Auckland.
NEW ZEALAND