



Credit Application & Terms of Trade

This agreement is between Chilli Chocolate ltd ("the supplier")

And _____ (the "Customer") On _____ 20____

(Customer Business Name)

Trading as _____

Postal Address _____

Delivery Address _____

Telephone Number _____ Fax Number _____

Mobile Number _____ Email Address _____

Accounts Payable Contact _____ Phone number _____

Type of Business (circle one) Company Partnership Sole Trader Other _____

Company GST number _____

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. _____

*DOB enables accurate searches through credit agencies

Trade references

Supplier Name

a. _____ Phone No. _____

b. _____ Phone No. _____

c. _____ Phone No. _____

Personal Guarantees

In the case of a Company the Directors of the Customer do jointly and severally personally guarantee the due payment of all monies owed either now or at any time hereafter. In addition no granting of time extension, waiver or neglect to sue on the part of Chilli chocolate ltd shall impair this guarantee.

Guarantor Signature 1) _____ DOB _____ Gaurantor signature 2) _____ DOB _____

Guarantor Name _____ Guarantor Name _____

Witness Full Name _____ Witness Signature _____

Witness Address _____

Payment terms - The customer agrees the supplier alone will set the payment terms and the customer shall meet the set payment terms, whereby

- | | |
|-------------------------|--|
| 4) Cash on Delivery | Payment on delivery of goods |
| 5) Weekly accounts | Payment to reach supplier by Thursday of week following |
| 6) Fortnightly accounts | Payment to reach supplier by Thursday of week following period end |
| 7) Monthly accounts | Payment to reach supplier by 20th of the month following |

On behalf of the customer

I/we hereby declare the I/we are authorised to sign on behalf of the Customer and that all information given is correct and that I/we have read and understood and agree to all of the term and conditions of trade with Chilli Chocolate Ltd. I/we are aware that we are responsible for advising of any change in ownership or Directors and we remain liable for the debts in the absence of such advice.

Signed for and on behalf of the Customer

1) _____ 2) _____

Name _____ Name _____

Force Majeure - The supplier will not be liable for any losses of any kind or delay in supplying the goods which are caused whole or in part by force majeure or any other cause beyond its reasonable control. The customer agrees not to set off against any payment owing to the supplier any alleged amounts owing to the customer and agrees to promptly pay all accounts when due.

Limitation of Liability - To the maximum extent permissible by law, the supplier, its employees, contractors and agents, will not be liable to the customer or any other person for loss or damage of any kind however that loss or damage is caused or arises. The customer indemnifies the supplier against all costs and losses from claims from third parties arising for any reason whatsoever as a result of the Customers resupply, use or misuse of the goods.

Personal Property Securities Act 1999 ("PPSA") - The Company claims a security interest in all goods supplied and title to the goods shall not pass until paid in full by the Customer. The Customer by signing these terms consents to the Company registering a security interest against all goods supplied under the PPSA.

The Customer agrees; To sign all documents to give effect to any security interest;
To waive all rights under the sections referred to section 107(2)(a) to (j) of the PPSA
That sections 109, 114(1)(c); 113 and 134 of the PPSA shall not apply to these terms.

Pursuant to the Privacy act 1993, the Customer authorises the Supplier to collect on an ongoing basis any information as may be required to evaluate to Customers credit worthiness. The Customer consents to the passage of information collected on to a third party who may make further enquires as to the credit worthiness of the Customer.

The Customer agrees that the Supplier may cease supply of goods and or close the credit facility at any time without further notice.

The Supplier reserves the right, in its sole discretion, to alter these terms and conditions at any time by notice to the Customer in writing.

The Customer accepts that failure to make payment by the due date renders them liable for paying an additional interest charge at the rate of 3% per month compounding plus all costs of debt recovery incurred by the Supplier in the recovery of any monies owed.

The Customer accepts that they have one working day from receipt of goods delivered or prices charged to raise any disputes or else invoices as sent by the Supplier shall be acceptable and payable in full.

Guarantee: The Guarantors so named, in consideration of the supply of goods to the Customer at the request of the Guarantor guarantees the payment of all moneys due by the Customer to the Supplier and agrees that - the guarantee is irrevocable and is a continuing guarantee until the Customer has paid all monies due to the Supplier notwithstanding the account of the Customer with the Supplier may be in trade from time to time

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