

Credit Application Form and Terms of Trade:

Between the Company: Hasler Fine Cakes (1999) Ltd., trading as Cake Concepts, P O Box 65 061, Mairangi Bay, Auckland and the Buyer:-

- 1. Trading Name.....
Company Name.....
- 2. Name of Directors or Principals
..... Private Phone..... Mobile.....
..... Private Phone Mobile.....
- 3. Delivery Address and Opening Times
- 4. Postal Address.....
- 5. E-mail Address.....
- 6. Name of Accounts Payable contact..... Phone.....
- 7. Telephone - Business Fax - Business.....
- 8. Bank Branch
- 9. Solicitor..... Phone
- 10. Accountant..... Phone.....
- 11. Trade References: 1 Phone
- 2..... Phone

To avoid any misunderstanding we set out our terms of trade:

- 1. If no trade references are given, accounts are strictly payable weekly, until a proven successful payment history has been established. Thereafter or with appropriate trade references, accounts are payable within 7 days of statement, which we send out mid month and end of month. Claims for short delivery or damaged goods must be received within 24 hours of delivery. Cake Concepts' responsibility is limited to providing replacement goods where possible or issuing a credit note for an amount not exceeding the invoiced amount pertaining to those goods.
- 2. Cake Concepts reserves the right to charge interest at 2.0% per calendar month, on outstanding balances, until principal and interest has been paid in full.
- 3. Collection costs, solicitor's fees, charges and or costs and enforcement costs incurred in the recovery of this account will be paid by the customer.
- 4. Where a business is sold we expect to be notified 7 days in advance of the new owner taking over.
- 5. Prices will be as stated on Cake Concepts' current price list at the time of ordering, unless otherwise agreed between Cake Concepts and the buyer.
- 6. Orders should be placed as early as possible, but no later than the times listed on the current schedule for your area. Delivery times and days will also be as per the current schedule. Cake Concepts reserves the right not to accept an order if it is unable to fulfill it.
- 7. Deliveries are charged at the current rates.
- 8. All small items should be ordered in quantities indicated in the current catalogue. This is for reasons of packing.
- 9. For customer protection, all premises will need a safe point of delivery or may supply a key to the premises. Otherwise goods will be left outside the premises, at customer's risk. Access keys will be used by Cake Concepts and/or authorized representatives for delivery purposes only.
- 10. Cake Concepts reserves the right to change the terms of this agreement at any time on reasonable notice.
- 11. All other terms of trade, where such terms are intended to be the only terms between Cake Concepts and the buyer, are excluded
- 12. I/We authorise Cake Concepts to:
 - collect, retain and update information provided to Cake Concepts from credit reference agencies, relevant banks, referees and any third party which Cake Concepts considers appropriate;
 - use that information for any purpose in connection with approving credit facilities;
 - use that information for the purposes of debt collection and
 - release relevant information to any credit reference agencies, person or company for the purposes of credit checks.
- 13. I/We authorise any person or company to provide Hasler Fine Cakes (1999) Limited, trading as Cake Concepts, with such information as it may require in response to its credit enquiries.
- 14. I/We have read and understand the terms and conditions of sale and agree to abide by them.

Signed..... by Date.....
(Director, Owner, Proprietor or Manager being an authorised signatory, signing on behalf of the buyer)