

Credit Application Form and Terms of Trade:

Between: Kiwi Taste Limited, trading as Cake Concepts, 7b Ascension Place, Rosedale, Auckland, 0632 and the Buyer:-

Trading Name.....

Company Name.....

Name of Directors or Principals

..... Private Phone..... Mobile.....

..... Private Phone..... Mobile.....

Delivery Address and Times that your business is open.....

.....

Postal Address.....

Email Business Telephone - Business

Name of Person who orders product..... Telephone – Order person.....

Name of Accounts Payable contact..... Telephone - Accounts

Email Accounts Payable

Bank Branch

Solicitor..... Phone

Accountant..... Phone.....

Trade References: 1 Phone

2..... Phone

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

1. Accounts are strictly payable 7 days following the date of invoice. In order to claim for short delivery or damaged goods, notification by phonecall, along with photos emailed to bakery@cakeconcepts.co.nz, must be received within 24 hours of delivery. If it is feasible, inferior product must be returned. 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 currently indicated for your area. Delivery times and days will also be according to the delivery system, current at the time of delivery. 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 price list. This is for reasons of packing.
9. Delivery contractors are likely to be used and deliveries will be made when premises are open. Any obviously damaged deliveries should not be accepted and signed for. If alternative arrangements are made, premises will need a safe point of delivery. Otherwise, goods will be left outside the premises, at customer's risk.
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 Kiwi Taste Limited, trading as Cake Concepts, with such information as it may require in response to its credit enquiries.
14. The various provisions in this agreement are severable. If any provision is held to be invalid or unenforceable by any court of competent jurisdiction, then such shall not affect the remaining provisions of this agreement, meaning the rest still stands.
15. 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)