



ACCOUNT APPLICATION FORM

Trading Name	
Type of Organisation (✓)	<input type="checkbox"/> Limited Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Trader
Incorporation Name/Number	
Postal Address	
Suburb	
Town / City	
Delivery Address	
Suburb	
Town / City	
Email Address	
Website	
Contact Number	
Fax	
Contact person for accounts:	
Email Address	
DDI	

OWNER OR PERSON ACTING ON BEHALF OF ORGANISATION	
First Name	
Middle Names	
Last Name	
Date of Birth (<i>Sole Trader</i>)	
Email Address	
Contact Number	
Mobile Number	
Private Number	
Contact Address	
Suburb	
City/Town	
Fax	

PURCHASE LEVELS	
Anticipated purchase levels	\$

COLLATERAL	
Description of Collateral sufficient to enable identification	<p>1. All present and after acquired herbs, spices, seeds, dehydrated vegetables, spice blends, colours and flavours supplied by G S Hall & Company Limited together with the proceeds generated by such supply.</p> <p>2. Accounts receivable arising as proceeds</p>

CREDIT REFERENCES (not associated entities please)			
Name	Contact	Phone:	Years Trading:
1.			
2.			
3.			

OTHER CONTACTS	
Accountant:	Phone:
Solicitor:	Phone:
Bank (include branch):	Phone:

The above details are correct to the best of my knowledge. I have read and agree to abide by the Terms and Conditions of Sales, as attached to this page and acknowledge that, for the purposes of the Personal Property Securities Act 1999, this is a Security Agreement.

Signed by the Customer in the presence of:

Witness:

Signature : _____

Signature : _____

Position: _____

Occupation: _____

Address: _____

Please complete and fax to 09 270 0726

Please retain a copy of this application for your records and return the original by post to:

G S Hall and Company Limited, PO Box 536, Auckland

GS Hall Office Use:

Account Code		Account Limit	
Account Manager		Group	
Territory		C of A Required	
Payment Terms		C of C Required	
New Account Confirmed with Customer (YES / NO)			

TERMS AND CONDITIONS OF SALES

In applying for a trading account with G S Hall & Company Limited ("GSH"), we ("the Customer") agree:

1. APPLICATION & INTERPRETATION

1.1 Where applicable, the words and phrases used in this Application have the same meaning assigned to them in the Personal Property Securities Act 1999 ("PPSA").

1.2 GSH is the Secured Party and the Customer is the Debtor in terms of the PPSA.

1.3 These terms and conditions apply to the Customer in relation to all goods GSH provides to the Customer. Such goods may be supplied at the time of execution of this Application or in the future and shall form part of the Collateral under this Application.

1.4 These conditions override any conditions stipulated by the Customer. Nobody claiming to act on GSH's behalf is authorised to waive or change any of these conditions orally. Waivers or changes are effective only if in writing, signed by an authorised signatory of GSH.

2. PRICES

2.1 The prices for the goods shall be as set out in the price list provided by GSH to the Customer from time to time. Unless otherwise specified prices may be changed on one month's notice from GSH.

3. DELIVERY & LEAD-IN TIMES

3.1 The Customer understands that some goods supplied by GSH have lead-in times and will not always be available for immediate delivery. GSH will endeavour to advise accurate delivery and lead-in times but is not responsible for any damage or loss caused by failure to meet expected lead-in or delivery times

4. MINIMUM ORDER QUANTITIES

4.1 GSH has a Minimum Order policy of 100 kilograms of goods. A mixed product order of 100 kilograms or more satisfies this Minimum Order policy. If an order is placed for less than the Minimum Order GSH may, in its absolute discretion, charge the Buyer the Freight Charge associated with the delivery. The sale of Flavours is not subject to the Minimum Order policy.

5. GST

5.1 Unless otherwise specified, all prices are exclusive of GST and any sales tax or insurance which shall be the sole responsibility of the Customer. All quotations and orders are subject to the condition that GSH is able to secure all Government licenses, permits and other authorities (within New Zealand or overseas) essential to the performance of GSH's obligations contained therein.

6. RISK

6.1 Risk shall pass to the Customer on delivery to the Customer but, notwithstanding that, GSH retains ownership of the Collateral and has the rights (which may not be revoked by the Customer) to stoppage in transit and to enter any premises without notice during business hours, to which Customer has access and where Collateral may be stored, to search for and repossess the Collateral, notwithstanding despatch from GSH's premises or the fact that the Collateral may be an accession, until full payment of all purchase price monies in relation to all Collateral supplied has been made by the Customer. The Customer shall

store the Collateral in such a way as to show that it is the property of GSH.

7. PAYMENT

7.1 Provided that an account application form has been completed to the satisfaction of GSH, and provided that GSH has approved the Customer for an account, payment is to be made by the 20th of the month following delivery. Otherwise, payment is to be made in cash before or by delivery.

7.2 If default is made in payment as herein specified GSH may, at its absolute discretion, charge the Customer penalty interest at the rate of 15% per annum calculated on a daily basis on the unpaid, overdue balance from the due date until payment in full is received by GSH. In addition that Customer will pay all legal and debt collection costs incurred by GSH, should GSH find it necessary to recover outstanding monies from the Customer, without prejudice to GSH's other rights and remedies. GSH can vary the interest rate by giving not less than one month's notice to the Customer in writing. If default has been made in payment GSH may at its option cancel all credit arrangements forthwith. Failure to charge interest on any outstanding amount at any time will not prevent GSH, where there is a default in payment, from charging interest at any other time.

8. PPSA

8.1 Notwithstanding anything to the contrary contained in this Application the parties agree that:

(a) this Application, including these terms and conditions, is a Security Agreement and shall also include any purchase order or other document insofar as it describes Collateral supplied by GSH to the Customer; and

(b) GSH has a purchase monies security interest ("a PMSI") in all present and future Collateral supplied by GSH and Accounts Receivable arising as proceeds; and

(c) whenever GSH asks the Customer to do anything to better secure any Collateral, which secures or is intended to secure the supply of Collateral from GSH, the Customer must do it immediately and at its own cost including (but not limited to) signing and delivering documents (including new security documents) and anything else that GSH requires to ensure that it has a perfected security interest granting first priority in the Collateral under the PPSA in New Zealand and under the applicable laws of any jurisdiction in which the Customer or the Collateral is located; and

(d) the Customer agrees that GSH may take whatever action it thinks appropriate to ensure it has priority in the Collateral and agrees to indemnify GSH for any costs it incurs in doing this (for example

- registration of a financing statement at the Customer's cost); and
- (e) the Customer waives any rights to receive a copy of the verification statement under section 148 of the PPSA and agrees, to the extent permitted by law, and in respect of any arrangement between the Customer and GSH:
 - (f) the provisions of part 9 of the PPSA that are for the benefit of the Customer or place obligations on GSH shall apply only to the extent that either they are mandatory or GSH agrees to the application; and
 - (g) the Customer shall have no rights under or by reference to sections 114(1) or 133 of the PPSA; and
 - (h) where GSH has rights in addition to those in part 9 of the PPSA those rights shall continue to apply.

9. FORCE MAJEURE

9.1 GSH is exempted from any liability whatsoever for loss or damage caused by delay due directly or indirectly to war, act of terrorism, strikes, lockouts, perils of the sea, fire, earthquake, or due to any cause reasonably beyond GSH's control or that of any person supplying GSH with goods, materials or services necessary to fulfil GSH's obligations.

10. INDEMNITY

10.1 The Customer hereby indemnifies GSH against any loss GSH may incur as a consequence of the Customer's breach of these terms and conditions.

11. PRIVACY ACT 1993

11.1 Pursuant to the requirements of the Privacy Act 1993, the Customer, the Customer's owner, and/or the person acting on behalf of the Customer consents to GSH gathering and divulging personal information, namely credit related information about the Customer, the Customer's owner, and/or the person acting on behalf of the Customer from/to other organisations and persons for the purposes of credit checking and debt collection. Any such personal information will be held at the premises of GSH at 2 Carmont Place, Mount Wellington, Auckland. The Customer, the Customer's owner and/or the person acting on behalf of the Customer may have rights of access to and correction of this personal information pursuant to the Privacy Act 1993.

12. CONSUMER GUARANTEES ACT 1993

12.1 The Customer acknowledges that it is acquiring the goods from GSH for the purposes of a business and that unless it gives written notice to GSH any acquisition the Customer makes from GSH is for the purposes of a business and to the extent permitted by law, the provisions of the Consumer Guarantees Act 1993 do not apply.

13. EXCLUSION OF LIABILITY

13.1 To the extent permitted by law GSH excludes all liability except as expressly stated in this clause. Except as specifically limited or excluded, GSH warrants that all Collateral is reasonably fit for the purposes disclosed for the period stated in writing by GSH, or if no period is stated then for 3 (three) months from the date of delivery (delivery being actual delivery of the Collateral to the Delivery Address) of the Collateral. No responsibility will be accepted by GSH for any defect unless written notice of the defect is forwarded to GSH and GSH has been given the opportunity of first rectifying the defect. GSH's liability is expressly limited to replacing free of charge all such parts of the Collateral as have proven defective. GSH hereby expressly excludes from warranty the cost of transporting goods where they are required to be returned to GSH for repair or replacement. All liability for any and all consequential damage or loss whatsoever however caused including by breach or negligence of GSH is hereby expressly excluded.

14. RETURN OF GOODS

14.1 GSH is not obliged to accept the return of goods for credit. Such requests will only be considered if received in writing within 48 (forty-eight) hours of the goods' delivery to the Delivery Address, quoting the packing slip number, or if returned by our representative, and if the goods are in the same condition as despatched. GSH may grant or refuse such request at its sole discretion.

15. CANCELLATION OF ORDERS

15.1 No cancellation of any order or part thereof shall be effective unless and until accepted by GSH in writing. In the event cancellation of any order is accepted by GSH the Customer will pay in full any costs, charges and taxes resulting from the procurement, importing and storage of the goods to the date of cancellation together with any costs of disposal of the goods unless otherwise agreed by GSH in writing.

16. LAW OF THE CONTRACT

16.1 All dealings between the parties shall be governed and interpreted according to the laws of New Zealand. The Customer irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New Zealand.

17. NO WAIVER

17.1 No waiver of any breach or failure to enforce any provision of this Application at any time by GSH shall in any way limit or waive the right of GSH to subsequently enforce and compel strict compliance.