

CREDIT ACCOUNT APPLICATION

ENTITY'S FULL LEGAL NAME		TRADING AS NAME (if Different to Legal name)	
DELIVERY ADDRESS		POSTAL ADDRESS	
PHONE	FAX	WEB	
TYPE OF BUSINESS (circle one)	Limited / Partnership / Individual / Sole Trader / Other		
COMPANY NUMBER		DATE OF INCORPORATION	
IF SOLE TRADER / INDIVIDUAL / PARTNERSHIP / TRUSTEE OR OTHER		Drivers License or Passport Number (attached Copy):	
PRIMARY PURCHASING CONTACT		ACCOUNTS PAYABLE CONTACT	
Name:	Phone:	Name:	Phone:
Email:		Invoice/Remittance Email:	

FULL DETAILS OF DIRECTORS

NAME	ADDRESS	PHONE NO.

FINANCIAL & PROFESSIONAL ADVISORS

NAME OF ACCOUNTANT	Phone:		
NAME OF SOLICITOR	Phone:		
BANK:	BRANCH:	A/C NO.:	

TRADE REFERENCES (Please provide two)

COMPANY	CONTACT	PHONE NUMBER

I Warrant to Lūkbo Group Limited (please read carefully before signing)

- that the applicant is neither bankrupt nor insolvent and has not committed any act of bankruptcy nor traded whilst insolvent within the previous 2 years.
- that the above information, is to the best of my knowledge, true and correct; and
- that I have carefully read and agree to be bound by the terms and conditions as attached; and
- that I am duly authorised to make this credit account application on behalf of the applicant and of anyone duly authorised to enter into future contracts on behalf of the applicant

I also acknowledge that pursuant to the personal guarantee contained in the Terms and Conditions that I am also signing this application form in my personal capacity.

Name: _____ Title: _____

Signature: _____ Dated this _____ day of _____ 20____

Please send this **Account Application** form along with your **Direct Debit Authority** form to accounts@lukbo.co.nz



TERMS OF TRADE

1. **What is the purpose of this agreement?**
 - 1.1. This agreement sets out the terms that apply to relationship between you (and "your") and **Lūkbo Group Limited** ("we", "us" and "our").
2. **What information about you can we collect?**
 - 2.1. You agree to provide us with and allow us to collect, use and hold all information necessary to give effect to this agreement, the provision of our products and performance of our services.
 - 2.2. Unless your consent is withdrawn in writing, you agree to the disclosure of information:
 - to give effect to our products and services
 - to enforce our obligations under this agreement or an additional agreement,
 - when authorised by you or required by law,
 - to assess credit worthiness, and
 - to market any of our products and services
 - 2.3. We will comply with the Privacy Act 2020. We will not sue your information unless we have reasonably ensured it is accurate, complete, relevant and not misleading. If we give your information to another entity, we will do everything reasonably within our power to prevent unauthorised use or disclosure of your information. You may access any of your information and ask us to correct any mistakes. If we cannot give you access to your information for any reason, or if we disagree that your personal information needs to be corrected, we will tell you why and what you can do if you are unhappy with the outcome.
3. **What are our products and services?**
 - 3.1. "Product(s)" and "service(s)" means and includes without limitation:
 - all consumables, food, chemicals, goods, products, ingredients, machines, equipment, parts, components, items and materials; and
 - wholesale, retail, distribution, supply and delivery,identified in any document or electronic record issued by us or accepted by us (all of which are deemed to be incorporated into and form part of this agreement) or identifiable as ours by marking or a manner of storage enabling identification.
4. **What is the price?**
 - 4.1. The price is the cost of the products and services as agreed between you and us from time to time subject to GST and agency fees, charges and out of pocket expenses such as freight incurred by us. If no price is stated, the price will be the cost that we provide the products and services at the time of your order. The price is subject to reasonable change due to circumstances such as changes in regulations, currency, supplier charges and third party freight fluctuations.
5. **What happens when we give you a quote?**
 - 5.1. If we give you a quote for products and services:
 - The quote will be valid for seven (7) days from the date of issue,
 - It will be exclusive of GST and freight, unless stated otherwise, and
 - We may alter the quote due to circumstances out of our control or clerical or computer error.
6. **Your account**
 - 6.1. We will open an account for you, in the name advised by you in the Application Form. You agree to take responsibility for the activities conducted through the account and recognise the confidential nature of, and agree to keep confidential, the account details and all information that is supplied to us under this agreement.
 - 6.2. Where you are not an individual, the persons noted in the Application Form as Directors shall have authority to operate the account and it is your responsibility to ensure that such Director complies with the terms of this agreement.
7. **When and how do you pay us?**
 - 7.1. We are under no obligation to supply products or services to you on credit. If we grant you credit, you agree to pay us in full:
 - for all fresh produce and meat invoices, the balance of the invoice on or before seven (7) days from the date of the invoice, unless otherwise stated;
 - for all other frozen and ambient product invoices, the balance of the invoice on or before thirty (30) days from the date of the invoice, unless otherwise stated;
 - interest on any amount you owe after the due date at a rate of 2.5% per month or part month;
 - expenses incurred as a result of enforcing any of our rights contained in this agreement including under the PPSR, debt collection and legal fees; and
 - in cleared funds without set-off, deduction or counterclaim.
 - 7.2. You agree to us allocating or reallocating any payment received from you towards any amounts that you owe us as we see fit. If no allocation is made then it is deemed to be in such a way that preserves the maximum value of our purchase money security interest in the products.
 - 7.3. If you will pay for the products and services by credit card, we may require a retention of the value of the products and services will be deducted from your card. All payments by credit card will incur a surcharge of 2.5% of the value of the invoice.
 - 7.4. You will be responsible for payment if a third party that you expect to pay you or us fails to pay.
8. **What warranties apply?**
 - 8.1. To the maximum extent permitted by law, we give no warranties in respect of the products or services (either express or implied).
 - 8.2. If you are "in trade" (as that term is defined in the Consumer Guarantees Act 1993 (CGA) and the Fair Trading Act 1986 (FTA)), the parties agree to contract out of sections 9 (misleading and deceptive conduct generally), 12A (unsubstantiated representations), 13 (false or misleading representations), and 14(1) (false representation and other misleading conduct in relation to land) of the FTA and all warranties, conditions, and other terms implied by the CGA or the sections of the FTA referenced above are excluded from this Agreement to the fullest extent permitted by law. The parties agree that the exclusions contained in this clause are fair and reasonable.
 - 8.3. We are not liable for delay or failure to perform our obligations if the cause is beyond our reasonable control.
 - 8.4. We are not liable for any loss of profits or savings or for any other indirect or consequential loss or damage (including loss of profits) however caused, arising out of or in connection with the performance or non-performance of this Agreement.
 - 8.5. Subject to 8.1-8.4 and to the extent permitted by law, if we are deemed liable to you for loss or damage of any kind, arising from provision of products and services to you, including consequential loss, whether suffered or incurred by you or another person or entity and whether in contract or otherwise, then you agree that it is fair and reasonable that our total liability is limited to the value of the products and services provided to you.
9. **What ownership and security rights do we have?**
 - 9.1. We retain ownership and hold a security interest in all products until you have paid us in full for all products and services provided to you.
 - 9.2. After delivery and whilst we retain an interest in the same, you must:
 - Store all products in such a way that our interests are protected and they can be identified as provided by us; and
 - Comply with all applicable acts regulations, and laws dealing with the products and transport, unloading and storage of the same, including those regarding dangerous and hazardous materials.
- 9.3. You agree that we hold security in all of your present and after acquired property connected with products and services provided to you, and:
 - Will promptly sign any documents and do anything else reasonably required by us to give effect to the security interest granted by us including providing all necessary information;
 - Authorise us to register a financing statement and charge on the Personal Property Securities Register, and provide all information and signatures necessary to effect the same;
 - Will not register a financing charge or statement or charge demand in respect of products without our prior written content;
 - Will not grant any other security interest or any lien over products that we have a security interest in without our prior written approval;
 - Waive your entitlement under s148 of the Personal Properties Securities Act 1999 (PPSA) to receive a copy of a verification statement where we have registered our interest;
 - That both parties contract out of ss 114 (1)(a), 133 and 134 of the PPSA;
 - Waive your rights as listed under s 107(2) of the PPSA; and
 - To give us fourteen (14) days prior written notice of any proposed name change or details such as contact information.
10. **What if an issue or dispute arises in relation to a product or our services?**
 - 10.1. You must examine, or cause to be examined, all products and services no later than 72 hours after the date of Delivery. You must also notify us within this time of any damage, shortage or defects and provide us with reasonable evidence of the same. If no notice is received within 72 hours, you will be deemed to have accepted the condition and number of products as being in accordance of this agreement.
 - 10.2. Subject to any applicable warranties, products that are supplied on indent, special order, or are custom made cannot be returned.
 - 10.3. Subject to 10.2, if you wish to make a claim in relation to a product you must notify us within forty-eight (48) hours of deliver (non-notification is deemed acceptance of the condition and number of products). Any product the subject of a claim must not be destroyed or removed from the delivery address until we have inspected the product or a photograph of the product or waived such right.
11. **When will the products and services be provided?**
 - 11.1. We are responsible for the products until they are delivered or picked up by you, whichever comes first.
 - 11.2. Delivery is complete when we give the products to you, give the products to a third party carrier, or leave the products at your nominated premises or delivery address. The time of delivery is not an essential term of our agreement.
 - 11.3. Delays in delivery may result due to back orders, transportation methods, supplier stock levels and production schedules, though we will use our best endeavours to avoid unexpected delays. We may partially deliver product listed in one order or invoice without added cost to you. If the parties agree on delivery by instalments and we fail to deliver an instalment, the failure will not give rise to a right of cancellation.
 - 11.4. Risk for the products lies with us in accordance with 11.2 or when ownership passes in accordance with 9.1, whichever comes first.
 - 11.5. Unless otherwise agreed in writing, we are under no obligation to insure the products at any time but may choose to do so at our sole discretion.
12. **What if you want to vary an order?**
 - 12.1. We usually ship the day after your order is received. All variations to an order must be notified to us within twenty-four (24) hours of you placing the order. Where we have reasonably relied on your original instructions, you will be responsible for payment of the original price of the products and services.
13. **When can a party cancel this agreement?**
 - 13.1. Subject to clause 13.2-13.5, either party may cancel this agreement at any time by giving fourteen (14) days prior written notice.
 - 13.2. We have the right by fourteen (14) days prior written notice to suspend or cancel any part of any agreement for the provision of products and services or any credit facility provided to you if you default by:
 - Failing to pay or indicating you will not pay any sum owing by the due date;
 - Any of your creditors seizing or indicating they will seize any products provided by you;
 - Products in your possession becoming materially damaged while any amount is unpaid;
 - A receiver being appointed over or a landlord possessing any of your assets;
 - A court judgement entered against you remaining unsatisfied for seven (7) days;
 - Breaching the terms of this agreement; and
 - An adverse material change in your financial position.
 - 13.3. If you default we may exercise a lien against any products in your possession.
 - 13.4. You agree that if you default and the default is not remedied within fourteen (14) days of occurrence, we may enter any premises occupied by you to inspect or retrieve any products and may re-sell any products and credit the net sale proceeds to your account for the invoice value less adjustment for the condition of the products.
 - 13.5. Cancellation under 13.1 or cancellation or suspension under 13.2 will not affect either party's claim for any amount due at the time of cancellation or suspension, damages for any breach of obligations under this agreement and any other legal rights either party may have. Upon cancellation of this agreement any amount owed by you for products and services provided up to and including the date of cancellation will become due and current orders will terminate.
14. **Does a personal guarantee apply?**
 - 14.1. If you are a director of a company or the trustee of a trust.
 - In exchange for us agreeing to supply products and services and grant credit to the company or the trust, you also sign this agreement in your personal capacity, and jointly and severally personally undertake as principal debtors, to pay everything that the company or trust owes us, and to indemnify us against non-payment and/or default; and
 - Any personal liability of you as director or trustee will not exclude the company or trust from the liabilities and obligations contained in this agreement.
15. **What else is agreed?**
 - 15.1. If the products are delivered to you fixed with labels from both the manufacturer(s) and us and all or part of the information on such labels is conflicting, then the information on the manufacturer(s) label will prevail and must be followed.
 - 15.2. A failure by either party to enforce any of the terms of this agreement will not be deemed to be a waiver of any of the rights or obligations under this agreement.
 - 15.3. Neither party may assign or transfer its rights or obligations under this agreement without the prior written notice of the other party.
 - 15.4. If any of these terms are determined to be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining terms will not be affected.
 - 15.5. This agreement supercedes all prior agreements, representations and warranties (whether oral or written). Any instructions we receive from you will be subject to this agreement.
 - 15.6. Documentation related to this agreement may be served on you by email.
 - 15.7. We reserve the right to update these terms and will notify you of any changes. Any provision of products and services by us following the date of such notice will be subject to the changes.
 - 15.8. This agreement is governed by the laws of New Zealand.

Direct debit authority

My account to be debited (acceptor) Name of my bank: Bank Branch Account Suffix	Initiator's authorisation code <table border="1" style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td style="width: 20px;">0</td> <td style="width: 20px;">2</td> <td style="width: 20px;">3</td> <td style="width: 20px;">8</td> <td style="width: 20px;">8</td> <td style="width: 20px;">4</td> <td style="width: 20px;">8</td> </tr> </table> Approved <table style="width: 100%; text-align: center;"> <tr> <td style="width: 50%; border-right: 1px solid black;">3884</td> <td style="width: 50%;">02/24</td> </tr> </table>	0	2	3	8	8	4	8	3884	02/24
0	2	3	8	8	4	8				
3884	02/24									

From the acceptor to my bank:

I authorise you to debit my account with the amounts of direct debit instructions received from **Lukbo Group Limited** (the 'Initiator') with the authorisation code specified on this authority and in accordance with this authority until further notice from me.

I agree that this authority is subject to:

- my bank's terms and conditions that relate to my account, and
- the terms and conditions listed below.

Authorised signature/s:	Date:
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Specific conditions relating to notices and disputes

- 1) I agree that the initiator must give me at least 7 days' notice prior to each direct debit, provided that where the direct debit is in a series, the Initiator is only required to provide 7 days' notice prior to the first direct debit in the series.
- 2) Changes to the amounts or dates of a series of direct debits require 30 days' prior notice to me.
- 3) I can also agree with the Initiator to receive a same day notice for direct debits specifically requested by me.
- 4) All notices must be in writing, but can be delivered electronically, if I have agreed that with the Initiator.
- 5) I can also ask you to reverse a direct debit up to 120 days after the direct debit if:
 - I didn't receive proper notice of the amount and date of the direct debit, or
 - I received notice but the amount or date of the direct debit is different from the amount or date on the notice.
- 6) If you dishonour a direct debit but the Initiator retries it within 5 business days of the original direct debit, I understand that the Initiator doesn't need to notify me again about that direct debit.

For Bank Use Only <table style="width: 100%;"> <tr> <td style="width: 33%; border: 1px solid black; padding: 2px;">Date Received:</td> <td style="width: 33%; border: 1px solid black; padding: 2px;">Recorded by:</td> <td style="width: 33%; border: 1px solid black; padding: 2px;">Checked by:</td> </tr> </table> Original - Retain at Branch Copy - Forward to Initiator if requested	Date Received:	Recorded by:	Checked by:	BANK STAMP
Date Received:	Recorded by:	Checked by:		