

APPLICATION TO OPEN TRADING ACCOUNT FOR LIMITED LIABILITY COMPANIES ONLY

TO MEDITERRANEAN FOODS LTD:

Date:

Company name in full:	
Trading name (if different):	Ph:
Business Activity:	Mobile:
Company Email:	Fax:
Delivery Address:	

Contacts:

Purchasing:	Ph:	Email:
Accounts	Ph:	Email:

Email Statements: Y/N Postal Address:

In consideration of your allowing me/us to purchase goods, I/we hereby acknowledge and agree:

- 1: That no credit will be extended by you until you have approved this application.
- 2: All goods purchased from you shall be subject to your current terms of trade from time to time adopted by your company.
- 3: I/We have read your terms of trade overleaf and until further notice from you any goods acquired by me/us shall be subjected to those terms.
- 4: I/We authorize any person or company to provide you with such information as you may require in response to your credit inquiries. I/We further authorize you to furnish to any third party details of this application and any subsequent dealings that I/We may have with you as a result of this application being actioned by you.

SIGNATURE OF DIRECTOR/s: _____

Director Full Name/s
 Residential Address
 Residential Phone
 Email Address:
 Date of Birth

TRADE REFERENCES & OTHER COMPANY INFORMATION

1. _____	Phone: _____
2. _____	Phone: _____

Solicitor: Phone:
 Accountant: Phone:
 Company No: Incorporated:
 Purchase order required: Y/N
 Delivery Instructions:

PERSONAL GUARANTEE

I/We _____

(full names of guarantors) in consideration of you agreeing to supply
(full company name)

Goods on credit to _____

Do hereby agree and undertake with you as follows

1. I/We do hereby Guarantee to you the due payment of all moneys now due or at any time or times hereafter to become due to you by the above named for or on account of goods or services supplied, bills or notes discounted, and liability undertaken for their accommodation, or any other reason whatsoever.
2. This instrument shall constitute a continuing or standing Guarantee to the extend of my/our liability above stated.
3. No granting of credit extension of former credit or granting of time to the above named and no waiver indulgence of neglect to sue on your part shall impair my/our liability hereunder; as between myself/ourselves and your company. I/We shall be deemed to be Principal Debtor and liable to you accordingly.

GUARANTORS NAMES & SIGNATURES

WITNESS NAME & SIGNATURE/ADDRESS

Dated at _____

If you wish to pay by direct credit our bank details are:
Mediterranean Foods (Wgtn) Limited, National Bank, Wellington Commercial.

06-0561-0157032-000

General Conditions of Sale

1. PAYMENT

All Invoices shall be paid to the company not later than the 20th of the following month.

2. INTEREST AND COST

Should the Customer default in payment for more than seven (7) days, then the Customer shall be in breach hereof and, without prejudice to any other rights or remedies available to the Company, the Customer shall pay interest on the overdue amount to the Company at the rate of 2.00 percentum per month from the date payment became due until the date of payment, and the Customer shall, upon demand reimburse the Company for all costs, expenses or other sums reasonable incurred by the Company in exercising any right or remedy available to it consequent upon default by the Customer, which sums shall also carry interest at the above rate if unpaid with seven (7) days of demand having been made.

3. DELAY

The Company shall not be liable in any way for any delay in performance of supply where that delay is wholly or substantially caused by circumstances beyond its reasonable control, including but not limited to transport delays, adverse weather conditions, strikes, lockouts, industrial disputes or delays by other contractors or suppliers.

4. NO WAIVER OF RIGHTS

The Company is given and may exercise all or any of the rights and remedies referred to in these Conditions of Sale entirely without prejudice to any other rights and remedies that may be available to it, and no failure or neglect to act or pursue any right or remedy available to the Company shall in any way prejudice its rights to exercise that or any other right or remedy.

5. METHOD OF PAYMENT

No payment by cheque, bill or other promissory note shall be deemed to have been made until the Company has received cash payment.

6. CUSTOM OR TRADING PRACTICE

These conditions shall apply notwithstanding any custom or trading practice generally applied by the Company or the Customer, any particular custom or trading practice adopted by the Company or the Customer with respect to each other, irrespective of when or for how long such forms or other documentation may have been used.

7. DEFINITIONS

In these Conditions of Sale, unless the context otherwise requires:

- a) The word "Company" means **Mediterranean Foods (Wgtn) Ltd** and includes any servant or agent of the Company.
- b) The word "Customer" means the person, firm, partnership, company or corporate or other entity to whom these conditions of Sale are submitted and includes any employee or agent of such person, firm, partnership, company or entity.

To Return:

Postal: 42 Constable Street, Newtown 6021

Fax: 04 939 8105