



Jayen Food Concepts Ltd
 71E Wiri Station Road, Manukau, Auckland 2104
 Phone: 0800 62 22 20 Fax: (09) 262 1121
 Email: admin@jayen.co.nz

ACCOUNT APPLICATION

Applicant's full legal name: ("The applicant")

Trading as:

(Please tick) Ltd Company Individual Sole trader Partnership Other (please state):

Postal address: Postal Code:

Physical address:

Nature of business: Years in business:

Contact name & position: Applicant's Date of Birth:

Phone - Business: Home: Fax:

Car Registration: Mobile: Email:

If a Limited Liability Company – Date of Incorporation: Incorporation No:

Address of Registered Office:

Ownership: Full Details of Directors:

1 Name: Home Address:

2 Name: Home Address:

Financial & professional advisors

Name of Accountant: Solicitor:

Bank: Branch: Acct No:

Trade References

Company	Contact name	Phone number	Account open since

General description of equipment, products and services to be provided:

I warrant to Jayen Food Concepts Ltd:

1. that the above information is to the best of my knowledge, information and belief true and correct; and
2. that I have carefully read and agree to be bound by the terms and conditions as printed overleaf; and
3. 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.

Signed Print name Position

Dated this Day of 20

If the applicant is a company then this application form must be signed by a company director of the company.

Terms and Conditions

1. What is the purpose of this contract?

1.1 This contract sets out the terms and conditions that apply when you ("you" and "your") decide to purchase **equipment, products and services** from **Jayen Food Concepts Ltd** ("we", "us" and "our").

2. What information about you can we collect?

- 2.1 You agree that we may obtain information about you to:
- assess your credit worthiness;
 - enforce any rights under this contract;
 - market any of our **services** to any other entity.
- 2.2 You agree that we may give that information to any person for the above purposes, but you may withdraw your consent at any time.
- 2.3 You may access any information that we hold about you and ask us to correct any mistakes in it.

3. What is our equipment, products and services?

3.1 In these terms and conditions "**equipment, products and services**" means and includes, without limitation, the following:

- the supply, leasing, renting, sale and installation of branded food systems including cooking, storage and heating equipment, signage, packaging, consumable products, recipes, seasonings, salts and food coatings;
- all training; and
- all equipment, products and services identified in any order form, supply request, quotation, email, job sheet, invoice issued by us to you, such documents being deemed to be incorporated into and forming part of our contract with you.

4. What is the price?

4.1 The **price** is the cost of the **equipment, products and services** as agreed between you and us.

4.2 If no price is stated in writing, the **equipment, products and services** will be treated as supplied at the current amount that we supply **equipment, products and services** at the time of our contract with you.

5. What and when must you pay us?

- 5.1 You agree to pay us as follows:
- by direct debit on or before the 20th day of the month following the date of our invoice ("the due date");
 - a deposit may be required;
 - with respect to invoices not paid by their due date, we may charge interest on any amount you owe us after the due date at the rate of 2.5% per month or part month; and
 - you agree to pay any costs, including debt collection and legal costs that we may incur as a consequence of having to enforce any of our rights contained in our contract with you.

6. What happens when we give you a quotation?

- 6.1 When we give a quotation for **equipment, products and services**:
- unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
 - the quotation is exclusive of goods and services tax unless specifically stated to the contrary; and
 - where **equipment, products and services** are required in addition to the quotation, you agree to pay for the additional cost of such **equipment, products and services**.

7. What security rights do we have?

- 7.1 Until you have paid us in full for the **equipment, products and services** supplied, we retain ownership of the equipment and products we have supplied you.
- 7.2 Until you have paid us in full for the **equipment, products and services** supplied, it is agreed that, pursuant to the Personal Property Securities Act 1999, we have a security interest in all equipment and products supplied by us to you.

7.3 If you fail to pay us in full for any **equipment, products and services**, provided to you, including equipment leased to you for a term of more than one (1) year or you "default" in a manner that gives rise to our entitlement to enforce our security, then you give us an irrevocable authority to enter at any reasonable time any premises where our equipment is located and repossess our equipment.

7.4 You further agree that we will not be liable for any costs, damages, expenses or losses incurred by you or any third party as a result of the repossession, nor liable in contract or in tort or otherwise in any way whatsoever, unless by statute our liability cannot be excluded.

7.5 When equipment is repossessed by us, you waive the right to receive notice under section 120 Of the Personal Property Securities Act 1999 and to object under section 121 of that Act.

7.6 If the Credit (Repossession) Act 1997 or any statute in replacement thereof applies to any transaction between you and us then you have the rights provided for in that Act despite anything contained in these terms and conditions.

8. Does a warranty apply?

- 8.1 A manufacturer's warranty applies when applicable.
- 8.2 Any written warranty that we provide to you also forms part of this contract.

9. What is the limitation on our liability?

9.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply guarantees, warranties or conditions or impose obligations upon us that cannot by law be excluded.

9.2 However, subject to clause 8.1, if we are deemed to be liable to you for any loss or damage of any kind whatsoever, arising from the supply of **equipment, products and services** by us, including consequential loss, whether suffered or incurred by you or another person or entity and whether in contract or tort (including our negligence) or otherwise, then it is agreed by you, that our liability is limited in its aggregate to \$5,000.00.

10. What rights do we have to cancel this contract?

- 10.1 We have the right by notice to suspend or cancel any part of any contract for the supply of **equipment, products and services** to you, if you fail to pay any sum owing to us after the due date.
- 10.2 Any cancellation or suspension will not affect our entitlement to claim for any money due at the time of cancellation or suspension or any other legal rights we have.

11. Does a personal guarantee apply?

- 11.1 If you are a company or a trust:
- the director(s) or trustee(s) signing this contract, in consideration for us agreeing to supply **equipment, products and services** and grant credit to the company or the trust, also sign this contract in their 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;
 - any personal liability of a company director or trustee will not exclude the company or trust from the liabilities and obligations contained in this contract.

12. What also are you agreeing to?

- 12.1 We are not liable for delay or failure to perform our obligations if the cause of the delay or failure is beyond our control.
- 12.2 Any repairs required to equipment may be outsourced (contracted out) by us.
- 12.3 If we fail to enforce any of the terms and conditions contained in this contract it shall not be deemed to be a waiver of any of the rights or obligations we have under this contract.
- 12.4 If any of these terms and conditions shall be invalid, void or illegal or unenforceable, the validity existence, legality and enforceability of the remaining terms and conditions shall not be affected, prejudiced or impaired.
- 12.5 Any rental agreement, lease agreement, licence agreement and branding agreement that we may provide to you, will also form part of our contract with you and shall be read together with these terms and conditions

