



FRESH FOOD
AT ITS BEST

PURCHASE AGREEMENT / CREDIT APPLICATION

* compulsory field

COMPANY INFORMATION

Company
 Partnership
 Individual/Sole Trader
 Year Business Established
 Business Registered Y N
 *Business Nature: Wholesaler
 Supermarket
 Café
 Takeaway
 Lunch Bar
 Butchery
 Bakery
 Food Court
 Roast

*Trading Name <input type="text"/>	*Phone <input type="text"/>	Fax <input type="text"/>
*Company/Legal Name <input type="text"/>	Company Registration <input type="text"/>	Email <input type="text"/>
*Delivery/Street Address <input type="text"/>	*Postal Address <input type="text"/>	
*Purchasing Contact <input type="text"/>	Phone <input type="text"/>	
*Account Contact <input type="text"/>	Phone <input type="text"/>	

PERSONAL INFORMATION

*Director(s) / Owner(s) <input type="text"/>	*Phone <input type="text"/>	*Mobile <input type="text"/>
*Residential Address <input type="text"/>	*Driver License/ID Version <input type="text"/>	*Date of Birth <input type="text"/>

TRADE CREDIT REFERENCES / MAJOR SUPPLIERS *

Business Name <input type="text"/>	Phone <input type="text"/>	Customer Code <input type="text"/>
Business Name <input type="text"/>	Phone <input type="text"/>	Customer Code <input type="text"/>
Business Name <input type="text"/>	Phone <input type="text"/>	Customer Code <input type="text"/>



TERMS AND CONDITIONS OF SALE

1. The information provided by the Buyer to Mega Food Services Ltd. (MEGA) in the Customer Credit Application Form is true and correct and it is upon the basis of the truth of the information that the Buyer submits the application to MEGA for acceptance. If any change occurs to the information provided by the Buyer then the Buyer undertakes to immediately notify MEGA of full details of such change.
2. The information provided will be used by MEGA to credit check the Buyer through Veda Advantage's credit reporting service:
 - A. Veda Advantage will give MEGA information about the Buyer for that purpose.
 - B. MEGA will give the personal information of the Buyer to Veda Advantage, and that Veda Advantage will hold that information on their systems and use it to provide their credit reporting service.
 - C. When other Veda Advantage customers use the Veda Advantage credit reporting service, Veda Advantage may give the information to those customers.
 - D. MEGA may use Veda Advantage's credit reporting services in the future for purposes related to the provision of credit to the Buyer. This may include using Veda Advantage's monitoring services to receive updates if any of the information held about the Buyer changes.
 - E. If the Buyer defaults in my payment obligations to MEGA, information about that default may be given to Veda Advantage, and Veda Advantage may give information about the Buyer's default to other Veda Advantage customers.
3. MEGA may withdraw or limit credit facilities at any time, at its absolute discretion and with or without notice.
4. Any liability of the Buyer is to be unaffected by the sale, transfer or termination of the business of the Buyer.
5. If the business is going to be sold, transferred or terminated, the Buyer is liable to notify MEGA in 14 working days ahead and fill the "Closing Account Application" form of MEGA.
6. All orders accepted by MEGA shall form a contract between MEGA and the Buyer upon MEGA standard terms and conditions of sale. MEGA may vary its standard terms and conditions of sale from time to time. The terms and conditions of sale applicable at the date of this application are:
 - A. Payment for the goods at the agreed purchase prices due: cash on delivery; or if credit granted by MEGA then
 - B. In the event of default or non-payment in the due date, or breach of these terms and conditions or insolvency of the Buyer:
 - All sum outstanding to MEGA become immediately due and payable; and
 - Interest shall accrue at the rate of 16% per annum from the date payment was due until the date payment is made. Interest will be compounded monthly; and
 - The Buyer indemnifies MEGA for any loss, expense or costs it may incur or suffer as a result of the Buyer's default; and
 - All legal and collection costs in recovering or collecting any outstanding money, recovering goods or remedying any default shall be recoverable against the Buyer.
 - MEGA may retake possession of goods delivered but not paid for.
 - C. Property in the goods supplied by MEGA shall remain the ownership of MEGA until payment in full of all amounts owing to MEGA whatsoever. If the goods are resold before all amounts owing to MEGA have been fully repaid the book debt on proceeds of such resale shall be the property of MEGA and be held for its account and payable immediately to MEGA. The Buyer shall owe a fiduciary duty to MEGA in respect of such book debts and proceeds.
 - D. Goods are at Buyer's risk from the time the goods are delivered to the Buyer's premises.
 - E. MEGA accepts no liability for late or incorrect delivery of the goods.
 - F. Claims for damaged or defective goods or short quantity must be advised within 24 hours of receipt of the goods by the Buyer and an opportunity given to MEGA to investigate the claim.
 - G. MEGA's liability in the event of a valid claim will not exceed the sale price of the goods concerned and to the extent permitted by the law or warranties and conditions implied by any statute are hereby expressly negative.
7. The Buyer acknowledges the goods are acquired for the purpose of re-supplying these in trade, and the provisions of the Consumer Guarantees Act 1993 do not apply. The Buyer irrevocably authorises any person or company to provide MEGA with such information as MEGA may require in response to MEGA's credit enquiries. The Buyer further authorises MEGA to furnish to any third party details of this application and any subsequent dealings the Buyer may have with MEGA as a result of this application being acted.

*Signature of Director/Owner

*Dated

*Name of Director/Owner

I would like to pay by Direct Debit

*Signature of Witness

*Print Name of Witness

*Address

*Phone

PERSONAL GUARANTEE

In consideration of Mega Food Services Ltd (MEGA) having agreed to supply the Buyer with goods the Guarantor hereby guarantees the payment to MEGA of any amount which is now or which may become due or owing to MEGA by the Buyer however arising. The Guarantor further acknowledges that they will indemnify MEGA in respect of any failure by the Buyer to pay any money due to MEGA. The Guarantors Liability is continuing and shall be that of a principal debtor not that of a surety. The Guarantor hereby waives any act which for the terms of this guarantee would otherwise have released their liability hereunder as Guarantor. The Buyer and Guarantor (if any) agree to be bound by the above terms and conditions.

*Signature of Guarantor

*Print Name of Guarantor

*Residential Address

Position

*Date of Birth

*Phone

Mobile

*Driver Licence/ID

*Signature of Witness

*Print Name of Witness

*Address

*Phone

**Return this application form and
a copy of drivers license to us via**

Mail PO Box 14-728, Panmure, Auckland

Fax 09 273 8885

Email accounts@megafood.co.nz