

TERMS AND CONDITIONS OF SALE – Breadcraft Wairarapa Ltd

PRICE

1. The price of the goods will be that ruling at the date of delivery.

PAYMENT

2. Payment terms are strictly 7 days of invoice.
3. Direct Debit
Payments will be automatically deducted from a specified bank account. The original direct debit form must be returned to us, along with the application form.
4. Invoice/statements will be delivered or posted to reach customers on Tuesday, and in turn payment should be made by Friday of the same week.
5. Customers failing to honour their obligations promptly should expect immediate follow up by our credit department.
6. Breadcraft (Wai) Ltd reserves the right to charge penalty interest on all overdue balances, equal to 4% above the retail base lending rate of the WestPac as varied from time to time and calculated on a daily basis on the unpaid balance from due date until payment in full: and any discounts may be disallowed.

CREDITS/SHORT DELIVERIES

7. Goods for credit will be collected by your designated driver and documentation provided as proof of credit.
8. Any queries concerning credits not received should be directed to your driver within 7 days.

ORDERING/CHANGES TO ORDERS

9. The company reserves the right to set cancellation and ordering deadlines. Currently, all cancellations or additions to your order must be received at least 24 hours prior to delivery. For further clarification, please refer to your driver or sales representative.
10. When deliveries fall on statutory holidays, any cancellations must be notified to the orders department as set out above, even in respect of permanent orders, otherwise customers will be automatically charged.

CREDIT LIMIT

11. Any credit limit approved by Breadcraft (Wai) Ltd may be reviewed from time to time by Breadcraft (Wai) Ltd in its sole discretion. The credit limit may be increased or reduced by them following the review.

TERMINATION

12. Breadcraft (Wai) Ltd may at any time in its sole discretion without notice to the customer terminate the credit account. Upon termination all amounts outstanding for goods previously supplied to the customers will become immediately due and payable by the customer. After termination Breadcraft (Wai) Ltd will not be obliged to supply any goods to the customer on credit terms.

CONTRACT

13. By entering into this contract Breadcraft (Wai) Ltd and the customer acknowledge that these terms express the entire agreement between Breadcraft (Wai) Ltd and the customer and there have been no representations made by either party to the other except such as expressly set forth herein and that if there is any inconsistency with the terms of any order that may be lodged by the customer any such order shall be of no effect. The contract shall not be subject to change or modification except with the prior written consent of both parties.

14. TERMS AND CONDITIONS ACCEPTANCE - Breadcraft Wairarapa Ltd

The Purchaser agrees to be liable for any collection costs incurred including Court and legal costs. The goods shall remain the property of Breadcraft until they have been fully paid for.

The applicant hereby applies to open a weekly Credit Account with Breadcraft (Wair) Ltd and offers to purchase goods on the terms of this application and the conditions of sale appearing overleaf.

The applicant: -

1. Confirms that all information supplied in this form is true and correct.
2. Agrees that the terms of payment are strictly weekly, i.e. 7 days following weekend date on invoice/statement.
3. Acknowledges that the information supplied on this form will be used for the purposes of: -
 - a. Assessing the applicants credit application.
 - b. Administering the applicants weekly credit account.
 - c. Marketing goods supplied by Breadcraft (Wai) Ltd.
4. Irrevocably authorises Breadcraft (Wai) Ltd to:
 - a. Use the information for the above purposes.
 - b. Provide the information contained in this application together with details of any dealings Breadcraft (Wai) Ltd has with the applicant to any third party, for the purpose of establishing and maintaining effective credit records.
 - c. Obtain any information concerning the applicant from any other source.

Full Name (print) :.....**Signature**:

Date :**Position** :.....

Witness Full name(print):..... Signature (Witness):.....

Address (Witness) :..... Occupation (Witness) :.....

UNTIL THIS FORM HAS BEEN ACCEPTED WE REGRET THAT WE ARE UNABLE TO TO COMMENCE SUPPLY

GUARANTEE

I/We the persons named as Guarantor on this Credit Application Form, hereby acknowledge that I/We am/are aware of all provisions contained in this application and the terms of trade. I/We hereby confirm that such credit shall be made available to the customer at my/our request and the covenants contained in this Agreement (including any variation of this Agreement) shall bind Me/us jointly and severally.

Full Name (print).....Signature:.....

Full Name (print).....Signature:.....

Witness Full Name (print).....Signature (Witness):.....

Address (Witness):.....Occupation (Witness):.....

Return completed forms to : **Breadcraft Wairarapa Ltd**
PO Box 352
MASTERTON
Phone 06 3700260