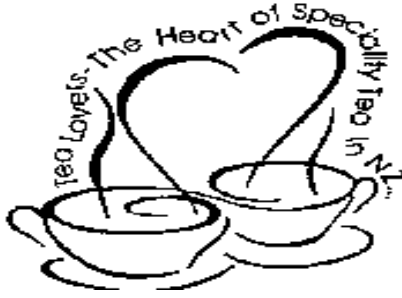


Coffee and Tea Lovers Ltd Wholesalers



83A Lady Ruby Drive, East Tamaki, Auckland 2013
Free Phone 0800 TEA SHOP
Phone (09) 535 7303 Fax (09) 535 7383
Email: info@coffeeandtealovers.co.nz
Web: www.coffeeandtealovers.co.nz

TEA LOVERS LTD - APPLICATION FOR CREDIT ACCOUNT

Trading Name: _____
Sole Trader/Ltd.Co/Partnership/Other: _____
Registered Company Name: _____
Address – Postal: _____
Address – Delivery: _____
Telephone & Fax. Nos: _____
Type of Business: _____
Registration No and Date: _____
Email Address for Billing Info: _____

DIRECTORS/PROPRIETORS

Name: _____
Residential Address: _____
Telephone & Mobile No: _____
Email Address: _____
Date of Birth: _____
Mailing Address: _____

Name: _____
Residential Address: _____
Telephone & Mobile No: _____
Email Address: _____
Date of Birth: _____
Mailing Address: _____

Accountant: _____ Contact: _____
Address: _____
Telephone: _____

Bank & Branch: _____
Address: _____
Telephone: _____

CREDIT REFERENCES (Name, Address & Telephone Number)

1. _____
2. _____
3. _____

Tea Lovers Limited - Terms & Conditions of Trade

1. Payment Terms:

1a: Unless otherwise agreed in writing, full payment for all goods and services supplied from Tea Lovers Limited shall be made in full on or before the **14th day** following the invoice date

1b: In the event that payment is not received in accordance with clause 1(a) hereof, Tea Lovers Limited reserves the right to:

- i. Recover all costs and disbursements incurred in seeking recovery of the monies due, including legal fees, any debt collecting fees, and all other expenses incurred
- ii. Tea Lovers Limited shall be entitled to suspend all further deliveries of goods ordered until Payments are fully received and withdraw ongoing credit facilities

1c: Tea Lovers Limited shall be entitled to apply a Credit Limit upon this account at any time to limit the risk posed to Tea Lovers Limited

1d: Tea Lovers Limited reserves the right to request payment in advance or cash on delivery for the initial orders where a credit history cannot be satisfactorily established or where the applicant has been operating for a short period of time or as Tea Lovers sees fit (for any reason).

1e: Tea Lovers Limited is not required to send statements prior to payment due date, Payment will be required from the issue of an Invoice.

2. Orders:

2a: All goods received by courier must be signed for. All claims for loss or damages to delivered stock must be received by Tea Lovers Limited within 24 hours of customer receipt of the order

2b: An additional packaging fee may apply for any orders which Tea Lovers Limited agrees to package into 'retail' packaging weights and sizes.

3. Pricing and Invoicing:

3a: All pricing displayed in our wholesale tea-list is shown exclusive of GST. We reserve the right to alter prices without notification. We also reserve the right to correct all typographical and clerical errors.

3b: Freight is to be charged with all orders and will appear on each invoice unless otherwise agreed in writing.

Customer Declaration:

I/We confirm that all information provided is true and correct and;

Authorise Tea Lovers Limited to release information to outside agencies to assist in debt recovery;

Authorise Tea Lovers Limited to obtain any information that is necessary to evaluate credit worthiness, including a formal credit check.

Customer Acceptance:

I/We agree to be bound by all terms and conditions and;

Expressly represent to Tea Lovers Limited that this signatory is authorised by the customer (Company) to enter into such contracts;

Guarantee payment for all goods and services received from Tea Lovers Limited within the above stated credit terms unless other wise agreed;

The Directors (s) / Proprietor (s) personally guarantee the payment of all monies owing to Tea Lovers Limited;

Agree that ownership of all goods purchased/delivered under these credit terms does not pass to us until full-payment has been received by Tea Lovers Limited;

Understand and agree that any/all loan tins and labels supplied to us by Tea Lovers Limited are to be returned if/when our purchasing tea, coffee and accessories ceases;

I/We, the above named Customer hereby acknowledge that in agreeing to these conditions of sale that;

- (a) The terms contained in this application and conditions of sale constitutes a security agreement for the purpose of section 36 and 38 of the Property Securities Act 1999 (“PPSA”)
- (b) Pursuant to this security agreement the Customer will grant a security interest in all its present and after acquired goods supplied by Tea Lovers Limited and the proceeds of sale pursuant to PPSA
- (c) That Tea Lovers Limited may register a financing statement in respect of any such security interest on the personal Property Securities Register and if so required by Tea Lovers Limited the customer will pay Tea Lovers Limited's' expenses and legal costs (on a solicitor/client basis) in or in connection with the registration of a financing statement or financing change statement relating to the security interest created by this agreement or obtaining an order under section 167 of the PPSA
- (d) No goods will be supplied by Tea Lovers Limited until this agreement has been signed by the customer in accordance with the requirements of section 36 and 38 PPSA and in a manner satisfactory to Tea Lovers Limited and Tea Lovers Limited is satisfied as to the credit worthiness of the Customer
- (e) The customer agrees that sections 114(1)(a), 133 and 134 of the PPSA shall not apply to this agreement or the security under this agreement
- (f) The customer waives their rights to receive a copy of the verifications statement confirming registration of a financing statement relating to the security interest created by this agreement
- (g) The customer agrees that none of their rights as debtors under sections 116,119,120(2), 121,125,126,127,129,131, and 132 shall apply to this agreement
- (h) The customer agrees that where Tea Lovers Limited has rights in addition to those in part 9 of the PPSA, those rights will continue to apply
- (i) The customer will not change its name without first notifying Tea Lovers Limited of its new name not less than seven days before the change takes effect
- (j) Until all sums due to Tea Lovers Limited by the customer have been paid in full, Tea Lovers Limited has a security interest in all Products.

The Directors (s) / Proprietor (s) hereby agree jointly and severally to be answerable and responsible to Tea Lovers Limited for the full payment of all goods and products as Tea Lovers Limited may from time to time supply to the customer.

In conjunction with this Credit Application, the Tea Lovers Limited Terms and Conditions and all other relevant documents/conditions have been understood and accepted.

Signature _____ Name: _____

Position _____ Date _____

Please fax completed credit application and post the original copy to the postal address shown above