



Food Processor Supplies (NZ) Limited

CORDED STRAP NZ

PO Box 2051, Stoke 7041  
10 Merton Place, Nelson  
Ph: 03 548 5459 Fax: 03 548 5469  
Email: [service@nelpack.co.nz](mailto:service@nelpack.co.nz)

# ACCOUNT APPLICATION FORM

Please complete and return to your Bunzl/Nelson Packaging Account Manager

## Office Use Only

Account Manager:	Account Manager Code:	Estimated Monthly Sales: \$
Healthcare Specialist:	Healthcare Specialist Code:	Credit Limit \$
Territory/Group 2 Code	Group 3 / 4 code:	Group 5 / 6 code:
Applicant Name	Account No:	Date Received:
Account Requested By:		
Signature:	Printed Name:	Date:
Approved by Branch Manager:		
Signature:	Printed Name:	Date:
Approved by Credit Manager:		
Signature:	Printed Name:	Date:

**GENERAL BUSINESS INFORMATION:**

**PLEASE COMPLETE USING BLOCK LETTERS**

Applicant / Trading Name: .....

Legal Entity Name: .....

Company Registration Number: ..... Business Number: .....

Partnership  Public Company  Sole Proprietor  Private company

Is the company acting as a trustee?  Yes – **Refer Annexure A - page 4**  No

Business Telephone No: ..... Business Facsimile No: .....

Mobile number:..... Home number: .....

Email: ..... Web Site: .....

Address for Correspondence: .....

.....

Type of Business: ..... Period in Business: .....

Purchasing Contact No: ( ).....Name: .....

Purchasing Email Address:.....

**ACCOUNTS PAYABLE INFORMATION:**

Accounts Payable Contact Name: .....

Accounts Payable Email Address: .....

Accounts Payable Contact Phone No: ( ) .....Facsimile No: ( ) .....

Payment method:

EFT  Cheque  Credit Card – **Refer Annexure B - Page 10**

Statements emailed to: .....

Please select how you would like to receive your Invoices:

Mail  With Goods  Email

Invoices emailed to: .....

Do you require a priced dispatch note?  Yes  No

**COMMERCIAL BANK DETAILS ONLY:**

Bank:	Branch:
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**FULL NAMES, PRIVATE ADDRESSES AND POSITION OF AT LEAST TWO (2) PARTNERS, DIRECTORS OR PROPRIETORS**

- 1) Name: ..... DOB: .....  
Position: ..... Drivers Licence No: .....  
Address: .....  
Home Telephone No: ..... Mobile No: .....
- 2) Name: ..... DOB: .....  
Position: ..... Drivers Licence No: .....  
Address: .....  
Home Telephone No: ..... Mobile No: .....
- 3) Name: ..... DOB: .....  
Position: ..... Drivers Licence No: .....  
Address: .....  
Home Telephone No: ..... Mobile No: .....

**DELIVERY INFORMATION:**

Delivery Address (if more than one delivery point, please provide details below)

.....  
Deliver orders ship complete?       Yes       No  
Freight method:       FIS       FOB       Applicant to arrange

**ADDITIONAL DELIVERY ADDRESSES:**

Delivery Address 1  
.....

Delivery Address 2  
.....

Delivery Address 3  
.....

Delivery Address 4  
.....



**ANNEXURE A – TRUSTEE WARRANTY:**

**The Applicant warrants that the following statements are true and correct:**

1. The Applicant is empowered by the trust deed (the "Trust Deed") dated ..... (*insert date of deed*)  
  
between .....(*insert applicant*)  
  
and.....(*insert name of trust*):  
  
(i) to enter into and perform all documents to which it is expressed to be a party and to carry on the transactions contemplated by those documents; and  
(ii) to carry on its business as now conducted or contemplated and to own its assets (including any asset purported to be charged or mortgaged by it),  
  
in its capacity as trustee of the .....(*insert name of trust*) Trust (the "Trust"), and there is no restriction on or condition of its doing so.
2. All necessary resolutions have been duly passed and all consents, approvals and other procedural matters have been obtained or attended to as required by the Trust Deed for the Applicant to enter into and perform the documents to which it is expressed to be a party.
3. No property of the Trust has been re-settled or set aside or transferred to any other trust.
4. The Applicant's right of indemnity out of, and lien over, the assets of the Trust have not been limited in any way, and the Applicant has no liability which may be set off against that right of indemnity.
5. The Trust Deed complies with all applicable laws.
6. The Applicant has complied with its obligations and duties under the Trust Deed and at law, and no one has alleged that it has not complied.

The Applicant confirms the accuracy of the warranties in Annexure A and encloses a copy of each relevant trust deed.

We are delighted that you have chosen Bunzl as your preferred supplier for your needs. Please note this credit application is applicable for all of the following

Bunzl Food Processor Supplies (NZ) Limited

Bunzl Outsourcing Services (NZ) Limited

Nelson Packaging Supplies Limited

All companies listed above are referred within this application as 'Bunzl'.

**TRADING TERMS:**

- 1) These terms and conditions shall apply to the exclusion of all others and any terms and conditions of the Applicant (whether on an Applicant order form or otherwise) which are contrary to or inconsistent with these terms and conditions shall not apply nor shall they constitute a counter offer. No goods or services will be supplied by 'Bunzl' on any terms and conditions other than those set

out herein and by taking delivery of goods or services the Applicant shall be deemed to agree these terms and conditions shall apply to the exclusion of all others.

- 2) Bunzl is not required to accept an order for goods or services from an Applicant and reserves the right at all times to suspend the supply of goods or services on credit without having to give reasons for its actions.
- 3) Bunzl reserves the right to alter or vary any prices of goods or services and the terms on which those goods or services are to be supplied at any time prior to acceptance without notice.
- 4) Goods and services will be invoiced at the prices prevailing at the time an order for goods or services is accepted by Bunzl.
- 5) A minimum order fee will be applied to all orders less than \$100.00 exclusive of GST in value. A delivery fee will apply to all invoices. Where goods are delivered outside capital cities and greater metropolitan areas, customers will pay the reasonable costs of freight.
- 6) Payment of accounts is due in full within 20 days from the end of the month of invoice. Bunzl reserves the right to charge interest of 10% p.a. on demand on all overdue amounts from the moment an amount becomes overdue until the date of payment (both before and after judgment). The Applicant will pay any costs incurred by Bunzl in recovering any monies due for payment or enforcing these terms following a breach by the customer (including, but not limited to, legal fees, (on a solicitor-client basis), bank charges and commission).
- 7) Title in any goods sold by Bunzl shall not pass to the Applicant until the Applicant has paid Bunzl the full amount of the invoice for those goods, including any interest which may have accrued under Clause 6 is made, and until then the Applicant holds the goods as bailee and fiduciary agent. The Applicant must:
  - (a) keep the goods in its possession and control;
  - (b) keep the goods in good repair and condition, excluding fair wear and tear;
  - (c) keep the goods stored separately and marked so that the goods are clearly and easily identifiable as Bunzl's property and inform Bunzl of the location of the goods if requested; and
  - (d) not sell, assign or let the goods or any interest in them, or permit any charge, pledge, lien or other encumbrance to be created in relation to them,

except for any sale as fiduciary agent of Bunzl (but without any right to create any liability of Bunzl to any third party) or where the goods become part of another product, in each case in the ordinary manner. If the Applicant sells any of the goods while they remain the property of Bunzl, or any of those goods become part of another product that is sold by the Applicant, then in either case, in discharge of the amount owing, the Applicant holds the proceeds of sale received on trust for Bunzl up to the amount it owes Bunzl in respect of those goods, and must immediately pay that amount to Bunzl.

For this purpose, and where the customer breaches these terms in any other way, the Applicant hereby grants permission to Bunzl to enter upon any land or premises where the goods are, in order to take possession of and dispose of the goods as Bunzl sees fit.

Bunzl will remain entitled to retake possession of the goods at any time before it receives payment in full.

- 8) Although title in the goods will not pass until payment is made by the Applicant, the risk of loss or damage to goods passes to the Applicant:
  - (a) on all contracts other than F.I.S. contracts - once the goods have been delivered to/collected by the freight forwarder;
  - (b) on F.I.S. contracts - on delivery of the goods to the place notified by the Applicant when placing the order.

- 9) The Applicant will be deemed to have accepted goods or services as being in accordance with an order unless it notifies Bunzl to the contrary within seven (7) days of receipt of goods or supply of services.
- 10) Except for any written warranties given by Bunzl to you, all warranties and representations (including those expressed or implied by law) in respect of products and services provided are excluded to the extent permitted by law. Bunzl and the Applicant agree that the transactions entered into between Bunzl and the Applicant are for the purpose of trade and that, having regard to all relevant circumstances of the transactions, it is fair and reasonable that the provisions of the Consumer Guarantees Act 1993 (NZ) do not apply to those transactions to the fullest extent permitted by law.
- 11) If any goods are defective, Bunzl's liability is limited [at Bunzl's option](#) to replacing or repairing the goods, paying for the cost of replacing or repairing the goods, or providing a refund of the price for the goods paid by the Applicant. The manner in which any such liability will be discharged will be calculated and determined by Bunzl.
- 12) Other than for defective goods where the Applicant notifies Bunzl of the defect within seven (7) days of receipt, goods may only be returned with the prior approval of Bunzl and a restocking fee equal to the greater of 10% of the value of the goods or \$30 may be payable by the Applicant to Bunzl at the discretion of Bunzl. No goods may be returned without the relevant invoice number being quoted.
- 13) Bunzl is not liable, whether in contract, tort (including negligence) equity or otherwise, and whether claims are made or not;
  - (a) for loss of profit or revenue, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of a right or any other indirect loss suffered by the Applicant.
  - (b) where any goods are altered or modified, mis-applied, or subjected to any unusual, excessive or non-recommended use, service or handling; or
  - (c) for loss or damage caused by any factors beyond Bunzl's control
- 14) Orders received for goods which are "out of stock" will be placed on the "back order" unless otherwise requested by the Applicant. Such goods will be consigned as soon as they become available, unless the Applicant notifies Bunzl before the goods are consigned that the goods are no longer required.
- 15) These terms set out the entire terms on which Bunzl agrees to supply goods or services to its customers. Any other terms which may be implied by the operation of statute or common law are expressly negated to the fullest extent permitted by law.
- 16) Despite any other provision in these terms, if GST is imposed on any Supply made by Bunzl under or in accordance with these terms then the Applicant must also pay, at the same time and in the same manner as payment for the Supply is required to be made in accordance with these terms, the amount of any GST payable in respect of the Supply and the amount so payable for the Supply will be increased accordingly.

Each party agrees to do all things, including providing invoices and other documentation that may be necessary or desirable to enable or assist the other party to claim any credit, set-off, rebate or refund in relation to any amount of GST paid or payable in respect of any Supply under this agreement.

In this clause:

- (a) the expression "GST" means goods and services tax within the meaning of the Goods and Services Tax Act 1985 (as amended or replaced from time to time)
- (b) the expression "Supply" has the meaning given to that term in the Goods and Services Tax Act 1985 (as amended or replaced from time to time)

- 17) Where the Applicant trades outside or breaches these terms and conditions, Bunzl may among other things and without prejudice to any of its other rights or remedies, refuse to supply goods or services to the Applicant, irrespective of whether an order has already been accepted or not, declare that all amounts owed by the Applicant to Bunzl are immediately due and payable, suspend or cancel all or any unfulfilled orders and/or any credit facility provided by Bunzl, and Bunzl will not be liable for any loss or damage of any kind resulting directly or indirectly from such action.
- 18) These terms and conditions may be varied from time to time by Bunzl at its discretion, and by giving notice in writing to the Applicant.

19) **PPSA**

(a) **Security:** The Applicant acknowledges and agrees that;

By assenting to these Terms, the Applicant grants a security interest (by virtue of the retention of title clause 7 of these Terms) to the Company in all Goods supplied by the Company to the Applicant (if any) and all after acquired Goods supplied by the Company to the Applicant (or to the Applicants account); and

These Terms shall apply notwithstanding anything, express or implied to the contrary contained in the Contract.

(b) **Financing Statement:** The Applicant undertakes to;

Sign any further documents and/or provide any further information (which information the Applicant warrants to be complete, accurate and up-to-date in all respects) which the Company may reasonably require to enable registration of a financing statement or financing change statement on the Personal Property Securities Register.

Not register a financing change statement or a change demand in respect of the Goods (as those terms are defined in the PPSA) without the Company's written consent; and

Given the company not less than 14 days prior written notice of any proposed change in the Applicant's name and/or any other change in its details (including, but not limited to, changes in address, facsimile number, trading name or business practice)

Not register or agree to register any financing statement granting security over the Goods without the prior express written authority of the Company.

(c) **Waiver:**

The Applicant waives its right to receive a verification statement in respect of any financing statement or financing change statement relating to the security interest.

(d) **Contracting out:**

The Applicant agrees that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these Terms and contract out of such sections.

To the maximum extent permitted by law the Applicant waives its right and contracts out of its right under the sections referred to in section 148 and 107(2)(a),(c) to (e) and (g) to (i) of the PPSA.

**STATEMENT BY APPLICANT(S) FOR COMMERCIAL CREDIT**

Please read carefully before signing. Where there is more than one Applicant, each Applicant must sign this Account Application Form.

I/We, on behalf of ....., hereby make application to open a credit account with your Company

It is understood that the statements contained in this application will be relied upon by Bunzl when considering this application and that the particulars set out in this application are true and correct in all aspects

I/We agree that all products and services provided to us by Bunzl will be provided to us on Bunzl's standard trading terms applying from time to time, as may be updated by Bunzl, with Bunzl's standard Trading Terms as at the date of this application from set out on pages 5-7

The undersigned acknowledge full responsibility for all debts owing to Bunzl and give my/our personal guarantee that all such debts will be paid in full.

I/We as the Applicant agree to Bunzl collecting and holding personal information about the applicant from any source considered appropriate, including from other credit providers, (whose names I/we may have provided or that may be named in a credit report) for the purposes of assessing my application for commercial credit, the administration and management of the applicants accounts with Bunzl, market research, marketing Bunzl's products and services, debt collection, and any other purpose relating to Bunzl's trading terms. The applicant authorizes Bunzl to; (a) disclose the applicants personal information to any person, and (b) transfer the applicant's personal information to another country, in connection with any of the purposes set out above. The applicant has a right of access to, and may request correction of, personal information held by Bunzl about the applicant in accordance with the Privacy Act 1993 (NZ) as may be amended or replaced.

I/We hereby declare that:

1. The Trading Terms as set out above have been read and agreed to.
2. The Applicant agrees to pay all accounts within 20 days from the end of the month the goods or services are invoiced.
3. I/We acknowledge the applicant is able to pay its debts as and when they fall due
4. I/We the undersigned have the authority to make this declaration on behalf of the Applicant:
5. The Applicant represents and warrants that those persons who complete the Account Application Form are duly authorised to do so.

1.	Signature:	Date:
	Print Name:	
	Title:	
2.	Signature:	Date:
	Print Name:	
	Title:	
3.	Signature:	Date:
	Print Name:	
	Title:	



**ANNEXURE B – CREDIT CARD PAYMENT AUTHORISATION**

INTRODUCTION

- This form can be used for the payment of your Bunzl account by credit card.
- Please refer to Terms and Conditions of Trade
- This form must be returned with the completed Account Application form

PAYMENT DETAILS

Card Type:    Visa                    Mastercard            Amex

Card Number:

Expiry Date:           Authority effective from date:

CCV:   Name    on card: .....

I hereby authorise Bunzl to charge the nominated card above for recurring charges on my Bunzl account no .....

These charges are to be made on a weekly / monthly basis (delete whichever is not applicable) for the full amount owing on the due date of the account nominated.

Name: .....Signature .....

Position: ..... Company Name:.....

Address: .....

Suburb: .....State: .....Postcode.....

Phone: .....Mobile: .....

***Bunzl is collecting this information to process your request to make payment by credit card. If you do not provide this information, Bunzl may be unable to process this request. If you provide information about another individual, please show that individual a copy of the Privacy Notice contained in this Application Form. More information about Bunzl's use and disclosure of information can be found at <http://www.bunzl.com.au/content/privacy-policy>.***

*Disclaimer: If you include information about your credit card on this payment slip Bunzl will not accept any responsibility for events arising from unauthorized access to the information you provide*