

Credit Account Application

ORIGINAL COPY TO BE COMPLETED AND RETURNED

Please complete all sections and read the Terms and Conditions of Trade overleaf.

RESTAURANT/TRADE NAME: DATE:

COMPANY LEGAL NAME:

CREDIT TERMS ARE STRICT WEEKLY UNLESS OTHERWISE ORGANISED BY JR WHOLESALE MANAGEMENT

ALL CUSTOMERS TO COMPLETE

Phone: Fax:

Mobile: Email:

BILLING ADDRESS: PHYSICAL ADDRESS:

.....

..... POSTCODE: POSTCODE:

COMMERCIAL CUSTOMERS ONLY

Company Number:

Requested Credit Limit: Date Established:

Contact 1: Contact 2:

Position: Position:

Phone: Phone:

DETAILS OF OWNER OR DIRECTORS

Full Name: Full Name:

Home Address: Home Address:

..... POSTCODE: POSTCODE:

Home Phone: Home Phone:

TRADE REFERENCES

Business Name 1: Business Name 2:

Address or A/C No: Address or A/C No:

Phone: Phone:

Fax: Fax:

I certify that the above information is true and correct and that I am authorised to make this application for credit. I authorise the use of my personal information as detailed in the Privacy Act clause overleaf. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf) of JR Developments Ltd T/A JR Wholesale Meats which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. ***I agree that if I am a director or a shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.***

SIGNED: SIGNED:

Name: Name:

Position: Position:

ID: DOB: ID: DOB:

Date: Date:

JR Wholesale Meats Limited.

PO Box 13559, Onehunga, AUCKLAND 1061 - Ph (09) 634 0597 - Fax (09) 634 7982

JR Wholesale Meats Limited – Terms & Conditions of Trade

1.	Definitions	8.	Customer's Disclaimer
1.1	"JR Meats" shall mean JR Developments Ltd T/A JR Wholesale Meats its successors and assigns or any person acting on behalf of and with the authority of JR Developments Ltd T/A JR Wholesale Meats.	8.1	The Customer hereby disclaims any right to rescind, or cancel any contract with JR Meats or to sue for damages or to claim restitution arising out of any misrepresentation made to the Customer by JR Meats and the Customer acknowledges that the Goods are bought relying solely upon the Customer's skill and judgment.
1.2	"Customer" shall mean the Customer (or any person acting on behalf of and with the authority of the Customer) as described on any quotation, work authorisation or other form as provided by JR Meats to the Customer.	9.	Defects
1.3	"Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Customer on a principal debtor basis.	9.1	The Customer shall inspect the Goods on delivery and shall within twenty four (24) hours of delivery (time being of the essence) notify JR Meats of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford JR Meats an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which JR Meats has agreed in writing that the Customer is entitled to reject, JR Meats' liability is limited to either (at JR Meats' discretion) replacing the Goods or repairing the Goods.
1.4	"Goods" shall mean Goods supplied by JR Meats to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and includes Goods described on any invoices, quotation, work authorisation or any other forms as provided by JR Meats to the Customer.	10.	Returns
1.5	"Services" shall mean all services supplied by JR Meats to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).	10.1	Returns will only be accepted provided that: (a) the Customer has complied with the provisions of clause 9.1; and (b) JR Meats has agreed in writing to accept the return of the Goods; and (c) the Goods are returned at the Customer's cost within forty eight (48) hours of the delivery date; and (d) JR Meats will not be liable for Goods which have not been stored or used in a proper manner; and (e) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
1.6	"Price" shall mean the price payable for the Goods as agreed between JR Meats and the Customer in accordance with clause 3 of this contract.	10.2	JR Meats may (in its discretion) accept the return of Goods for credit but this may incur a handling fee of ten percent (10%) of the value of the returned Goods plus any freight.
2.	Acceptance	11.	Warranty
2.1	Any instructions received by JR Meats from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by JR Meats shall constitute acceptance of the terms and conditions contained herein.	11.1	To the extent permitted by statute, no warranty is given by JR Meats as to the quality or suitability of the Goods for any purpose and any implied warranty, is expressly excluded. JR Meats shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.
2.2	Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.	12.	Consumer Guarantees Act 1993
2.3	Upon acceptance of these terms and conditions by the Customer the terms and conditions are binding and can only be amended with the written consent of JR Meats.	12.1	If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by JR Meats to the Customer.
2.4	The Customer shall give JR Meats not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer or any change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number, or business practice). The Customer shall be liable for any loss incurred by JR Meats as a result of the Customer's failure to comply with this clause.	13.	Default & Consequences Of Default
3.	Price And Payment	13.1	Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.
3.1	At JR Meats' sole discretion the Price shall be either: (a) as indicated on invoices provided by JR Meats to the Customer in respect of Goods supplied; or (b) JR Meats' quoted Price (subject to clause 3.2) which shall be binding upon JR Meats provided that the Customer shall accept JR Meats' quotation in writing within thirty (30) days.	13.2	If the Customer defaults in payment of any invoice when due, the Customer shall indemnify JR Meats from and against all costs and disbursements incurred by JR Meats in pursuing the debt including legal costs on a solicitor and own client basis and JR Meats' collection agency costs.
3.2	JR Meats reserves the right to change the Price in the event of a variation to JR Meats' quotation.	13.3	Without prejudice to any other remedies JR Meats may have, if at any time the Customer is in breach of any obligation (including those relating to payment), JR Meats may suspend or terminate the supply of Goods to the Customer and any of its other obligations under the terms and conditions. JR Meats will not be liable to the Customer for any loss or damage the Customer suffers because JR Meats has exercised its rights under this clause.
3.3	At JR Meats' sole discretion a deposit may be required.	13.4	If any account remains overdue after thirty (30) days then an amount of the greater of \$20.00 or 10.00% of the amount overdue (up to a maximum of \$200) shall be levied for administration fees which sum shall become immediately due and payable.
3.4	At JR Meats' sole discretion: (a) payment shall be due on delivery of the Goods; or (b) payment shall be due before delivery of the Goods; or (c) payment for approved Customers shall be made by instalments in accordance with JR Meats' payment schedule; or (d) payment for approved Customers shall be due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices.	13.5	Without prejudice to JR Meats' other remedies at law JR Meats shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to JR Meats shall, whether or not due for payment, become immediately payable in the event that: (a) any money payable to JR Meats becomes overdue, or in JR Meats' opinion the Customer will be unable to meet its payments as they fall due; or (b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer. (d) Payments by the customer shall be applied first in reduction of interest and costs due, and the balance in reduction of any other amounts due.
3.5	Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.	14.	Security And Charge
3.6	Payment will be made by cash, or by cheque, or by bank cheque, or electronic banking, or by direct credit, or by any other method as agreed to between the Customer and JR Meats.	14.1	Despite anything to the contrary contained herein or any other rights which JR Meats may have howsoever: (a) where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to JR Meats or JR Meats' nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Customer and/or the Guarantor acknowledge and agree that JR Meats (or JR Meats' nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met. (b) should JR Meats elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify JR Meats from and against all JR Meats' costs and disbursements including legal costs on a solicitor and own client basis. (c) the Customer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint JR Meats or JR Meats' nominee as the Customer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 14.1.
3.7	GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.	15.	Cancellation
4.	Delivery Of Goods	15.1	JR Meats may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice JR Meats shall repay to the Customer any sums paid in respect of the Price. JR Meats shall not be liable for any loss or damage whatever arising from such cancellation.
4.1	Delivery of the Goods shall take place when the Customer takes possession of the Goods at the Customer's nominated address (in the event that the Goods are delivered by JR Meats or JR Meats' nominated carrier).	15.2	In the event that the Customer cancels delivery of Goods the Customer shall be liable for any loss incurred by JR Meats (including, but not limited to, any loss of profits) up to the time of cancellation.
4.2	At JR Meats' sole discretion the costs of delivery are: (a) included in the Price; or (b) in addition to the Price.	16.	Privacy Act 1993
4.3	The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then JR Meats shall be entitled to charge a reasonable fee for redelivery.	16.1	The Customer and the Guarantor/s (if separate to the Customer) authorises JR Meats to: (a) collect, retain and use any information about the Customer, for the purpose of assessing the Customer's creditworthiness or marketing products and services to the Customer; and (b) disclose information about the Customer, whether collected by JR Meats from the Customer directly or obtained by JR Meats from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.
4.4	Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.	16.2	Where the Customer and/or Guarantors are an individual the authorities under clause 16.1 are authorities or consents for the purposes of the Privacy Act 1993.
4.5	JR Meats may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.	16.3	The Customer and/or Guarantors shall have the right to request JR Meats for a copy of the information about the Customer and/or Guarantors retained by JR Meats and the right to request JR Meats to correct any incorrect information about the Customer and/or Guarantors held by JR Meats.
4.6	The failure of JR Meats to deliver shall not entitle either party to treat this contract as repudiated.	17.	General
4.7	JR Meats shall not be liable for any loss or damage whatever due to failure by JR Meats to deliver the Goods (or any of them) promptly or at all.	17.1	If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
5.	Risk	17.2	These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
5.1	If JR Meats retains ownership of the Goods nonetheless, all risk for the Goods passes to the Customer on delivery.	17.3	JR Meats shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by JR Meats of these terms and conditions.
5.2	If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, JR Meats is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by JR Meats is sufficient evidence of JR Meats' rights to receive the insurance proceeds without the need for any person dealing with JR Meats to make further enquiries.	17.4	In the event of any breach of this contract by JR Meats the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Price of the Goods.
6.	Title	17.5	The Customer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Customer by JR Meats.
6.1	JR Meats and Customer agree that ownership of the Goods shall not pass until: (a) the Customer has paid JR Meats all amounts owing for the particular Goods; and (b) the Customer has met all other obligations due by the Customer to JR Meats in respect of all contracts between JR Meats and the Customer.	17.6	JR Meats may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
6.2	Receipt by JR Meats of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then JR Meats' ownership or rights in respect of the Goods shall continue.	17.7	JR Meats reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which JR Meats notifies the Customer of such change.
6.3	It is further agreed that: (a) where practicable the Goods shall be kept separate and identifiable until JR Meats shall have received payment and all other obligations of the Customer are met; and (b) until such time as ownership of the Goods shall pass from JR Meats to the Customer JR Meats may give notice in writing to the Customer to return the Goods or any of them to JR Meats. Upon such notice being given the rights of the Customer to obtain ownership or any other interest in the Goods shall cease; and (c) the Customer is only a bailee of the Goods and until such time as JR Meats has received payment in full for the Goods then the Customer shall hold any proceeds from the sale or disposal of the Goods on trust for JR Meats; and (d) until such time that ownership in the Goods passes to the Customer, if the Goods are converted into other products, the parties agree that JR Meats will be the owner of the end products; and (e) if the Customer fails to return the Goods to JR Meats then JR Meats or JR Meats' agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises where the Goods are situated as the invitee of the Customer and take possession of the Goods, and JR Meats will not be liable for any reasonable loss or damage suffered as a result of any action by JR Meats under this clause.	17.8	The provisions of the Contractual Remedies Act 1979 shall apply to this contract as if section 15(d) were omitted from the Contractual Remedies Act 1979.
7.	Personal Property Securities Act 1999 ("PPSA")	17.9	Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
7.1	Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that: (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and (b) a security interest being present on all after acquired property, including goods previously supplied by JR Meats to the Customer (if any) and all Goods that will be supplied in the future by JR Meats to the Customer.	17.10	The failure by JR Meats to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect JR Meats' right to subsequently enforce that provision.
7.2	The Customer undertakes to: (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which JR Meats may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register; (b) indemnify, and upon demand reimburse, JR Meats for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby; (c) not register a financing change statement or a change demand without the prior written consent of JR Meats; and (d) immediately advise JR Meats of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.		
7.3	JR Meats and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.		
7.4	The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.		
7.5	Unless otherwise agreed to in writing by JR Meats, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.		
7.6	The Customer shall unconditionally ratify any actions taken by JR Meats under clauses 7.1 to 7.5.		



JR Wholesale Meats Limited
PO Box 13559
Onehunga

Phone 09 634 0597
Fax 09 634 7982

Weekly Payment Options

- **Direct Debit:**

Request a form from us, fill it in and post it back to JR Wholesale Meats Ltd. It will then take up to 7 working days for the bank to activate.

Direct Debits are actioned every Friday/Monday for the previous week's purchases. We will post out a statement on Wednesday for the amounts that will be direct debited the following Friday/Monday. This gives you a week to contact us if you wish to discuss the amount etc.

- **Direct Credit:**

Our bank details are National Bank.

Account Number : **06-0241-0216152-00**

Fax remittance or email it to accounts@jrwholesale.co.nz.

Please ensure that you use your restaurant name as an identifier in the reference box for payments or alternatively put detail in the Code Reference and Particulars.

- **Cheque:**

Please make cheques out to JR Wholesale Meats Ltd and post cheques to JR Wholesale Meats Ltd, PO Box 13559, Onehunga, Auckland, 1061

- **Credit Card :**

Credit card payments can be accepted however the bank charge of 1.9% will be added to cover the cost of the transaction.

All credit card payments will be processed on the day of purchase.



Credit Card Authorization

ORIGINAL TO BE COMPLETED AND RETURNED

Please complete all sections and read the Terms and Conditions of Trade.

Customer Name: _____

Contact Person: _____

Contact Phone Number: _____

Name Appearing on Credit Card

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Credit Card Type

Visa

☐

Master Card

☐

American Express

☐

Please Note we do not accept Dinners Club.

Any other creditcards need to be checked with JR Wholesale Meats

Credit Card Number

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Credit Card Expiry Date

		/		
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I/we authorise JR Wholesale Meats Ltd until further notice in writing, to arrange payment of the following sums, by charging my/our credit card (details above) for our current or overdue account. The payments will debit monthly/weekly, with 7 days prior notice from JR Wholesale Meats Ltd and will include bank charges of 1.9%.

Authorised Signature of Credit Card Holder _____

Date: / /

It can take upto a week to load your credit card authority to your account. Please continue to pay via your current method until you receive a confirmation statement notifying you that the deduction has started

OFFICE USE ONLY

Received:

☐

Date: ____/____/____

Start Date

☐

Date: ____/____/____

Approved By: _____

JR Wholesale Meats Limited.

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Please be aware that all Bank charges for processing of credit card payments will be on charged unless previously agreed