Varelo Holdings Limited
3024b Great North Road
New Lynn, AUCKLAND 0600
Phone: +64 09 8278242
Email: accounts@herbandspicemill.co.nz
Website: www.herbandspicemill.co.nz

HERB & SPICE
fine foods

CREDIT ACCOUNT APPLICATION

To be completed & signed by Applicant - complete all sections & read the Terms of Trade attached.

BUSINESS DETAILS
Type - Tick One: ○Individual ○Sole Trader ○Trust ○Partnership ○Company ⊙Other (*provide details*)
Full or Legal Name:
Trading Name (*if different from above*)**:**
Nature of Business:
Postal Address:
Physical Address (*if different from above*)**:**
Email Address:
Phone: Landline: **Mobile:** **Freephone:**
Accountant (*business & individual name*)**:** **Phone:** **Email:**
Solicitor (*business & individual name*)**:** **Phone:** **Email:**
Bank/Branch:
NZBN Number: **Date Established (current owners):**

CLIENT/OWNERS DETAILS
Directors/Owners/Trustees (*if more than two attach on a separate sheet with details*)**:**
(1) Full Name: **Date of Birth:** **Private Address:** **Email Address:** **Phone Number: Mobile:** **Other Phone:**
(2) Full Name: **Date of Birth:** **Private Address:** **Email Address:** **Phone Number: Mobile:** **Other Phone:**

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BUSINESS CONTACT DETAILS
Purchasing/Ordering/Delivery Contact Name: **Job Title:** **Email:** **Mobile:** **Other Phone:**
Accounts Contact Name (*for invoicing/statements*)**:** **Job Title:** **Email:** **Mobile:** **Other Phone:** **Note - Invoicing is by email only** (*including monthly statements*)
If additional contacts are required, please list here with contact name, reason for contact, email address & mobile number:

TRADE REFERENCES *(three required)*

(No Banks & please provide Companies that are willing to do trade references)

(If you are a new business and/or have no trade referees to provide please contact us to discuss)

Business & Contact Name	Email	Mobile & Other Phone

DECLARATION

I/we certify that the above information is true & correct & that I/we are authorised to make this application for credit on behalf of the Applicant. In accordance with the Privacy Act (2020) I/we authorise any Person or Company to give information as may be required in response to credit queries.

I/we have read & understood the **Terms of Trade** attached (or available on the website at www.herbandspicemill.co.nz and https://www.herbandspicemill.co.nz/terms-conditions/) which form part of, and are intended to be read in conjunction with this Credit Account Application, & agree to be bound by these conditions. I/we acknowledge that the Terms of Trade may be updated at any time without notification, with the latest version being available at www.herbandspicemill.co.nz .

I/we understand that prior to credit being approved that an agreement to offer credit will be given once Valero Holdings Ltd are satisfied with the application completed & that the first 3 (three) orders are required to be paid proforma at a level of $400 minimum for each order excluding freight. Payment terms to approved Customers, are then strictly 20th of the month following the date of the invoice.

If the Applicant for credit is a Company I/we confirm that the Directors, as listed above (and on any attached form when there are more than 2(two), agree to be personally liable for any money owed to Valero Holdings Ltd (T/A Herb & Spice Fine Foods), which includes any outstanding invoices, any interest charged for overdue invoices, any debt collection fees applied if a debt is passed to a Debt Collection Agency, and/or any legal fees incurred in attempts to recover monies owed.

Signed:	**Date:**
Print Full Name:	**Position:**

Signed:	**Date:**
Print Full Name:	**Position:**

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TERMS OF TRADE

1. ENTIRE AGREEMENT

1.1 Set out below are the Terms of Trade ("the Terms and Conditions") for all goods purchased by you ("the Purchaser") from Valero Holdings Ltd (T/A "Herb and Spice Fine Foods") ("the Seller").

1.2 Application: Unless expressly altered or modified in writing by the Seller the Terms and Conditions apply to all sales of goods by the Seller to the Purchaser, and on acceptance of an order by the Seller the Terms and Conditions shall be deemed to be incorporated in, and form part of, the contract of sale.

1.3 The Seller agrees to supply, and the Purchaser agrees to purchase, on the terms set out in these Terms of Trade.

1.4 These Terms of Trade together with Herb and Spice Fine Foods order form, online ordering systems, or any order request received (as applicable) constitute the entire contract between the Seller and the Purchaser and cannot be altered or amended unless agreed in writing. The Seller will not be bound by any terms in the Purchasers correspondence or order documents unless agreed in writing. These Terms of Trade will apply to any account, which includes existing customer accounts, new customer accounts, customer accounts pending application, and any "cash" orders paid by cash, internet online banking, eftpos, and debit or credit card (as applicable).

2. PRICE

2.1 Unless otherwise specified all prices quoted are exclusive of GST and freight. The Purchaser will pay any freight, taxes and duties which may be applicable in addition to any prices quoted. Unless otherwise specified all prices quoted are in New Zealand Dollars (NZD).

2.2 The price for goods are the prices specified in the Seller's price list current at the time of the order, or any other agreed pricing given in writing by the Seller to the Purchaser.

2.3 The Seller may alter its price list from time to time with any alterations being effective from the date specified by the Seller and advised to Purchasers where possible through the Seller's website, emails, newsletters, and other marketing avenues.

2.4 Quotations given from the Seller to the Purchaser are open for acceptance for a period of 30 days from the date of the quotation, or such other period as the Seller specifies, unless earlier withdrawn by the Seller.

3. PAYMENT

3.1 Payment is due as per the account application completed by the Purchaser and agreed by the Seller.

3.2 For new Purchasers the first 3 (three) orders are required to be paid proforma at a level of $400 minimum for each order excluding freight.

3.3 For all approved Purchasers (once the above criteria are met), payment is due on the 20th of the month following the date of the invoice ("the due date"), unless specific terms have been agreed in writing between the Seller & Purchaser.

3.4 Payments can be made through online banking to Ollivers Holdings Ltd to the bank account shown on the invoice. Payments can also be made through the Seller's online payment provider "Stripe" which is subject to a 3% fee on the amount payable. Payments can be made over the phone or in person in the shop by eftpos or cash, with debit/credit card or paywave subject to a 3% fee on the amount payable.

3.5 All payments received shall be credited chronologically against invoices which are issued earlier in time regardless of whether the payment is stated to be for a later invoice.

3.6 The Seller may withdraw credit facilities to the Purchaser at any time without notice and retains the right to withhold deliveries while any account is overdue. The Seller reserves the right to stop supply and place the account on hold until the account is returned to the agreed trading terms, and the Seller agrees to recommence supply. The Seller may request that the Purchaser pay on a proforma basis if the Purchaser continually does not meet the agreed payment terms and it will be at the Seller's discretion as to when credit can be provided to the Purchaser into the future.

3.7 In the event that an account is not paid in full by the due date the Seller may charge the Purchaser interest on any overdue amount, calculated at 10% per month from the due date to the date the account is paid in full.

3.8 The Purchaser shall pay any expenses, debt recovery and/or legal costs (as between Solicitor and Client) incurred by the Seller relating to the recovery of any overdue account and/or enforcement or attempted enforcement of the Terms and Conditions.

4. DELIVERY

4.1 The Seller will, unless otherwise agreed, arrange delivery of the goods which may be by instalment, to the address specified in the Purchasers order. The Purchaser will be deemed to have accepted the goods upon delivery, whether signed for or not.

4.2 Any freight cost incurred by the Seller for delivery to the Purchasers address will be added to the invoice supplied to the Purchaser, and is payable by the Purchaser, unless written agreement has been made to discount or waive the freight charge.

4.3 The Seller will use all reasonable endeavours to fulfil orders which have been confirmed by the Seller but shall not be liable for any failure to deliver or delay in delivery, including for the failure or delay due to a Force Majeure event, or any circumstance outside the control of the Seller, including delays by courier providers.

5. ORDERS & RETURN OF GOODS

5.1 Orders placed by Purchasers will be processed within 2 (two) working days, or earlier, of receipt of the order to the Seller. Once processed the orders will be put out for delivery with receipt by the Purchaser being within 3 (three) days of leaving the Seller's warehouse. The Seller's delivery provider cannot guarantee overnight delivery. Deliveries to rural addresses cannot be guaranteed within the 3 (three) day delivery period. Delivery details are as set out in clause 4 (above) above.

5.2 No order placed with the Seller can be cancelled by the Purchaser without the Seller's written agreement. Any cancellation accepted by the Seller may be conditional on the Purchaser reimbursing the Seller for any cost of goods ordered by the Seller to satisfy the Purchasers original order.

5.3 Any goods ordered by the Purchaser that cannot be supplied at the time of the order, due to being on backorder, will be supplied as per the order received from the Purchaser once the goods become available to the Seller. If the Purchaser decides due to the delay in supplying the goods that the goods are no longer required, the Purchaser must advise the Seller in writing prior to the goods being dispatched.

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5.4 No goods shall be returned to the Seller without the Seller's prior written consent, and any agreement must be made within 4 (four) days of delivery. Where goods are returned and there has been no delivery error by the Seller, all costs associated with any return shall be the Purchasers responsibility. The Seller reserves the right to charge the Purchaser a handling fee for facilitating any such returns.

5.5 Any claims from the Purchaser for credits or resupply for damaged, short or incorrect goods, or goods that show obvious manufacturing defects or best before dates, must be made in writing (email) to the Seller within 4 (four) days of the goods being received at the Purchasers specified delivery address, quoting the invoice number. The Purchaser must not dispose of any part of goods where a credit, a refund, or a replacement is required, and may be required to return the goods to the Seller for consideration or given other instructions on what to do with the goods in question.

5.6 Where it is identified that damage occurred after risk in the goods passed to the Purchaser then the Seller shall have no liability for such claim.

5.7 Goods cannot be returned at any time where the Purchaser has been unable to sell the goods or no longer wish to stock for any reason. Special agreements in writing can be made at the Seller's discretion with the Purchaser to return goods, however any goods returned, other than any consideration as outlined in clause 5.5 above, may be offered a credit at a price deemed acceptable to the Seller to use for future purchases, but no refunds will be offered. Any credits offered under these circumstances may be at a reduced price and agreed in writing between the Seller and Purchaser.

6. RISK & TITLE

6.1 Risk in the goods passes to the Purchaser on delivery, but ownership will not pass until payment of the invoice has been made in full to the Seller.

6.2 Until ownership passes from the Seller to the Purchaser in accordance with the clause above (6.1) the Purchaser acknowledges and agrees that the goods are held by the Purchaser in a fiduciary capacity as bailee of the Seller. The Purchaser will store the goods in such a manner that they can be readily identified as the property of the Seller. If the goods are incorporated into any other property, ownership of the combined property will pass to the Seller. If the Purchaser sells the goods, including if the goods are incorporated into any other property, the Purchaser will receive and hold the proceeds of the sale in trust for the Seller and immediately account to the Seller for any overdue amount or otherwise pay the proceeds into a separate bank account.

6.3 The Purchaser consents to the Seller, its employees, and authorised agents, entering into or onto any premises where the Seller believes that goods supplied to the Purchaser are stored and taking possession of such goods by way of recovery of any overdue amount, without prejudice to any of the Seller's other remedies. If the value of goods recovered is less than the overdue amount, due to deterioration of the quality of the goods, the Purchaser will pay the Seller the total overdue amount less the market value of the goods determined by the Seller in its sole discretion.

6.4 The Purchaser agrees and acknowledges that the Seller's rights under clause 6.2 above constitute a security interest, and all goods supplied by the Seller to the Purchaser are pursuant to the Personal Property Securities Act 1999 ('the PPSA"), and the Purchaser agrees to the Seller registering its security interest in respect of all goods supplied by the Seller to the Purchaser, and the Purchaser shall supply the Seller with all necessary identifiers and other information to enable registration of the Seller's security interest under the PPSA.

7. LIABILITY/SUITABILITY OF GOODS

7.1 The Seller warrant that the goods supplied conform to the Product Specification. Any advice, information or recommendation provided by the Seller in relation to the goods is given in good faith but without any liability or responsibility on the part of the Seller.

7.2 The "best before" date is stated on the label attached to the packaging of the goods or the shelf life is recorded in the Product Specification. The Purchaser must ensure that the goods are used or sold by the "best before" date or expiry of the shelf life. No refunds will be given for any goods held by the Purchaser that are no longer required (subject to clause 5.7 above). The Purchaser must also ensure that all goods are stored in an environment so as not to affect the quality of the goods.

7.3 If the Purchaser is not a consumer as defined in the Consumer Guarantees Act ("CGA") or the Purchaser acquires or holds itself out as acquiring the goods for the purposes of a business, nothing in the CGA will apply to the supply of the goods. Nothing in these terms is intended to have the effect of contracting out of the provisions of the CGA where the CGA applies. Where the CGA applies, these terms are modified accordingly.

7.4 All warranties and guarantees, express or implied by law, statue or otherwise as to the quality or fitness for purpose of any of the goods are excluded to fullest extent permitted by law and no warranty, condition description, or representation, express or implied, is given by the Seller.

7.5 If the Seller is held liable to the Purchaser or any other person, the liability of the Seller shall not exceed the value of replacement goods in relation to which the liability has arisen and the Seller shall have no further liability or responsibility for any direct, indirect, or consequential loss, damage or expense whatsoever and howsoever arising from the supply of the goods and any related advice purported to be given by or on behalf of the Seller.

8. GENERAL

8.1 Privacy Act – the Purchaser authorises the Seller to provide any Agency with information collected by the Seller from the Purchaser to any third party in response to a credit enquiry made by the third party or for debt collection purposes. The Seller may obtain any information from any Agency about the Purchaser for credit assessment or debt collection purposes. The Seller will use information supplied by, or obtained about the Purchases for the purposes of assessing the Purchaser's credit application, trading history and trade practices, including any debt payment or recovery issues.

8.2 These Terms of Trade and the contract of sale into which they are incorporated are governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand courts.

8.3 If at any time the Seller does not enforce any of the provisions of these Terms of Trades or grants the Seller time or other indulgence, the Seller shall not be construed as having waived its rights under that provision or its rights to later enforce that provision.

8.4 The Purchaser warrants that none of its directors have been a director of a company placed in liquidation or administration or has been declared a bankrupt or entered into an arrangement under the Insolvency Act 2006.

8.5 The Seller may amend these Terms of Trade (including by introducing new Terms of Trade) by giving 7 (seven) days' notice in writing to the Purchaser.

8.6 Intellectual Property – if the Purchaser provides any artwork to the Seller in relation to any goods for the purpose of resale or promotion, the Purchaser is solely responsible for ensuring that the artwork does not infringe any intellectual property (including copyright and trademark) rights or other proprietary rights of any third party. The Purchaser warrants to the Seller that the artwork does not infringe on any Intellectual Property rights, and indemnifies the Seller against any loss, liability or cost suffered or incurred by the Seller arising from any breach by the Purchaser of this warranty.