



Ph 0800 466 889 NZ Ph 1800 466 889 AU
 196 Swanson Road, Henderson
 P O Box 21 086, Henderson, Auckland 0650, NZ
 sales@gonutz.co.nz www.gonutz.co.nz

Thank you for your interest in GONUTZ products, please choose the account type that suits you

- Trade Credit Account with 30 day DIRECT DEBIT**
 Payment discounts apply (Webshop pricing excluded) – please complete the details that follow and return the originals to GONUTZ as **banks do not accept copies**
- Trade Credit Charge through Account (Foodstuffs, Wholesale Distributors, Red Circle)**
 Please complete the details that follow including your store account number.
- Webshop www.gonutz.co.nz - With online payment discounts applied plus periodic promotional discounts**
 Payment options: Credit Card, Direct Credit or charge to Direct Debit trade account set up below. If choosing a Webshop account you can go directly to www.gonutz.co.nz, enter & save your details.
- Payment with order (no need to complete any account details other than name & delivery address)**

Direct Credits please to GONUTZ (New Zealand) ASB a/c 12-3039-0073008-00
 GONUTZ (Australia) CBA Sydney 06 2000 15021791

New Customer Account

To enable us to record your customer details correctly, please complete, sign and return this form to us. Any and all information will be kept confidential and used only for this purpose. By completing and returning this form you authorize us to make any necessary credit checks and discuss this account with any other party relevant to this business and agree to abide by our trading terms.

(please write clearly)

COMPANY NAME: _____

TRADING NAME: _____

Part of a Group (if applicable): _____ Store/Site Number: _____

DELIVERY Address: _____

_____ Post Code: _____

POSTAL Address (if different to above): _____ Post Code: _____

Full list of Owners/Directors:

_____ Address: _____

_____ Address: _____

_____ Address: _____

Business Phone: _____ Mobile: _____

Fax: _____ Sales contact: _____ Email: _____

Accounts contact name: _____

Email address for accounts (please print clearly): _____

IMPORTANT: TRADING REFERENCES (3 required):

1. _____ Phone: _____

2. _____ Phone: _____

3. _____ Phone: _____

GONUTZ Trading Terms & Conditions

If you are unable to make payment within the agreed terms, COD or a direct debit will be required for any future purchases

PAYMENT & DISCOUNTS

We offer a discount for payment upon delivery or strictly within 7 days of receipt. Our account number is printed on every invoice. We also offer a 30 day direct debit facility for your convenience. Customers choosing to pay their account by this method will be given the current prompt payment discount in addition to any other buying discounts.

QUALITY

We guarantee the quality of our products and will accept for credit refund or replacement of any goods found to be defective before their expiry date.

DAMAGED GOODS

All products should be inspected upon delivery and any **damaged products must be reported to GONUTZ within 24 hours** for replacement or credit. Products notified after this time, or broken after being shelved may not be accepted for replacement or credit.

90-DAY RETURN POLICY (Please initial this clause to confirm your understanding of this policy)

- We operate a "90 day Sale or Return" warranty whereby we will accept for credit, refund or replacement any goods returned to us in clean, unmarked and saleable condition within 90 days of purchase (see www.gonutz.co.nz for details).
- Offer excludes seasonal items, specially discounted goods or customised products
- Proof of purchase (i.e. invoice copy matching the expiry of the products) is required
- You agree that it is your responsibility to return any such goods at your cost to our Auckland warehouse within this timeframe
- We do not accept expired goods for return
- Overdue accounts will void this warranty

Please note: This is NOT a 'pay when sold' arrangement. All accounts are due for payment in the time specified.

CREDITS

Credits are calculated as the original amount paid after all discounts given at purchase. Any credits will be held against any future purchases unless a refund is requested in writing. Refunds will only be paid to the original account holder.

DISCOUNTS

Any and all discounts will be noted on our price list for the current period and are offered on the assumption that accounts are settled within the time agreed. Any other discounts are by special arrangement only and confirmed in writing by GONUTZ. The value of any returned goods will first be applied to any discounts given at time of purchase before reducing any amount due.

Overdue accounts will void any discount given at time of sale and the full invoice amount will become payable

FREIGHT

Please note that freight applies to orders - refer to the GONUTZ Product List & Order form. Deliveries classed as *rural* or *outer area* by our carrier may incur additional costs.

DISPLAYS & EQUIPMENT

GONUTZ may provide displays or other equipment free of charge and the customer agrees that this is for the exclusive use of products supplied by GONUTZ and that these items may be removed if misused. The customer also agrees to reimburse GONUTZ for the cost of any equipment that is not returned when requested.

CHANGE OF OWNERSHIP OR MANAGEMENT

By accepting this credit facility the customer agrees that any changes in ownership or responsibility for accounts will be notified in writing to GONUTZ otherwise full responsibility for payment remains with the undersigned.

RESERVATION OF TITLE

All goods supplied remain the property of GONUTZ until paid for in full and title to the goods is not to be encumbered or transferred without such payment. The undersigned customer authorizes GONUTZ to enter your premises and remove such goods (and any displays) in the event of default in payment.

I (the customer and/or the guarantor) will pay all accounts within the agreed time and acknowledge that no further supply will be made while accounts are overdue. I further **agree to pay a service charge of 5% monthly on any overdue account** and all costs incurred by GONUTZ in collection of unpaid accounts. A personal or Directors guarantee is required unless otherwise agreed by GONUTZ Foods

Agreed & Signed by the Customer:

By signing and accepting this credit facility you confirm that you are the person authorized for incurring any debts and agree to act as Guarantor of prompt payment. If you are unable to guarantee payment we are unable to guarantee supply.

Your Name: _____

Signed: _____

Position: _____

Date: _____

Witness to guarantee: _____

Conditions of Authority to Accept Direct Debits

1. The Initiator:

1.1 Will provide notice either:

- 1.1.1 In writing, or
- 1.1.2 by electronic mail where the Customer has provided prior written consent to the Initiator.

1.2 Has agreed to give advance notice of the net amount of each Direct Debit and the due date of the debiting at least 10 calendar days (but not more than 2 calendar months) before the date when the Direct Debit will be initiated.

i. The advance notice will include the following message:

“Unless advice to the contrary is received from you by (date*), the amount of \$..... will be directly debited to your Bank account on (initiating date*).”

*This date will be at least two (2) days prior to the initiating date to allow for the amendment of Direct Debits.

- b. May, upon the relationship which gave rise to this Instruction being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Instruction. Upon receipt of such notice the Bank may terminate this Instruction as to future payments by notice in writing to me/us.
- c. May rely on this authority to debit a different bank account upon receipt of instructions from the customer via a bank to which their account has been transferred.

2. The Customer may:

- 2.1 At any time, terminate this Instruction as to future payments by giving written (or by the means previously agreed in writing) notice of termination to the Bank and to the Initiator.
- 2.2 Stop payment of any Direct Debit to be initiated under this Instruction by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.

3. The Customer acknowledges that:

- 3.1 This Instruction will remain in full force and effect in respect of all Direct Debits made from my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this Instruction until actual notice of such event is received by the Bank.
- 3.2 In any event this Instruction is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- 3.3 Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this Instruction. Any other disputes lies between me/us and the Initiator.
- 3.4 Where the Bank has used reasonable care and skill in acting in accordance with this Instruction, the Bank accepts no responsibility or liability in respect of:
 - 3.4.1 the accuracy of information about Direct Debits on Bank statements; and
 - 3.4.2 any variations between notices given by the Initiator and the amounts of Direct Debits.
- 3.5 The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give notice in accordance with clause 1.1, nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

4. The Bank may:

- 4.1 In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other Instruction, cheque or draft properly signed by me/us and given to or drawn on the Bank.
- 4.2 At any time terminate this Instruction as to future payments by notice in writing to me/us.
- 4.3 Charge its current fees for this service in force from time-to-time.
- 4.4 Upon receipt of an “authority to transfer form” signed by me/us from a bank to which my/our account has been transferred, transfer to that bank this Authority to Accept Direct Debits.

5. All direct debit accounts are subject to GONUTZ terms of trade agreed separately.