

ICY INDULGENCE LTD

Unit 5, 10 Firth Street
Drury, Auckland, NZ
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CUSTOMER ACCOUNT APPLICATION

BUSINESS INFORMATION

Company Name (Legal Entity):

Trading as (if applicable):

Address:

Registered Company Address:

Sole Proprietorship: Partnership: Limited Company:

BUSINESS CONTACTS

Primary Contact:

Telephone:

Mobile:

Email:

Accounts Contact:

Telephone:

Mobile:

Email:

BUSINESS/TRADE REFERENCES

Company name 1:

Phone:

Mobile:

Email:

Company name 2:

Phone:

Mobile:

Email:

Company name 3:

Phone:

Mobile:

Email:

BUSINESS AUTHORISED SIGNATURE

Title:

Name:

Date:

Signed:

I have read the Terms of Trade of Icy Indulgence Ltd, and I am authorised to sign on behalf of the Customer as named in this application.

PERSONAL GUARANTEE

Title: Director/Shareholder (1)

Printed Name:

Date:

Signature:

Title: Director/Shareholder (2)

Printed Name:

Date:

Signature:

Witness:

Full Name of Witness (1):

Occupation:

Date:

Signature:

Full Name of Witness (2):

Occupation:

Date:

Signature:

Personal Guarantee:

(min. of 2 Directors or Shareholders if Customer is a Limited Company, unless there is only 1 Director/Shareholder)
In consideration of Icy Indulgence Ltd supplying and at my/our request agreeing to continue to supply products to the Customer named above, I/we, the persons named below, jointly and severally guarantee to Icy Indulgence Ltd the due and punctual payment of all monies payable by the Customer to Icy Indulgence Ltd from time to time and will pay Icy Indulgence Ltd those monies on demand. I/we will also be a principal debtor in respect of those monies. This guarantee will continue until expressly released by Icy Indulgence Ltd in writing. No other act or omission by Icy Indulgence Ltd that would otherwise limit or release this guarantee will have that effect. I/we have read and agree to the Terms of Trade in the Application to Trade and agree that the provisions of the Icy Indulgence Ltd Privacy Policy apply to me/us as if I/we were the Customer.

Application to Trade with Icy Indulgence Ltd

These terms of trade ("Terms") govern all supplies from Icy Indulgence Ltd to you (the Customer named in pg1 of the application).

1. Pricing

1.1 All prices for goods exclude Goods and Services Tax (GST). In addition to the price, you must pay GST on the supply at the rate applicable at the time of supply. Icy Indulgence Ltd will issue you with a GST invoice.

1.2. All prices and any additional delivery fees for the goods are as determined by Icy Indulgence Ltd from time to time. These prices and delivery fees are subject to change at any time without any notice.

1.3 The prices and delivery fees that apply will be set out in your invoice, receipt or other documentation provided by Icy Indulgence Ltd

2. Refunds and claims

2.1. Any claims concerning goods must be made within 24 hours of receipt of the goods for faulty goods, damaged goods or goods sent in error or the due date for delivery of missing goods. Invoice number/s and dates must be supplied as proof of purchase. Where Icy Indulgence Ltd accepts liability for damaged, faulty, or missing goods, Icy Indulgence Ltd' only liability is to either, at its option, resupply the goods to you or credit or refund you with all or part of the purchase price. Any refund or credit for the goods will only be applied once the goods have been returned to Icy Indulgence Ltd' possession. Any request for a credit must be approved by an authorised representative of Icy Indulgence Ltd before processed.

3. Payment Terms/Due Date – fortnightly from date of invoice

4. Time for payment of invoices

4.1. In the event that any invoice has not been paid in full by the due date, Icy Indulgence Ltd may at its option:

4.1.1. charge interest compounding monthly on the unpaid overdue balance at the default rate which Icy Indulgence Ltd may be charged by its lenders from time to time.

4.1.2. charge you costs it incurs (including collection costs and legal costs); and

4.1.3. suspend sale or delivery of further goods until the account is paid.

5. Events upon which immediate payment required

5.1. All amounts outstanding will become immediately due and owing and you will be in breach of these Terms if the information given in your application for credit is not correct and you have failed to correct this information within 5 days of Icy Indulgence Ltd' request, or if, in Icy Indulgence Ltd' opinion, there is a significant risk that you cannot or will become unable to pay your debts as they fall due including if you become insolvent, enter into a compromise with your creditors, commit any act of bankruptcy, or if a receiver, liquidator, administrator or statutory manager is appointed over any of your assets or undertakings.

6. Time that risk passes

6.1. Risk in any goods that Icy Indulgence Ltd supplies to you will pass to you on the earlier of actual receipt by you or delivery to the address for delivery specified by you.

7. Personal Property and Securities Act 1999 ("PPSA")

7.1. Legal and equitable ownership of all goods supplied by Icy Indulgence Ltd is retained Icy Indulgence Ltd until full payment is made by you of all the amounts you owe to Icy Indulgence Ltd. You acknowledge Icy Indulgence Ltd's' right to register a security interest under the PPSA. You further acknowledge that:

7.1.1. You will promptly execute any documents and do anything else required by Icy Indulgence Ltd to ensure that the security interest in the goods constitutes a perfected security interest.

7.1.2. Nothing in s114(1)(a), 133, and 134 of the PPSA, or your rights under the sections of the PPSA listed in section 107(2) of the PPSA, will apply to the goods or these Terms.

7.1.3. You waive your right to receive a copy of the verification statement confirming registration of a financing statement or a financing change statement relating to the security interest created by these Terms.

7.1.4. The goods will be stored in a way which allows the goods supplied or delivered at different times by Icy Indulgence Ltd to be identified with a particular delivery and/or invoice by Icy Indulgence Ltd.

6.1.5. Notwithstanding any appropriation by you, Icy Indulgence Ltd is entitled to apply for any payment you make as it sees fit.

8. Power of entry to recover goods

8.1. On request, you will give Icy Indulgence Ltd details of all premises where you hold the goods. Subject to any rights you have under the Credit (Repossession) Act 1997, where you are in breach of these Terms, Icy Indulgence Ltd may, without further notice, use reasonable force to enter any premises under your control to remove any goods which are the property of Icy Indulgence Ltd. You indemnify Icy Indulgence Ltd against all costs and claims in respect of its exercise of rights under this clause.

9. Personal Guarantee

9.1. If we have received a personal guarantee from you, it is agreed that you jointly and severally guarantee to Icy Indulgence Ltd the due and punctual payment of all monies payable by the Customer named in the Application to Trade which that Customer owes to Icy Indulgence Ltd from time to time and will pay Icy Indulgence Ltd those monies on demand.

10. Your Privacy

10.1. Your personal information will be collected, used, stored, and disclosed in accordance with the Icy Indulgence Ltd Privacy Policy

11. Obligation to maintain confidentiality and prevent fraud

11.1. You're pricing and any credit terms with Icy Indulgence Ltd is confidential and you must maintain that confidentiality.

12. Exclusions and limitation of liability

12.1. You warrant that all your purchases from Icy Indulgence Ltd are for the purposes of a business (including a company, club, institution, charity, or community group).

12.2. You acknowledge that, to the fullest extent permitted by the law:

12.2.1. All guarantees, warranties and conditions implied by the Consumer Guarantees Act 1993 or the Contract and Commercial Law Act 2017 or otherwise, are expressly excluded.

12.2.2. Subject to any mandatory labelling or other requirements, Icy Indulgence Ltd does not warrant that any goods it sells will meet any particular specifications or be fit for any particular purpose.

11.2.3. Any claims concerning goods must be made within 24 hours of receipt of the goods for damaged goods or the due date for delivery of missing goods. Invoice number/s and dates must be supplied as proof of purchase. Where Icy Indulgence Ltd accepts liability for damaged or missing goods, Icy Indulgence Ltd' only liability is to either, at its option, resupply the goods or refund all or part of the purchase price of the goods.

12.3. Icy Indulgence Ltd will not in any circumstances be liable for any indirect or consequential loss or damage nor for any loss of business, loss of production, property, profit, goodwill, or business opportunity or overheads however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of Icy Indulgence Ltd failure or omission to comply with its obligations, even if Icy Indulgence Ltd had been advised of the possibility of such damage or loss, and whether such claim is made in contract, tort or otherwise.

12.4. Subject to the rest of this clause and to the maximum extent permitted by law, Icy Indulgence Ltd' total liability to you under or in connection with the Terms is the total fees paid by you to Icy Indulgence Ltd in the 30 days prior to the relevant liability event.

13. Product recall

13.1. You must co-operate fully with Icy Indulgence Ltd if Icy Indulgence Ltd decides or is required to recall goods supplied to you.

14. Terms enforceable by Icy Indulgence Ltd

14.1. For the purpose of section 12 of the Contract and Commercial Law Act 2017, the provisions contained in this agreement that refer to Icy Indulgence Ltd constitute promises that are intended to confer a benefit on and be enforceable in the suit of Icy Indulgence Ltd

15. General Conditions

15.1. If any provision of these Terms is held to be invalid or unenforceable for any reason, the remaining provisions remain in full force.

15.2. Icy Indulgence Ltd may assign any of its rights under these Terms.

Initial/s_____