

WIRI FoodDirect ...

Diversity Foods Limited Postal Address: PO Box 97620, Manukau City, AUCKLAND 2241

Physical Address: 3 Diversey Lane, Wiri, MANUKAU 2025

Phone: 0800 46 2244

Email: joanna@diversityfoods.co.nz Web: www.diversityfoods.co.nz

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all s	sections and read the Terms and Conditions of Trade overleaf or attached.
Applicants to provide photo identification with Credit Accord	ount Application.

Customer's Details: ☐ Individual ☐ Sole Tra	ader □ Trust □ Partnership □ Company	☐ Other:			
Full or Legal Name:					
Trading Name: (If different from above)					
Delivery Address:			Postcode:		
Billing Address:	Postcode:				
Email Address:					
Phone No:	Fax No:	Mobile No:			
Contact (for order)	Name:	Mobile No:	Mobile No:		
Personal Details: (please complete if you are an Individual)					
Driver's Licence No:		Postcode:			
(Please attach a copy)					
Business Details: (please complete if you are a S	ole Trader, Trust, Partnership, Company or Other -	- as specified)			
Company Number:	Date Incorp. (current owners):				
Nature of Business:					
Paid Up Capital: \$	Estimated Monthly Purchases: \$	Credit Limit Required: \$			
Principal Place of Business is: ☐ Rented ☐ Ow	vned ☐ Mortgaged (to whom):	<u> </u>			
Directors / Owners / Trustee (if more than two, plea	ase attach a separate sheet)				
(1) Full Name:		D.O.B.			
Private Address:			Postcode:		
Driver's Licence No:	Phone No:	Mobile No:	•		
(Please attach a copy)					
(2) Full Name:		D.O.B.			
Private Address:			Postcode:		
Driver's Licence No:	Phone No:	Mobile No:			
(Please attach a copy)					
<u> </u>	pirect Debit payment only for 7 Days Accou				
Purchase Order Required? ☐ YES ☐ NO	Accounts to be emailed? ☐ YES ☐ NC)			
Accounts Email Address:					
Accounts Contact (for Payment):		Phone No:			
Bank and Branch:		Account No:			
Trade References: (please provide companies that	at are willing to do trade references)	1			
Name:	Address:	Phone / Fax / Email:			
1.					
2.					
3.					
I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Diversity Food Limited T/A Machi 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 authorise the use of my personal information as detailed in the Privacy Act clause therein.					
SIGNED (CUSTOMER):	SIGNED (CUSTOMER):	SIGNED (SELLER):	SIGNED (SELLER):		
Name:	Name:	Name:			
Position:					
Date:	Date: Date:				
OFFICE USE ONLY					

APPROVED BY

DATA INPUTTED

 DATE

Account / Ref. No.

CREDIT LIMIT

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Diversity Food Limited T/A Machi and its successors and assigns ("the Seller") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

("the Customer") [Insert Company Name In Box Provided]

- I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:
 GUARANTEE the due and punctual payment to the Seller of all monies which are now owing to the Seller by the Customer and all further sums of money from time to time owing to the Seller by the Customer in respect of goods and services supplied or to be supplied by the Seller to the Customer or any other liability of the Customer to the Seller, and the due observance and performance by the Customer of all its obligations contained or implied in any contract or agreement with the Seller, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to the Seller, the Guarantor will immediately on demand pay the relevant amount to the Seller. In consideration of the Seller agreeing to supply the goods and/or services to the Customer, the Guaranter charges all of its right, title and interest (joint or several) in any land, realty or other assets canable of being charged. the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged. owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under this Guarantee and Indemnity (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 1999 ("PPSA") and unequivocally consents to the Seller registering any interest so charged. Furthermore, it is agreed by both parties that where the Guarantor is acting in the capacity as a trustee for a trust, then the Guarantor agrees to charge all its right title and interest in any land realty, or other assets capable of being charged in its own capacity and in its capacity as trustee and shall be subject to the PPSA Registration as stated above. The Guarantor irrevocably appoints the Seller and each director of the Seller as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which the Seller may reasonably require to:
 - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; register any other document required to be registered by the PPSA or any other law; or
- (b) register any other document required to be registered by the PPSA or any other law; or
 (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
 2. HOLD HARMLESS AND INDEMNIFY the Seller on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, the Seller in connection with:
 (a) the supply of goods and/or services to the Customer; or
 (b) the recovery of monies owing to the Seller by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to the Seller's nominees' costs of collection and legal costs; or
 (c) monies paid by the Seller with the Customer's consent in settlement of a dispute that arises or results from a dispute between, the Seller, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by the Seller to the Customer.
 I/WE FURTHER ACKNOWLEDGE AND AGREE THAT
 I/We have received read and understood the Seller's Terms and Conditions prior to entering into this Guarantee and Indemnity and

- I/We have received, read, and understood the Seller's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.
- This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until all monies owing to the Seller by the Customer and all obligations herein have been fully paid satisfied and
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence, or neglect to sue on the Seller's part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligations to the Seller, each Guarantor shall be a principal debtor and liable to the Seller accordingly.
- The liability under this Guarantee and Indemnity shall not be discharged, abrogated, prejudiced, or affected by:
- The liability under this Guarantee and Indemnity shall not be discharged, abrogated, prejudiced, or affected by:

 (a) any alteration, modification, variation or addition to any contract or agreement in respect of the supply of goods and/or services;
 (b) the liquidation, receivership, administration, bankruptcy, dissolution, compromise or scheme of arrangement in respect of the Customer;
 (b) any other act, omission, or event which, but for this provision, might operate to discharge, impair, or otherwise affect any obligations under this Guarantee and Indemnity of any of the rights, powers or remedies conferred by this Guarantee and Indemnity or by law.

 The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean, and refer to each of them individually and all of them together unless the context otherwise requires, the obligations and agreements on the part of the Guarantor, shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable) contained in this Guarantee and Indemnity shall bind them jointly and severally.

 I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to the Seller.

 I/we irrevocably authorise the Seller to obtain from any person or company any information which the Seller may require for credit reference purposes. I/We further irrevocably authorise the Seller to provide to any third party, in response to credit references and enquiries about me/us or
- purposes. I/We further irrevocably authorise the Seller to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Seller as a result of this Guarantee and Indemnity being actioned by the Seller.

 The above information is to be used by the Seller for all purposes in connection with the Seller considering this Guarantee and Indemnity and the
- subsequent enforcement of the same.

For and on behalf of the Customer I/We confirm I/We have read, understood, and accept the terms of this Guarantee and Indemnity, and I/We agree to be bound by this Guarantee and Indemnity.

FULL NAME:
HOME ADDRESS:
DATE OF BIRTH:
SIGNATURE OF WITNESS:
NAME OF WITNESS:
OCCUPATION:
PRESENT ADDRESS:
EXECUTED as a Deed this day of 20

GUARANTOR-2 SIGNED:
FULL NAME:
HOME ADDRESS:
DATE OF BIRTH:
SIGNATURE OF WITNESS:
NAME OF WITNESS:
OCCUPATION:
PRESENT ADDRESS:
EXECUTED as a Deed this day of 20

Note: 1. If the Customer is a proprietary limited company, the Guarantor(s) must be the director(s) of the company.

- 2. If the Customer is a limited partnership, the Guarantor(s) must be the general partners
- 3. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
- 4. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

Diversity Food Limited T/A Machi – Terms & Conditions of Trade					
1. 1.1	Definitions "Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be	7.4	Goods as agreed solely due to any action or inaction of the Customer, then the Seller shall be entitled to charge a reasonable fee for redelivery and/or storage. The Customer shall ensure that the Seller has clear and free access to the delivery		amounts owing to the Seller shall, whether or not due for payment, become immediately payable if: (a) any money payable to the Seller becomes overdue, or in the Seller's opinion
1.2	supplemental to this Contract. "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific		site at all times to enable them to deliver the Goods. The Seller shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways, and concreted or paved or grassed areas) unless due to the negligence		the Customer will be unable to make a payment when it falls due: (b) the Customer has exceeded any applicable credit limit provided by the Seller:
	to a particular client and website, and can be accessed either by the web server or	8.	of the Seller.		 (c) 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
	the client's computer. If the Customer does not wish to allow Cóokies to operate in the background when using the Seller's website, then the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.	8.1 8.2	Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery of the If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Customer, the Selfer is entitled to receive all insurance the Selfer's sufficient evidence of the Selfers rights to receive the insurance proceeds without the need for any person dealing with the Selfer to make further enoughts.		 a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
1.3	provided on the website, prior to making enquiries via the website. "Customer" means the person's, entitles or any person acting on behalf of and with the authority of the Customer requesting the Seller to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:		ownership passing to the Customer, the Seller is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Seller is sufficient avidance of the Seller's rights to receive the insurance	16. 16.1	The Customer and the Seller shall comply with the provisions of all statutes.
	 (a) if there is more than one Customer, is a reference to each Customer jointly and severally: and 		proceeds without the need for any person dealing with the Seller to make further enquiries.	16.2	applicable to the handling and storing of the Goods. The Seller warrants that Goods manufactured on its registered premises, and
	(b) if the Customer is a partnership, it shall bind each partner jointly and severally, and(c) if the Customer is a part of a Trust, shall be bound in their capacity as a		If the Customer requests the Seller to leave Goods outside the Seller's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.		supplied to Customers, shall meet all safety regulations and standards as defined by the Hazard Analysis and Critical Control Points (HACCP), Food Safety Programme, and are eminently suitable for public consumption and thereby compliant with the
	trustee; and	8.4	be left at the Customer's sole risk. Where the Seller gives advice or recommendations to the Customer, or the Customer's agent, with specific instructions regarding the use and storage of the Goods, and Stoch advice or recommendations are not acted upon, then the Seller shall not be liable in any way whatsoever for any damages or losses that occur after delivery of the Goods, and stiftly to ensure that none the Goods have been delivered to the Goods are sixtly to ensure that none the Goods have been delivered between 0° -4° of firesh and at 18°C if frozen. The Seller shall not be liable in any way whatsoever for any damages or losses to the Goods where the Customer falls to adhere to this clause.	16.3	regulations and bylaws of government, local and other public authorities that may be applicable to the handling and storing of the Goods. The Seller warrants that Goods manufactured on its registered premises, and supplied to Customers, shall meet all seller yrequidences and sandards as defined by the Hazard Analysis and Critical Control Points (HACCP). Food Safety Programme, Australia New Zealand Food Standards Code. The Seller has a product safety and product recall procedures in place which will conform to the requirements of all laws and the recommendations of the Australia and New Zealand Food Standards Code. The Seller has a product safety and product recall procedures in place which will conform to the requirements of all laws and the recommendations of the Australia and New Zealand Food Authority. Any alleged claims of contamination, accidental inclusion or food borne illnesses must be reported to the Seller's management in willing as soon as reasonable and have the lems lested by an independent laboratory before any public claims, statements or dissemination of information in any format including social media.
1.4	(a) includes the Customer's executors, administrators, successors and Goods means all Goods or Services supplied by the Seller to the Customer at the Customer's request from time to time (where the context so permits the terms Goods or Services shall be interchangeable for the other). Pricer means the Price payable (plus any Goods and Services Tax ("GST") where applicable) for the Goods as agreed between the Seller and the Customer in accordance with clause 6 below.		shall not be liable in any way whatsoever for any damages or losses that occur after delivery of the Goods.	16.4	and New Zealand Food Authority. Any alleged claims of contamination, accidental inclusion or food borne illnesses
1.5	"Goods' or "Services' shall be interchangeable for the other). "Price" means the Price payable (plus any Goods and Services Tax ("GST") where applicable) for the Goods as agreed between the Seller and the Customer in	8.5	It is the Customer's responsibility to ensure that once the Goods have been delivered that the Goods are stored between 0°-4°C if fresh and at -18°C if frozen. The Seller shall not be liable in any way whatsoever for any damages or losses to the Goods.		must be reported to the Seller's management in writing as soon as reasonable practicable. The Seller reserves the right to inspect any items attributed to the claim and have the items tested by an independent laboratory before any public claims.
1.6	Seller means biversity Food Limited 1/A Machi, its successors and assigns.		where the Customer fails to adhere to this clause. Title	17 . 17.1	statements or dissemination of information in any format including social media.
2. 2.1	Acceptance The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts Delivery of the Goods. In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of his Contract shall grevall. The production of the Contract shall grevall. The production of the Contract shall grevall the production of the Contract may only be appeared in the contract of both parties.	9.1	Intel Intel Selfor and the Customer agree that ownership of the Goods shall not pass until: (i) the Selfor and the Selfor all amounts owing to the Selfor and (ii) the Customer has net all of its other obligations to the Selfor. The Selfor any form of payment other than cash shall not be deemed to be payment until that form of payment other than cash shall not be deemed to be payment until that form of payment of Goods passes to the Customer in accordance with clause 9.1: (a) the Customer is only a ballee of the Goods passes to the Customer in accordance with clause 9.1:	17.1	California of the Customer Single of the Customer is in treach of any other remedies the Seller may have, if at any time the Customer is in treach of any obligation (including those relating to payment) under these terms and conditions the Seller may suspend or terminate the supply of Goods to the Customer. The Seller will not be liable to the Customer for any loss or damage the Customer suffers because the Seller has exercised its rights under this
2.2	for of accepts Delivery of the Goods. In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into the	9.2 9.3	Receipt by the Seller 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. It is further agreed that until ownership of the Goods passes to the Customer in		Goods to the Customer. The Seller will not be liable to the Customer for any loss or damage the Customer suffers because the Seller has exercised its rights under this clause.
2.3	terms of this Contract shall prevail. Any amendment to the terms and conditions contained in this Contract may only be	7.5	accordance with clause 9.1: (a) the Customer is only a bailee of the Goods and must return the Goods to the	17.2	The Seller 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
2.4	amended in writing by the consent of both parties. The Customer acknowledges and accepts that: (a) the supply of Goods on credit shall not take effect until the Customer has		Seller on request: (b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for the Seller and must pay to the Seller the proceeds of any insurance		writer notice to the customer. Or giving such notice the seller shall repay to the Customer any money paid by the Customer for the Goods. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.
	amentee in willing by the custed to both parties. The Customer acknowledges and accepts that: (a) the supply of Goods on credit shall not take effect until the Customer has completed a credit application with the Seller and it has been approved with a credit limit established for the account: (b) in the event that the supply of Goods requested exceeds the Customer's credit limit and/or the account exceeds the payment terms, the Seller		in the event of the Goods being lost, damaged or destroyed: (c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market	17.3	damage the Customer suffers because the Seller has exercised its rights under this Cause- letter and a proper pro
	credit limit and/or the account exceeds the payment terms, the Seller reserves the right to refuse Delivery; and		Seller on request. Seller on request. In the Customer's insurance of the Goods on trust for the Seller and must pay to the Seller the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed. Commercial the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer sells, disposes or parts with possession of the Goods then the Customer sells, disposes or parts with possession of the Goods then the Customer the proceeds to the Seller and must for the Seller and the state of the Seller and the seller of the Seller and the seller	17.4	
	clear milit darbid and account excess are payment reason, are Seiner reserves the right to refuse Delivery, and re Seiner reserves the right to refuse Delivery, and reson, Goods are not or cease to be available, the Seller reserves the right to vary the Trice with alternative Goods as per clause 6.2. The Seller also reserves the right to half believer until such time as the Seller and the		(d) the Customer should not convert or proceeds to the Senier on demand; the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the	18. 18.1	an order has been placed. Privacy Policy All, emails, documents, images or other recorded information held or used by the
2.5	reserves the right to halt Delivery until such time as the Seller and the Customer agree to such changes. Flectronic signatures shall be deemed to be accepted by either party providing that		resulting product on trust for the benefit of the Seller and must sell, dispose of or return the resulting product to the Seller as it so directs; (e) the Customer irrevocably authorises the Seller to enter any premises where the Seller believes the Goods are kept and recover possession of the		All emails, documents, images or other recorded information held or used by the Seller is 'Personal Information' as defined and referred to in clause 18.3 and the handling use disclosure and processing of Personal Information pursuant to the handling use disclosure and processing of Personal Information pursuant to
	Customer agree to such changes. Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in		Goods:		the Privacy Act 2020 ('the Act') including Part II of the OECD Guidelines as set out in the Act. The Seller acknowledges that in the event it becomes aware of any data
3 . 3.1	that Act. Errors and Omissions The Customer acknowledges and accepts that the Seller shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):		the Seller may recover possession of any Goods in transit whether or not Delivery has occurred; the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain		interestic consistence of continental. The Sealer acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal information pursuant to the Phrivacy Act 2020 (the Act*) including Part II of the OECD Guidelines as set out in the Act. The Selfer acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Customer's Personal Information, held by the Selfer that may result in serious harm to the Customer, the Selfer will notify the Customer in accordance with the Act. Any release of such Personal Information work but in accordance with the Act and prett be accordanc
	(a) resulting from an inadvertent mistake made by the Seller in the formation and/or administration of this Contract; and/or		the property of the Seller: and	18.2	
2.2	 (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by the Seller in respect of the Services. 	40	sold notwithsfanding that ownership of the Goods has not passed to the	10.2	written consent, unless subject to an operation of law. Notwithstanding clause 18.1, privacy limitations will extend to the Seller in respect of Cookies where the Customer utilises the Seller's website to make enquiries. The Seller agrees to display reference to such Cookies and/or similar tracking
3.2	In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or wilful misconduct of the Seller; the Customer shall not be entitled to treat this Contract as repudiated nor render it	10. 10.1	Personal Property Securities Act 1999 ("PPSA") Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:		Senia ajtects for dispary Federletz in 5 south Cookies and/or similar liability technologies, such as pixels and web becomes (if applicable), such technology allows the collection of Personal Information such as the Customer's. (b) Praddices, browser, email client lipse and other similar details; tracking websel usage and traffic; and the such information of the collection of the collec
4 . 4.1			(a) these terms and conditions constitute a security agreement for the purposes		 (b) tracking website usage and traffic; and reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may collect and review that information ('collectively
7.1	Invalid. Change in Control The Customer shall give the Seller not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address and contact phone or fax numbers', change of trustees or business practice). The Customer shall be liable for any loss incurred by the Seller as a result of the Customer's failure to comply with this clause. Ordering via the Mobile App The Customer acknowledges and agrees that:		and that will be supplied in the future by the Seller to the Customer, and the		Personal Information") If the Customer consents to the Seller's use of Cookies on the Seller's website and
	Customer's name, address and contact phone or tax number/s, change of trustees or business practice). The Customer shall be liable for any loss incurred by the Seller as a result of the Customer's failure to comply with this clause.	10.2	invoices rendered from time to time.		later wishes to withdraw that consent, the Customer may manage and control the Seller's privacy controls via the Customer's web browser, including removing Cookies by deleting them from the browser history when exiting the site.
5. 5.1	(a) the Colleg door not guarantee the mobile application's ("Mobile App")		The Lustomer undertaxes for: (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 the Selier may reasonably require to register a financing statement or the Personal Property Securities Register informative, and upon demand erimitures; the Selier for all expenses incurred in adjustments of financing change statement on the control Property Securities Register or releasing any Goods charged therefore the Property Securities Register or releasing any Goods charged the property Securities Register or releasing any Goods charged the property Securities Register or releasing any Goods charged the property Securities Register or releasing any Goods charged the property Securities Register or releasing any Goods charged the security of the secur	18.3	The Customer authorises the Seller or the Seller's agent to: (a) access, collect, retain and use any information about the Customer; (b) including name address D.O.R. occuration disjorts license details.
	(b) display on the Mobile App does not guarantee the availability of any		(b) indemnify, and upon demand reimburse, the Seller for all expenses incurred in registering a financing statement or financing change statement on the		electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where
	particular Goods; Ineretore, all orders placed through the Mobile App shall be subject to confirmation of acceptance by the Seller; (c) ordering via the Mobile App may be unavailable from time to time for		thereby; (c) not register, or permit to be registered, a financing statement or a financing		applicable), previous credit applications, credit instory or any overdue fines balance information held by the Ministry of Justice for the purpose of assessing the Customer's creditworthiness; or
	regularly scheduled maintenance and/or upgrades; there are inherent hazards in electronic distribution, and as such the Seller		change statement in relation to the Goods or the proceeds of such Goods in favour of a third party without the prior written consent of the Seller; and improved the seller of a seller of any material, change in its hydroges.		(ii) for the purpose of marketing products and services to the Customer. disclose information about the Customer, whether collected by the Seller from the Customer disclose of the customer with the customer of the custome
	Customer and the Seller including orders, and you agree that to the maximum extent permitted by law, the Seller will not be liable for any losses.		practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.		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
	performance: b) display on the Mobile App does not guarantee the availability of any particular Goods; therefore, all orders placed through the Mobile App shall be subject to confirmation of acceptance by the Seller: (c) ordering via the Mobile App may be unavailable from time to time for regularly scheduled mainteniance and/or upgrades. (d) there are inherent hazard electronic distributions and as such the Seller industribution of acceptance and the Seller in resmitting data between the maximum extent permitted by law, the Seller will not be lable for any losses which the Customer suffers as a result of ordering via the Mobile App not being available or for delays or errors in transmitting orders; when making a transaction through the Mobile App not being available or for delays or errors in transmitting orders; when making a transaction through the Mobile App (section Section S	10.3 10.4	Personal Property Securities Register or releasing any Goods charged hereby; (c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods or the proceeds of such Goods in favour of a third party without the prior written consent of the Seller; and immediately advise the Seller of any material change in its business practices of selling the Goods which would result in a change in the nature of the Seller of any the Seller of	18.4	(c) reports are available to the Seller when the Seller sends an email to the Customers, so the Seller may collect and review that information (collective) Personal Information? If the Customer consents to the Seller's use of Cookies on the Seller's website and later wishes to withdraw that consent, the Customers was manage, and control the Seller's privacy, controls via the Customers web browser, including removing. The Customers web thoresen, including removing the site. The Customer authorises the Seller or the Seller's agent flor. (a) access, collect, retain and use any information about the Customer including, name, address, D.O.B. occupation, driver's license details, electronic contact (email, Facebook or l'mitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history or any overdue fines balance information held by the Ministry of Justice for the purpose of assessing the Customer's credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, whether collection or notifying a default by the Customer. Where the Customer is an individual the authorities under clause 18.3 are authorities or consents for the purposes of the Privacy Act 2020. The Seller will destroy Personal Information about the Customer relained by the Seller and the right to request by the Seller and the right to request the westella content and processes of the Privacy Act 2020. The Seller will destroy Personal Information about the Customer relained by the Seller and the right to request the westella provider or any incorred Personal Information about the Customer relained by the Seller and the right to request the post of the privacy Act 2020. The Customer is not longer required unless it is required to the maintained and/or stored in accordance with the law.
	information will pass through a secure server using SSL (secure sockets layer) encryption technology or any other similar technology as disclosed by the Seller and/or displayed on the Mobile Ann. The encryption process	10.5	126, 127, 129, and 131 of the PPSA. Unless otherwise agreed to in writing by the Seller, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.	18.5	The Customer shall have the right to request (by e-fnail) from the Seller, a copy of the Personal Information about the Customer retained by the Seller and the right to request that the Seller correct any incorrect Personal Information.
	ensures that the Customer's information cannot be read by or altered by outside influences; and	10.6 10.7	The Customer shall unconditionally ratify any actions taken by the Seller under	18.6	The Seller will destroy Personal Information upon the Customer's request (by e- mail) or if it is no longer required unless it is required in order to fulfil the obligations
	(f) if the Customer is not the cardholder for any credit card being used to pay for the Goods, the Seller shall be entitled to reasonably assume that the Client has received permission from the cardholder for use of the credit card	10.7	Subject to any express provisions to the contrary (including those contained in this clause 10), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.	18.7	law. The Customer can make a privacy complaint by contacting the Seller via e-mail. The
5.2	for the transaction. The Seller reserves the right to terminate the Customer's order if it learns that you have provided false or misleading information, interfered with other users or the	11. 11.1			Seller will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within twenty (20) days of receipt of the complaint. In the event that the Customer is not satisfied with the
6 . 6.1	administration of the Seller's business, or violated these terms and conditions. Price and Payment		To consideration of the Seller agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, and the Customer grants a security interest in all of its present and after-control deposited processes.	10	receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Privacy Commissioner at http://www.privacy.org.nz. Service of Notices
0.1	At the Seller's sole discretion the Price shall be either: as indicated on any invoice provided by the Seller to the Customer or (b) the Price as at the date of delivery of the Goods according to the Seller's		acquired property, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money). The terms of the charge and security interest are the terms of Memorandum 2018/4344 registered pursuant to s.209 of the Land Transfer Act	19.1	Any written notice given under this Contract shall be deemed to have been given and received:
	current price list; or (c) the Seller's quoted Price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of seven (7) days.	11.2	Memorandum 20184344 registered pursuant to \$209 of the Land Transfer Act 2017. The Customer indemnifies the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis incurred in		(a) by handing the notice to the other party, in person; (b) by leaving it at the address of the other party as stated in this Contract; (c) by sending it by registered post to the address of the other party as stated in
6.2	The Seller reserves the right to change the Price: (a) if a variation to the Goods which are to be supplied is requested; or (b) if a variation to the Services originally scheduled (including any applicable	11 3	disbursements including legal costs on a solicitor and own client basis incurred in exercising the Seller's rights under this clause. The Customer irrevocably appoints the Seller and each director of the Seller as the		this Contract (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
	plans or specifications) is requested; or (c) where additional Services are required due to the discovery of hidden or	11.5	Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 11 including, but not limited to, signing any document	19.2	 (e) if sent by email to the other party's last known email address. Any notice that is posted shall be deemed to have been served, unless the contrary.
	unidentifiable difficulties (including) but not limited to, delays from third party suppliers) which are only discovered on commencement of the Services; or (d) in the event of increases to the Seller in the cost of labour or materials	12 . 12.1	on the Customer's behalf. Defects The Customer shall inspect the Goods on Delivery and shall within twenty-four (24) hours of Delivery (time being of the essence) notify the Seller of any alleged defect,	20.	is shown, at the time when by the ordinary course of post, the notice would have been delivered. Trusts
	(including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges) which are beyond the Seller's		hours of Delivery (time being of the essence) notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following Delivery if the Customer believes the Goods are defective	20. 20.1	If the Customer at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not the Seller may have notice of the Trust, the Customer covenants with the Seller as follows:
6.3	control. Variations will be charged for on the basis of the Seller's quotation, and will be detailed in writing, and shown as variations on the Seller's invoice. The Customer				 the Contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust fund;
	shall be required to respond to any variation submitted by the Seller within ten (10) working days. Failure to do so will entitle the Seller to add the cost of the variation to		presumed to be free from any defect or damage. For defective Goods, which the Seller has agreed in writing that the Customer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing		 the Customer has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the
6.4	the Price. Payment for all variations must be made in full at the time of their	12.2	the Goods. Goods will not be accepted for return other than in accordance with 12.1 above, and provided that:		exclude or take away the right of indemnity of the Customer against the Trust or the trust fund. The Customer will not release the right of indemnity or commit any treach of trust or be a party to any other action which might prejudice that right of indemnity;
6.4 6.5	At the Seller's sole discretion a non-refundable deposit may be required. Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date's determined by the Seller, which may be: (a) no referre Delivery of the Goods.		(a) the Seller has agreed in writing to accept the return of the Goods; and the Goods are returned at the Customer's cost within twent- four (24) hours of the Delivery date; and		 (c) the Customer will not without consent in writing of the Seller (the Seller will not unreasonably withhold consent), cause, permit, or suffer to happen any
	(b) by way of instalments/progress payments in accordance with the Seller's navment schedule:		(c) the Seller will not be liable for Goods which have not been stored or used in		of the following events: (i) the removal, replacement or retirement of the Customer as trustee of the Trust:
	 for certain approved Customers, 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; 		(d) a poper interest, and the Condition in which they were delivered and with all packaging material, brochures and instruction material in as new Soundition as is reasonably possible in the circumstances. The Seller may (in it siscretion) accept the return of Goods for credit but this may incur a handling lee of twenty five percent (25%) of the value of the returned Goods.		(ii) any alteration to or variation of the terms of the Trust; (iii) any advancement or distribution of capital of the Trust; or (iv) any resettlement of the trust property.
	(d) the date specified on any invoice or other form as being the date for payment; or		The Seller may (in its discretion) accept the return of Goods for credit but this may incur a handling fee of twenty five percent (25%) of the value of the returned Goods plus any freight.	21 . 21.1	
6.6	(e) payments: 01 The date which is seven (7) days following the date which is seven (7) days following the date of any invoice given to the Customer by the Seller. Payment may be made by cash, electronicon-line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Customer and the Seller.	12.4	Subject to clause 12.1, non-stocklist items or Goods made to the Customer's specifications are not acceptable for credit or return. Consumer Guarantees Act 1993		The failure by either party to enforce any provision of these terms and conditions shall not be freated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. 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.
6.7	per ivansaction may appry), or by any other method as agreed to between the Customer and the Seller. The Seller may in its discretion allocate any payment received from the Customer.	13 . 13.1	Consumer Guarantees Act 1993 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 ("CGA") do not apply to the supply of Goods by the Seller to the Customer.	21.2	
	Custoffine and the seller. The Seller may in its discretion allocate any payment received from the Customer towards any invoice that the Seller determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer the Seller may re-allocate any payments previously received and aflocated. In the absence of any payment allocation by the Seller, payment will be deemed to be allocated in such manner as preserves the maximum value of the Seller's Purchase Money Security Interest (as refined in the PSAs) in the Goods.	14 . 14.1	("CGA") do not apply to the supply of Goods by the Seller to the Customer. Intellectual Property Where the Seller has designed, drawn or developed Goods for the Customer, then	21.3	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 Manukau Courts of New Zealand. Subject to the CGA the Seller shall be under no liability whatsoever to the
	allocation by the Seller, payment will be deemed to be allocated in such manner as preserves the maximum the Court of the Seller's Purchase Money Security Interest (as defeed in the DDSA) in the Court of the Seller's Purchase Money Security Interest (as		Tellectual Property Where the Seller has designed, drawn or developed Goods for the Customer. Intellectual Property Where the Seller has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of the Seller. Under no circumstances may such designs, drawings and documents be useful without the express written annoval of the Seller.		Subject to the CGA, the Seller shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Seller of these terms and conditions (alternatively the Seller's liability shall be limited to damages
6.8	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 the Seller not to withhold	14.2	to the 3-electric for to discussion less may such the suits, a daming a unit obtained. The Customer warrants that all destines, specifications or instructions given to the Seller will not cause the Seller to liftringe any petern, registered design or trademark in the secution of the Customer's order and the Customer agrees to indemnify the secution of the Customer's order and the Customer agrees to indemnify the secution of the Customer's order and the Customer agrees to indemnify the secution of the Seller in respect of any such indiponently action taken by a third party against the Seller in respect of any such indiponently.	21.4	terms and conditions (alternatively the Seller's lability shall be limited to damages which under no circumstances shall exceed the Price of the Goods). The Seller may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Customer's consent.
6.9	Unlose otherwise stated the Drice does not include CST. In addition to the Drice, the		in the execution of the Customer's order and the Customer agrees to indemnify the Seller against any action taken by a third party against the Seller in respect of any such infringement.	21.5	under this Contract without the Customer's consent. The Customer cannot licence or assign without the written approval of the Seller. The Seller may elect to subcontract out any part of the Services but shall not be
	Customer must pay to the Seller an amount equal to any GST the Seller must pay for any supply by the Seller under this or any other contract for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price.	15. 15.1	Default and Consequences of Default Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Seller's sole discretion such interest shall compound	-1.0	under uns contract without ner customer such services the surface. The Customer cannol licence or assign without the written approval of the Seller. The Seller may elect Josephan and any part of the Sevices but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of the Seller's sub-contractors without the authority of the Seller's sub-contractors with the sub-contractors with the sub-contractors with the sub-contractors with the sub-contra
	applicable in addition to the Price except where they are expressly included in the		per calendar month (and at the Seller's sole discretion such interest shall compound month) at such a rate) after as well as before any judament.	21.7	for subsequent future Contracts with the Customer by disclosing such to the
7. 7.1	Price. Delivery of Goods	15.2	monthly at such a rate) after as well as before any judgment. If the Customer owes the Seller any money the Customer shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in recovering the debt including but only limited to internal administration foes, lead costs on a		Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for the Seller to provide Goods to the Customer.
7.1	Delivery ("Delivery") of the Goods is taken to occur at the time that: (a) the Customer or the Customer's nominated carrier takes possession of the Goods at the Seller's address; or	15.0	the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Seller's collection agency costs, and bank dishonour fees).	21.8	Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics
	 the Seller (or the Seller's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address. 	15.3	Further to any other rights or remedies the Seller may have under this Contract, if a Customer has made payment to the Seller, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in		and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc. ("Force
7.2 7.3	At the Seller's sole discretion the cost of Delivery is in addition to the Price. Any time specified by the Seller for Delivery of the Goods is an estimate only and the Seller will not be liable for any loss or damage incurred by the Customer as a		addition to any further costs incurred by the Seller under this clause 15 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this Contract.	21.9	Majeure") or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Customer to make a payment to the Seller. Both parties warrant that they have the power to enter into this Contract and have
	result of Delivery being late. However both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. In the event that the Seller is unable to supply the	15.4	Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all		bottained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.
Please	note that a larger print version of these tern		onditions is available from the Seller on requ	iest	#30654 © Copyright – EC Credit Control 1999 - 2022









Name of account to be debited:		TO DIRE	THORITY ACCEPT CT DEBITS		
Account details:		,	operate as an ent or agreement)		
Bank Branch Account Number	Suffix	assigning	ent of agreement)		
To: The Manager, (Please Print Full Postal Address C Bank Branch	learly for Window Envel		ORISATION CODE		
Address (P O Box) Town/City		1 2 Date	22179		
I/We authorise you until further notice in writing to debit my/our account with you all amounts which Diversity Foods Ltd					
(hereinafter referred to as the Initiator) the registered Initiator of the above Authorisation Code may initiate by Direct Debit. I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed on the reverse of this form. Information to appear in my/our bank statement					
PAYER PARTICULARS	PAYER CODE	PAY	YER REFERENCE		
	NAME OF ACCOUNT THORISED SIGNATURE(5)			
For Bank Use Only Approved	Date Rec Received: By:	orded Checked By:	BANK STAMP		

CONDITIONS OF THIS AUTHORITY

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 2 calendar days (but not more than 2 calendar months) before the date when the Direct Debit will be initiated.
 - 1.2.1 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 amendment of Direct Debits.
- **1.3** 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.
- **1.4** 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.
- 2.3.Request the Bank to reverse any Direct Debits initiated by the Initiator under the Instructions by debiting the amount of the Direct Debits back to the Initiator through the Initiator's Bank where the Initiator cannot produce a copy of the Instructions and/or Confirmation to me/us that I/we are reasonably satisfied demonstrate that I/we have authorised my/our bank to accept Direct Debits from the Initiator against my/our account PROVIDED the request is made not more than 9 months from the date when the first Direct Debit was debited to my/our account by the Initiator under the Instructions.

3. The Customer acknowledges that:

- **3.1** This Instruction will remain in full force and effect in respect of all Direct Debits passed to 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