

## ACCOUNT APPLICATION FORM

Company Name: .....	
Company number: .....	
Please attach a copy of your Certificate of Incorporation.	
Company Trading As:	
Postal Address:	
Delivery Address:	
Telephone:	Facsimile:
Email:	Mobile:
Accounts Contact Person:	
Type Of Business:	Date Started:
Names Of Directors/Partners/Proprietors	
Full Name:	Address:
1.	
2.	
3.	
Credit References: Excluding Banks, Credit Cards, Accountants, Telephone & Electricity Suppliers	
Company Name & Contact:	Telephone & Fax Numbers:
1.	
2.	
3.	
This application is conditional on acceptance of our terms and conditions which we refer you to and are printed on the reverse of this credit application form.	
Estimated Value Of Monthly Purchases: \$	
(This figure will be considered and may be used as a basis for your CREDIT LIMIT.	
Signature:	Date:
<b>** PLEASE ALSO SIGN TERMS &amp; CONDITIONS OVER PAGE</b>	
OFFICE USE ONLY:	Date Received:



# TERMS AND CONDITIONS OF SALE

**1. Contract:**

All services and products ("goods") supplied by West Coast Cocoa, to the Applicant Business ("buyer") are supplied subject to the following Terms And Conditions of Sale which shall prevail despite any indication to the contrary by any person, agent or representative acting or purporting to act on behalf of West Coast Cocoa. Furthermore to deal or trade with West Coast Cocoa the buyer must demonstrate that they are a bona-fide reseller of goods represented by West Coast Cocoa.

**2. Acceptance:**

Acceptance of the goods shall be completed upon the buyer signing the order or otherwise accepting the order (whether in writing, verbally or accepting delivery of goods).

**3. Risk:**

Risk of any loss, deterioration or damage of or to the goods shall be borne by the buyer from the time of despatch from the premises of West Coast Cocoa.

**4. Price:**

The price of goods supplied are as per West Coast Cocoa's published price list as at the date of delivery.

**5. Payment:**

Full payment for goods supplied shall be due from the buyer and subject to items A, B and C whichever comes first:

- a. On or before 7 days following invoice unless otherwise agreed in writing by West Coast Cocoa, or
- b. Immediately the buyer sells or otherwise disposes of the goods, or
- c. Immediately upon the commencement of any action or proceeding which involves the buyer's solvency and in this situation the buyer shall keep the proceeds of such sales separate from the buyers funds.

**6. Default In Payment:**

The buyer agrees to pay interest on all sums outstanding at 2.5% per month from the date of default (ie. When payment became due and is not made in full) until payment is made. This interest amount is immediately due on presentation of invoice and can be back dated and involved at any time. Furthermore, if a solicitor or debt collector is instructed by the company to enforce or attempt to enforce any rights pursuant to these terms and conditions of sale, then the buyer agrees to reimburse (with all other monies due) any liabilities, fees and disbursements as charged to West Coast Cocoa as a result of this action. Furthermore the buyer's Directors, Shareholders and/or Proprietor jointly and severally guarantee personally all of the monies due as per the terms and conditions of sale and are liable to West Coast Cocoa as principal debtors in all respects of this document.

**7. Cessation of Supply**

Any goods supplied to the buyer free of charge or at discounted prices as detailed in the initial proposal will be invoiced in full by West Coast Cocoa should the buyer choose to cease purchasing from West Coast Cocoa within 12 months of commencement date. In this instance, the buyer shall arrange payment in full by the 20<sup>th</sup> of the month following invoice date. Any default in payment will be dealt with as per clause 6 above.

**8. Title and Security: ( Personal Property Securities Act 1999 )**

Title in any goods supplied by West Coast Cocoa passes to the buyer only when the buyer has made payment in full for all goods supplied by West Coast Cocoa and of all other sums due to West Coast Cocoa by the buyer on any account whatsoever. Until all sums due have been paid in full, West Coast Cocoa has a security interest in all goods. Until ownership has passed from West Coast Cocoa to the buyer then the following terms shall apply:

- a. The buyer shall be deemed to be a bailee of the company and in a fiduciary capacity in respect of any goods supplied by West Coast Cocoa and;
- b. The buyer shall store the goods in such a way and in such condition and place as to make it clear that they are owned by West Coast Cocoa and;
- c. The buyer shall not under any circumstances mix the goods supplied by West Coast Cocoa with other goods in any manner.

If the buyer defaults in payment for the goods, West Coast Cocoa shall have leave and license to enter upon any property occupied by the buyer or by purchaser from the buyer without notice in order to inspect, search for and remove goods supplied and West Coast Cocoa shall not be liable to the buyer or third party for the exercise of its rights under this clause.

**9. Disputes And Credits:**

Disputes and credits will only be considered valid if brought to West Coast Cocoa's attention within 10 days of the date of supply. All goods to be returned must be in as new condition in the manufacturers (or supplier's) original, unsoiled and undamaged containers for acceptance by West Coast Cocoa. Credits will not be given for procured goods.

**10. Guarantees And Conditions:**

No representation, condition, warranty or promise expressed or implied by law or otherwise applies to goods except where goods are supplied pursuant to the Consumer Guarantees Act 1993 or except where provided to the customer in writing at the time of sale. West Coast Cocoa does not provide any warranty that the goods are fit and suitable for the purpose for which they are required by the customer and shall not be liable if they are not.

**11. Exclusions Of Liability:**

West Coast Cocoa shall not be liable for lost profits, loss of goodwill or any incidental, special or consequential damages even if advised of the possibility of same. No warranty or condition shall be implied herein against the company by Statute, Common Law, Law Merchant or otherwise other than the warranty by West Coast Cocoa that it has the right to deal in goods.

SIGN TO ACCEPT TERMS & CONDITIONS .....

PRINT NAME .....

