



## Rocket Foods Account Application Form

'Rocket Corporation Limited' is trading as 'Rocket Foods'. This document refers to "Rocket Foods" from here.

Please fill out this form, a Direct Debit form and a Delivery Instructions form. These must be signed and returned to [accounts@rocketfoods.co.nz](mailto:accounts@rocketfoods.co.nz) prior to your account being opened.

Date	
Trading Name	
Legally Registered Name	
GST Number	
Postal Address	
Delivery Address (if different)	
Purchasing Contact	
Purchasing Phone Number	
Purchasing Mobile Number	
Purchasing Email	
Accounts Contact	
Accounts Phone Number	
Accounts Email	
Date Business Commenced	
Bank and Branch	
Accountant	
Solicitor	

In respect of the Company, a Trust or a Partnership, the Personal Guarantee section must be completed before a Trading Account will be opened.

### Legal Entity (tick one)

Sole Trader ☐ Partnership ☐ Limited Liability Company ☐

If the application is for a Limited Liability Company, complete the following:

Company Registration Number: \_\_\_\_\_

Company Registered Office Address: \_\_\_\_\_

### Partners/Shareholders

Partner/Shareholder 1	
Full Name	
Address	

Shareholding	
Partner/Shareholder 2	
Full Name	
Address	
Shareholding	
Partner/Shareholder 3	
Full Name	
Address	
Shareholding	
Partner/Shareholder 4	
Full Name	
Address	
Shareholding	

#### Trade References (three references are required)

Company Name 1	
Contact Person	
Phone Number	
Company Name 2	
Contact Person	
Phone Number	
Company Name 3	
Contact Person	
Phone Number	

#### Terms & Conditions of Trade

1. I/We warrant all particulars provided by me/us are true and correct.
2. Invoices shall be raised in respect of sale.
3. Claims must be made within 24 hours of receiving order (quoting invoice number).
4. Due notice of changes in prices and charges shall be issued however ROCKET FOODS reserves the right to make reasonable alterations to prices without notice.
5. Payment is due 14 days on Direct Debit from date of Statement. I/We undertake to pay all accounts in full on or before due date or by Direct Debit.
6. Overdue Accounts: ROCKET FOODS reserves the right to make a penalty interest charge of 2% per month on the overdue amount if payment is not received by the due date, and to charge costs of recovery and collection by our debt collection agency. Where payment is overdue, future orders may be held until such time as the account is current.
7. Privacy Act 1993: ROCKET FOODS retains the right under the act to request information on credit customers from credit agencies or other

referees and in the case of debtors who fail to meet their obligation to provide details of debtors and their debts to our debt collection agents. Any change in ownership of the applicant's business shall be promptly notified to ROCKET FOODS.

8. Delivery will commence once credit application and personal guarantee forms have been completed and accepted by ROCKET FOODS.
9. Product will be delivered early morning unless by prior arrangement. We will require a key and alarm code if these are necessary for entry or a safe place for delivery. Every care is always taken to ensure the security of your premises no liability is accepted by ROCKET FOODS and your agreement to these terms absolves ROCKET FOODS LTD of any and all liability that may arise.
10. ROCKET FOODS cannot accept responsibility for goods that are delivered to an unsecured nominated site once they have been dropped off.
11. Daily deliveries within central Auckland are free of a freight charge when over \$80.00 or a \$8.90 per order freight charge if under \$80.00 exclusive of GST.
12. Daily deliveries outside of central Auckland areas outside of central Auckland may require a delivery fee depending on quantity needed and delivery location.
13. Customers are not to act as a wholesale agent and, on-sell whole cakes to a third party without the consent from ROCKET FOODS.
14. Any damaged or missing goods must be communicated to ROCKET FOODS on the day of delivery.
15. All prices quoted are exclusive of GST.
16. ROCKET FOODS reserves the right to vary these terms and conditions of trade and will advise customers of any change writing.
17. Addendum (as appropriate).

I / We agree that the information provided overleaf is true and correct and agree to abide by the terms and conditions above. I / We hereby authorise ROCKET FOODS to obtain information on our creditworthiness from credit agencies or credit referees.

Signed by Director/Partner	
Name (Please print)	
Date	

Signed by Director/Partner	
Name (Please print)	
Date	

## Personal Guarantee

To: ROCKET FOODS

I/We \_\_\_\_\_ request you to open an account for \_\_\_\_\_ (The 'customer'). Should you open an account at my/our request, I/We personally guarantee the payment upon demand of all amounts due to you by the customer.

I/We further personally guarantee that the customer will perform all other terms and conditions under contracts or arrangements it may enter into with you from time to time.

I/We will indemnify you against any costs, expenses and losses which you may incur or suffer as a result of the customer not making due payment and not performing all other terms and conditions. I/We acknowledge that no waiver or forbearance by you to enforce any provision of any contract or arrangement against the customer at any time shall vitiate or reduce my/our liability as a guarantor and that this guarantee is a continuing guarantee.

I/We acknowledge that no liquidation, appointment of receiver, or other financial default by the customer of any nature, shall absolve me/us from personal liability hereunder. Where this guarantee is given by more than one person, we acknowledge that our liability shall be joint and several.

I/We acknowledge that although as between customer and me/us, I/We may only be a guarantor, as between me/us and ROCKET FOODS, I/We are a principal debtor and my/our liability as a principal debtor shall not be affected or diminished by any act of indulgence or omission which but for this provision would have offered to release me/us or either of us wholly or partly from liability to ROCKET FOODS.

Name of Guarantor	
Address	
Signature	
Date	

Name of Guarantor	
Address	
Signature	
Date	