

Y&Y Frozen Food Limited

ACCOUNT APPLICATION

10 Hotunui Drive, Mt Wellington, Auckland PO Box 51906 Pakuranga,Auckland 2140 TEL: 09-276 2268 FAX: 09-276 2168

AND TERMS OF TRADING AGREEMENT

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| COMPANY INFORMATION 公司负件 | | | | | |
|--|---------------------------------|--|--|--|--|
| Company Partnership Sole Trader Other | Business registered 是否注册 Yes No | | | | |
| Trading Name 店名 | | | | | |
| Phone 电话 | Fax 传真 | | | | |
| Legal Business Trading Name注册公司名 | | | | | |
| Registration No. 注册号 | Paid Up Capital 注册资金 | | | | |
| Email 电子邮件 | Business Start Date 公司创办日期 | | | | |
| Delivery Address 送货地址 | | | | | |
| | | | | | |
| Postal Address 邮寄地址 | | | | | |
| PERSONAL INFORMATION 个人资料 | | | | | |
| Account Payable Contact 付款联系人 | | | | | |
| Phone 电话 | Mobile手机 | | | | |
| Principals/Directors/Owner 负责人/公司董事/店主姓名 | Mobile于例 | | | | |
| A | | | | | |
| Phone 电话 | Mobile手机 | | | | |
| Residential Address 家庭住址 | | | | | |
| Driver Licence 驾照号 | Date of birth 生日 | | | | |
| Principals/Directors/Owner 负责人/公司董事/店主姓名 | | | | | |
| Phone 电话 | Mobile手机 | | | | |
| Residential Address 家庭住址 | | | | | |
| Driver Licence 驾照号 | Date of birth 生日 | | | | |
| | | | | | |
| TRADE CREDIT REFERNCE 信用参考 | | | | | |
| Supplier Name 供货商公司名 | Phone 电话 | | | | |
| 1) | | | | | |
| 2) | | | | | |
| 3) | | | | | |

TEAMS AND CONDITIONS OF SALE

1. The Customer would like to open a credit trading account with the Supplier and provides the information which it warrants to be completed and accurate in support of the application.

2. The Supplier agrees to consider the application and to advice the Customer as to whether or not credit shall be extended to the Customer.

3. The parties agree that in the event of the Supplier granting credit facilities to the Customer the such credit facilities shall be on all terms and conditions contained within this agreement.

4. The Customer agrees to make payment in full by due dates as set under the terms on this agreement.

5. The Customer authorises the supplier to collect on an ongoing basis any information as may be required to evaluate the Customer's credit worthiness. The Customer consents to the passage of information collected on to a credit agency.

6. The Customer agrees that risk in goods supplied by the Supplier shall pass to the customer on delivery. However, the goods shall remain the property of the Supplier and title shall not pass to the Customer until such goods have been paid for in full. If the Customer uses or sells the goods to a third party before payment in full is made then the Customer acts as agent in such sale and shall receive and hold the proceeds of sale as fiduciary for the Supplier to the extent of the indebtedness.

7. The Customer agrees that the Supplier may cease supply of goods and close the credit facility at any time without further notice if at the sole discretion of the Supplier the Customer is not meeting the agreed credit terms.

8. The Customer agrees that failure to make payment by due date renders them liable for paying an additional interest charge at the rate of 2.5% per month plus all costs of debt recovery incurred by the Supplier in the recovery of any monies owed.

9. The Customer accepts that they have seven (7) days from receipt of goods to raise any dispute as to goods delivered or prices charged or else invoices as sent by the Supplier shall be acceptable and payable in full.

10.Payment Terms, The Customer agrees that the Supplier alone will set the credit term and the Customer shall meet the following payment terms:

a) Cash on delivery – payment on delivery of goods

b) Weekly accounts – payment to reach Supplier within seven (7) days from receipt of invoice

c) Fortnightly accounts – payment to reach Supplier within fourteen (14) days from receipt of invoice

d) Monthly accounts – payment to reach Supplier by the 20th day of the month following

On behalf of the Customer

I/We hereby declare that all information given is correct and that I/We have read and understood and agree to all the above terms and conditions of trade with Y&Y Frozen Food Limited.

Signed for and on behalf of the Customer:

| Signature of Director/Owner (1) 申请人签名 | (2) | Date 日期 |
|---|------|------------|
| Print Name of Director/Owner (1) 申请人全名 | _(2) | Date 日期 |

PERSONAL GUARANTEE 个人担保

In consideration of the Supplier granting credit facilities to the Customer the principals of the Customers do jointly and severally personally guarantee the due payment of all monies owed either now or at any time hereafter by the Customer to the Supplier. In addition no granting of time extension, waiver or neglect to sue on the part of Y&Y Frozen Food Limited shall impair the guarantee.

| Signature of Director/Owner (1) 申请人签名 | _(2) | Date 日期 |
|---|------|------------|
| Print Name of Director/Owner (1) 申请人全名 | _(2) | Date 日期 |
| Signature 见证人签名 | | |
| Witness Full Name 见证人全名 | | |

Address 地址_____

ON BEHALF OF THE SUPPLIER 供货商填写

We acknowledge this application and by signing this agreement we extend to the Customer the following credit terms:

| Terms of Credit: | | | | | | |
|-----------------------------------|-----------|--------------|-----------------|--|--|--|
| Cash on Delivery: \Box | Weekly: 🗌 | Fortnightly: | Monthly: \Box | | | |
| Credit Limit: \$ | | | | | | |
| Signed on behalf of the Supplier: | | | | | | |
| | | | | | | |
| Director | | | | | | |

Y & Y Frozen Food Limited Account No: 01-0190-0353500-00