

Solander Seafood Ltd 21 McPherson Street Richmond Nelson PO Box 5041 Nelson 7040 New Zealand Phone: 0800 555 548

Dear Valued New Customer

Thank you for your interest in opening a credit account with Solander Seafood.

Solander specialises in catching and providing high quality fresh and frozen seafood to its customers in New Zealand and around the world. The emphasis on quality starts with Solander's quality monitoring program on board our vessels, and our dedicated logistics, sales and support team ensures that you receive the best seafood.

Solander takes pride in sourcing the very best and freshest seafood from ports in New Zealand and around the world, with the goal of making it accessible and easily available to you.

You can order online via our wholesale website and Upstock, or you can contact us by phone call and email to make your order.

If there is something you're looking for and can't find, let us know and we will try to source it for you.

Please ensure that you read the Terms and Conditions of Sale carefully which are listed on our Credit Application Form. We strictly enforce your agreement to pay all accounts within 7days. To make this easier for all we require payment to be made by direct debit. Please complete the Direct Debit Authority and we will arrange to have this loaded by your bank.

We would like to take this opportunity to thank you for your much-valued interest in becoming one of our customers. We can assure you our focus will always remain on providing the finest quality Seafood.

Aaron McCorkindale General Manager Solander Seafood Free phone: 0800 555 548

Email: seafood@solander.com

APPLICATION FOR CREDIT ACCOUNT

It is essential that this form is completed in full and signed before credit can be granted.

ACCOUNT DETA	AILS					
Business Name						<u> </u>
Trading/Restaura	ant Name					<u></u>
Phone		(W)		(M)		
Email						
Postal Address						<u> </u>
						_
Delivery Address	S					<u></u>
(must include str	reet number)					<u>—</u>
						_
What hours is t	the husiness o	open for delive	eries?			
Mon	Tue	Wed	Thu	Fri	Sat	
 → Use an arrow	w to indicate t	he same hour	s as the previo	ous dav(s)		
			F	J ()		
Internal Accour	nts Contact					
Name						
Phone						_
Email						_
						
Orders Contact	1					
Name						
Phone						<u></u>
Email						
Email me Specia	als and Fresh	Fish updates				
Email if different		·				
FOR PARTNERS	HID/SOLE TE	PANER/DRIV	ATE INDIVIDI	ΙΔΙ		
	700LL 11					
Full Name)	
Home Address						
Home Phone						
FOR LIMITED LIA	ABILITY COM	IPANY				
Registered Name	е					
Registered Office						_
Year of Registra						_ _
Directors/Shareh						<u>-</u>
Business Detail	ls					_
Nature of Busine	ess					
Accountant						
Solicitor						
Bank Name and	Branch					

TRADE REFERENCES

1.	Name	
	Phone	
2.	Name	
	Phone	
3.	Name	
	Phone	

TERMS AND CONDITIONS OF SALE

- 1. Payment in full is to be made within 7 days of the date of invoice via direct debit (establishment form attached).
- 2. In the event of payment not being made by due date interest will be charged from 1st of the month following dispatch of goods at a rate not exceeding 2.5 per cent per month or part thereof.
- 3. In the event of payment not being made by due date the vendor will take such steps as it considers necessary to recover outstanding amounts, and all costs involved in such recovery including but not limited to debt collection fees, court fees and solicitors' fees shall be payable by the purchaser.
- 4. The title to goods supplied is retained by the vendor until full payment is received. If the goods are sold by the purchaser prior to payment, then the proceeds of the sale shall be the property of the vendor.
- 5. Any quality issues must be reported on the day the product is received to validate claims.
- 6. The vendor may refuse to supply any further goods while any overdue amounts remain unpaid and may withdraw credit facilities at any time without notice.
- 7. The purchaser will immediately notify the vendor of any change in the ownership of the purchaser's business or in the ability to pay debts as and when they fall due.
- 8. Privacy Act: The purchaser authorises any person or company to provide the vendor with any information as required in response to credit inquiries concerning the purchaser. The purchaser authorises the vendor to furnish to any third-party details of this application and any subsequent dealings that result from this application being actioned.

PURCHASER'S ACKNOWLEDGEMENTS

I/We agree that this document constitutes a security agreement as defined in section 16 of the Personal Property Securities Act 1999. We certify that the information given in this document is true and correct and that we are authorised to make this application on behalf of the purchaser. In consideration of the supply of goods and services, I/We personally guarantee to the vendor due and punctual performance by the purchaser of its obligations.

Signed for the Applicant and as Guarantor by (Company Director or Business Owner):

Signature	
Title	
Full Name	
Date of Birth	
Witness	
Signature	
Full Name	
Occupation	
Today's Date (DD/MM/YYYY)	



Direct Debit Authority

My account to be debited (acceptor)			Initiator's authorisation code		
			0 2 4	1 1 2 2	
Name of my bank:					
			Appro	oved	
			4112	10/24	
Bank Branch	Account	Suffix		1	

From the acceptor to my bank:

I authorise you to debit my account with the amounts of direct debit instructions received from **Solander Seafood Limited** (the 'Initiator') with the authorisation code specified on this authority and in accordance with this authority until further notice from me.

I agree that this authority is subject to:

- my bank's terms and conditions that relate to my account, and
- the terms and conditions listed below.

Authorised signature/s:	Date:		
		/	

Specific conditions relating to notices and disputes

- 1) I agree that the initiator must give me at least 10 days' notice prior to each direct debit, provided that where the direct debit is in a series, the Initiator is only required to provide 10 days' notice prior to the first direct debit in the series.
- 2) Changes to the amounts or dates of a series of direct debits require 30 days' prior notice to me.
- 3) I can also agree with the Initiator to receive a same day notice for direct debits specifically requested by me.
- 4) All notices must be in writing, but can be delivered electronically, if I have agreed that with the Initiator.
- 5) I can also ask you to reverse a direct debit up to 120 days after the direct debit if:
 - I didn't receive proper notice of the amount and date of the direct debit, or
 - I received notice but the amount or date of the direct debit is different from the amount or date on the notice.
- 6) If you dishonour a direct debit but the Initiator retries it within 5 business days of the original direct debit, I understand that the Initiator doesn't need to notify me again about that direct debit.

For Bank Use Only				
·	Date Received:	Recorded by:	Checked by:	BANK STAMP
Original - Retain at B Copy - Forward to Ini				

CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

1. The Initiator:

Undertakes to give notice to the Acceptor of the commencement date, frequency and amount at least 10 calendar days before the first Direct Debit is drawn (but no more than 2 calendar months). This notice will be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (by electronic means including SMS) to communicate electronically).

Where the Direct Debit System is used for the collection of payments which are regular as to frequency, but variable as to amounts, the Initiator undertakes to provide the Acceptor with a schedule detailing the amount and each payment date.

In the event of any subsequent change to the frequency or amount of the Direct Debits, the Initiator has agreed to give advance notice of at least 30 days before the changes comes into effect. This notice must be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically).

(b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

2. The Customer may:

- (a) At any time, terminate this Authority as to future payments by giving notice of termination to the Bank and to the Initiator by means agreed by the customer, Bank and Initiator.
- (b) Stop payment of any Direct Debit to be initiated under this authority by the Initiator by giving written notice to the Bank <u>prior</u> to the Direct Debit being paid by the Bank.
- (c) Where a variation to the amount agreed between the Initiator and the customer from time to time to be Direct Debited has been made without notice being given in terms of clause 1(a) above, request the Bank to reverse or alter any such Direct Debit initiated by the Initiator by debiting the amount of the reversal or alteration of a Direct Debit back to the Initiator through the Initiator's Bank PROVIDED such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account.

3. The Customer acknowledges that:

- (a) This authority 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 authority until actual notice of such event is received by the Bank.
- (b) In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- (c) 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 authority. Any other dispute lies between me/us and the Initiator.
- (d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:
 - the accuracy of information about Direct Debits on Bank statements; and
 - any variations between notices given by the Initiator and the amounts of Direct Debits.
- (e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give notice in accordance with 1(a) 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.
- (f) Notice given by the Initiator in terms of clause 1(a) to the debtor responsible for the payment shall be effective. Any communication necessary because the debtor responsible for payment is a person other than me/us is a matter between me/us and the debtor concerned.

4. The Bank may:

- (a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly signed by me/us and given to or drawn on the Bank.
- (b) At any time terminate this authority as to future payments by notice in writing to me/us.
- (c) Charge its current fees for this service in force from time-to-time.