

ACCOUNT APPLICATION

CABERNET FOODS LIMITED/KINTYRE MEATS LIMITED

The annexed Conditions of Trade, as amended or replaced from time to time, govern the supply by CABERNET FOODS LIMITED and/or KINTYRE MEATS LIMITED (we and us) to the party named below (you) of Goods or Services, as defined more particularly in any Order or Quote and in Clause 15 of the Conditions of Trade. If you purchase Goods or Services from either Cabernet Foods Limited, or Kintyre Meats Limited and not both of them, the relevant supplying company will be referred to as *the Supplier* in this form and the annexed *Conditions of Trade*.

You agree that by the Conditions of Trade you:

- Apply to us for credit in connection with any purchase or purchases of Goods or Services you might make from the Supplier;
- Agree to purchase Goods and Services from the Supplier on the terms and conditions of any relevant Order or Quote, and the then current Conditions of Trade; and
- Pursuant to the Personal Property Securities Act 1999:
 - grant the Supplier, or, if you are already a customer of ours, confirm the previous grant to the Supplier of, a specific security interest (being a purchase money security interest) and or a general security interest over all the goods the Supplier supplies you from time to time and their proceeds and over all your present and after acquired personal property and their proceeds.

Your particulars:

Important: you must promptly notify us of any changes to the information you supply.

Legal Name / Person:			
Trading Name: (if different)		Previous trading names:	
Type of entity: (If not a individual party)	<input type="checkbox"/> Company	<input type="checkbox"/> Incorporated Society	<input type="checkbox"/> Other: specify
	<input type="checkbox"/> Trust	<input type="checkbox"/> Incorporated Charitable Trust	<input type="checkbox"/> Partnership
Company Number if a registered company			
Postal Address:		Delivery Address:	Registered Office Address:
Telephone: (W)	Facsimile:		e-mail:
Telephone: (H)	Mobile:		
Your Directors, Trustees or Partners: attach a separate page if necessary			
Full Name:		Home Address:	
Previous Home Address:		Country of origin:	
		Date of Birth:	
Full Name:		Home Address:	
Previous Home Address:		Country of origin:	
		Date of Birth:	
Full Name:		Home Address:	
Previous Home Address:		Country of origin:	
		Date of Birth:	

Your credit information:

Important: you must promptly notify us of any changes to this information

Bank:		Branch:		Account Number:	
Accountant:		Solicitor:		Paid up capital:	

Trade References (excluding credit cards, fuel suppliers, landlord, power, and phone): include only trade references that have given you credit and with which you have done business for more than one year

Name:	Address:	Telephone:
1.		
2.		
3.		
4.		

Authorised signatory:

The person (s) signing this Application:

- confirms that he/she is duly authorised to apply for credit; and become bound by the Conditions of Trade;
- confirms that the information set out on this application is true, accurate and complete; and
- agrees that all Goods and Services that we supply to you (either in the past or in the future) are supplied on these Conditions of Trade, as amended from time to time.

FULL NAME:		POSITION:	
SIGNATURE:		DATE:	
NAME OF WITNESS:		ADDRESS:	
SIGNATURE OF WITNESS			

CONDITIONS OF TRADE

CABERNET FOODS LIMITED/KINTYRE MEATS LIMITED

1. Interpretation

1.1 "Order" means a confirmed order. "Person" includes a firm or incorporation. "PPSA" means the Personal Property Securities Act 1999 and any regulations and amendments. "Purchaser/ you" means any person contracting with or offering to contract with us. "Quote" means an accepted quote. "Supplier" means the relevant of Cabernet Foods Limited and/or Kintyre Meats Limited (otherwise referred to as "Client", "We", "Us", "Our" or the "Vendor") which actually supplies you with Goods and Services. "Transit" includes transportation, shipment, and transfer.

1.2 If there is more than one Purchaser then the purchasers' obligations shall be joint and several.

2. Quotes/Orders/Price

2.1 All Quotes and Orders shall be in terms of and subject to our Conditions of Trade (*Terms*) current at the date of acceptance of the Quote or Order. Each accepted Quote or Order constitutes a separate contract incorporating the then current Terms.

2.2 The price Quote or Order can incur additional delivery costs unless expressly excluded in a Quote or Order. A nominal delivery charge will / may be added to Orders under \$1000 or a purchase of four or less items.

2.3 The price shall be increased by the amount of any GST, other taxes or duties, which may then apply, unless expressly excluded in a Quote or Order.

2.4 Quotes are based on current prices at the date of the Quote. A Quote expires one (1) day after the date of the Quote (unless accepted beforehand).

2.5 An Order may be cancelled only with our prior written consent and only on such terms as we may specify.

2.6 Price is subject to adjustment in terms of clause 4.6. Carcasses (are subject to shrinkage) weighed at the time of slaughter and invoiced on this basis

2.7 Pallets used in delivery shall be charged to and paid for by you at our then current price, unless expressly excluded in a Quote or Order.

2.8 If we charge you for pallets, you will receive a credit for your next Order on return of pallets to us.

2.9 Each Quote and Order will specify whether the Supplier is Cabernet Foods Limited or Kintyre Meats Limited.

3. Payment

3.1 Unless we otherwise agree in writing the price is due and payable to us in full, and without set off or deduction or withholding, seven (7) days after delivery (time being of the essence).

3.2 If the credit period is extended beyond 7 days without our agreement, the amount of the extended credit shall become a secured loan on terms identical to those currently standard to the Bank of New Zealand Limited, except as those are expressly varied by these Terms.

3.3 We may recover any amounts owing by you in relation to the Goods and Services even if property in the Goods has not passed to you (refer paragraph 5).

3.4 We reserve the right to charge interest at the rate of 2.5 per cent (2.5%) per month calculated daily, on any overdue amount including costs in terms of clause 17, until any such amounts are paid to us in full. Our monthly account management fee is \$30 for accounts with a balance of up to \$2,000 and \$60 for accounts with a balance over \$2,000. All such interest and account management fees will be compounded monthly.

3.5 The price shall be paid to us in full and you will make no deduction or withholding or set off without our prior written consent (which we may give or decline in our absolute discretion).

3.6 We may apply any payment received from you or on your behalf (where you have not specified the purpose of payment) in reduction of your indebtedness in the priority as we think fit.

4. Delivery/Quantity

4.1 The Supplier will arrange delivery of the Goods to the place specified in the Quote or Order.

4.2 Any date for delivery in any Quote or Order is an estimated date only and time shall in no case be of the essence in this contract unless the Supplier has expressly given a firm commitment to deliver by a specific date in writing. A Order is not to operate as such a commitment.

4.3 You will accept and pay for Goods even if we fail to deliver by an estimated date.

4.4 We may deliver by instalments and you will accept such instalment deliveries.

4.5 If you refuse to accept delivery or to uplift Goods from our premises, we may charge you for any resulting extra cost (including storage and transportation).

4.6 The quantity of Goods delivered by us may vary by plus or minus 20% against the quantity specified in a Quote or Order and the price in the invoice or delivery note provided with the Goods shall be charged on the actual quantity delivered.

5. Risk/Ownership/Title

5.1 Unless we otherwise agree in writing all Goods will be at your risk on delivery to you (our records of the date and time of delivery being conclusive evidence for the purposes of these Terms).

5.2 Ownership of the Goods remains with the Supplier and does not pass to you until you pay us the full amount of all moneys owing to us by you (including any moneys owing in respect of Goods and Services previously supplied by us to you).

5.3 While ownership of the Goods remains with the Supplier:

5.3.1 It will be your duty to take all reasonable care of the Goods, to store them separately and keep them ascertainable and chilled.

5.3.2 We authorise you to use or sell the Goods for full consideration in the ordinary course of your business. We may revoke this authority at any time and with immediate effect by sending you notice in writing by e-mail or other means.

5.3.3 In the event that:

(a) you are in default of any amounts owing to us; or

(b) we have reasonable grounds to believe that the Goods have been or are at risk of being, destroyed, damaged, endangered, disassembled, removed, concealed, sold or otherwise disposed of contrary to these Terms

we may enter your premises to remove the Goods or take control or possession of the Goods in Transit.

5.3.4 We will not be responsible for any damage caused by the use of reasonable force in entering and removing the Goods. You will indemnify us for the costs of any damage.

5.3.5 You will be liable to us for all costs we incur (including transportation and storage) in entering and removing the Goods or in taking possession or control of the Goods.

5.3.6 We may resell any of the Goods (as we think fit) and apply the proceeds of sale in reduction of any indebtedness of yours.

5.3.7 You must advise us immediately of any action by any third party (including any of your creditors) that may affect our interest in the Goods.

5.4 If you use or resell the Goods before ownership of the Goods passes to you, the proceeds of use or sale shall be received and held by you (in whatever form) in trust for both you and us. Our interest as beneficiary under that trust shall be that portion of the proceeds which does not exceed your total indebtedness to us. The balance of the proceeds (if any) shall be your beneficial interest under that trust.

5.5 We may at any time by notice in writing require you to pay the proceeds into a bank account nominated by us for disbursement in accordance with these Terms.

6. Undertaking as to title

6.1 The Supplier undertakes that at the time of the passing of the property in the Goods to you:

6.1.1 It will have the right to sell the Goods;

6.1.2 The Goods will be free from any charge or encumbrance in favour of any third party.

7. Sale by Description, Purpose or Sample/ Accuracy or Artwork

7.1 If Goods are to correspond with a description, the description must be agreed in writing by us and you and confirmed in a written Quote or Order.

7.2 If Goods are to be for a specific purpose the purpose must be agreed in writing by us and you and confirmed in a written Quote or Order.

7.3 If Goods are to correspond with a sample the sample must be agreed in writing by us and confirmed in a written Quote or Order.

7.4 You will be solely responsible for the checking, accuracy and signing off of descriptions, specific purposes and/or samples.

7.5 Any claims, including "returns or price changes", to be made in writing and lodged directly with our sale office no more than 1 day after delivery. We will notify you whether or not we accept your claim.

8. Quality/Fitness/Recall

8.1 Goods shall be manufactured to our quality standard and reviewed by us from time to time except as specifically agreed in writing by us and you.

8.2 We do not undertake the quality or fitness of Goods for any particular purpose except where you make known to us in terms of clause 7 the particular purpose for which you require the Goods and you show that you have relied on our skill or judgment.

8.3 Where the Goods are to a description, purpose or sample in terms of Clause 7, the Goods shall be of merchantable quality, but you will examine the Goods and we shall have no liability for any defects, which ought to have been revealed but which you do not detect by such examination.

8.4 We may voluntarily recall any Goods that we supply to you, if we reasonably believe in our absolute discretion that:

- (a) the Goods will, or may, cause injury to any person; or
- (b) a reasonably foreseeable use (including misuse) of the Goods will, or may, cause injury to any person; or
- (c) the Goods do not comply with a product safety standard.

8.5 The Supplier shall meet all costs associated with the recall, including the cost of destruction (if applicable) and replacement of the Goods recalled, transportation costs, and remediation costs.

9. Our Liability Limited

9.1 Our liability shall be limited, at our option, to any one or more of the following:

9.1.1 The replacement of the Goods or the supply of equivalent Goods or Services;

9.1.2 The cost of replacing the Goods or of acquiring equivalent Goods; or

9.1.3 The cost of having the Services supplied again.

9.2 You acknowledge and agree that, despite anything else in these Terms, if either of Cabernet Foods Limited or Kintyre Meats Limited breaches these conditions:

- (a) you shall only have recourse against, and may only exercise any legal rights and remedies against, the relevant company which is the Supplier; and
- (b) you hold the other of us, being the company which is not the Supplier, harmless from, and indemnify them against, the consequences of any such breach.

9.3 We will not be liable for any consequential damage, loss of profit or business revenue.

9.4 We and you agree that all Orders are for business purposes and, as a result, to the maximum extent permitted by law the Consumer Guarantees Act 1993 does not apply.

10. Return of Goods to us

10.1 You are considered to have accepted the Goods unless immediately on finding defect(s) you lodge a claim in writing to our sale office describing the defect(s) and of your intention to return the Goods. We will notify you whether or not we accept your claim.

10.2 You have no right to make a claim to return Goods more than 1 day after delivery.

10.3 Goods returned to us must be in their original packaged and sealed form, or repackaged by you, along with the original label and bar coding, and we must be satisfied that the quality and condition of the Goods has not deteriorated.

10.4 If the Goods returned are not in their original package and do not include their original label and bar coding, then you must provide evidence of purchase of the Goods from us, and we must be satisfied that the Goods returned by you are the Goods that we supplied you and that they form part of our usual stock in trade.

11. Our Rights of Disposal / Payment of Price Due

11.1 In the event that:

11.1.1 We retain possession or control of Goods; and

11.1.2 Payment of the price is due to us; and

11.1.3 We have made written demand for payment of the price; and

11.1.4 We have not received payment of the price in full;

We may dispose of the Goods and may claim from you any loss to us as a result of such disposal (including costs of disposal), and any general security agreement granted to you, your shareholder or other associated person is assignable to us pursuant to any personal guarantee we obtain and for so long as any amount payable to us remains overdue.

12. Grant of Security (Personal Property Securities Act 1999(PPSA))

12.1 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that:

12.1.1 these terms and conditions constitute a security agreement for the purposes of the PPSA; and

12.1.2 a security interest is taken in all present or after acquired Goods and/or collateral (account) – being a monetary obligation of the Client to WE for Goods that have previously been supplied and that will be supplied in the future by WE to the Client.

12.2 The Client hereby acknowledges that these Terms and Conditions of Trade constitute a security agreement which creates a security interest in favour of the Vendor:

12.2.1 for all Goods previously supplied by the Vendor to the Client (if any); and

12.2.2 for all of its present and after acquired Goods; and

12.2.3 for intellectual property arising out of or in connection with the Services.

12.3 The Client agrees to grant a "Purchase Money Security Interest" to the Vendor in respect to all amounts owed by the Client to the Vendor, as that term is defined in the PPSA.

12.4 Where Goods in respect of which title has not passed to the Client are sold by the Client in the ordinary course of business, the book debt created on the sale and the proceeds of sale when received shall be held by the Client for the Vendor in terms of section 45 of the PPSA.

12.4.1 Where any proceeds of sale are placed in the Client's bank account the funds in the Client's bank account shall be deemed to be held on trust for the Vendor to the extent of proceeds of sale; and

12.4.2 Where any payments are made from the Client's bank account otherwise than to WE payment shall be deemed to have been made from all other funds in the Client's bank account and not from funds held on trust for the Vendor; and

12.4.3 The trust obligation imposed by this clause and the Vendor's entitlements under the PPSA shall continue for so long as the Vendor is unpaid for all Goods supplied to the Client.

12.5 The Client undertakes to:

12.5.1 sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which WE may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register; and

12.5.2 indemnify, and upon demand reimburse, WE for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby; and

12.5.3 not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of the Vendor; and

12.5.4 immediately advise the Vendor of any material change in its business practices of selling Goods which would result in a change in the nature of proceeds derived from such sales including but not limited to changes to address, email address, trading name or business practice); and

12.5.5 If our security interest in the Goods is lost because of any breach by you of these Terms we shall be entitled to a registerable mortgage security on any of your land and on the land of any Guarantor for the full value of our entitlement and indemnity costs.

12.6 WE and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.

12.7 If any of the Goods are incorporated in or used as material for other goods before payment is made ownership in the whole of the other goods shall be and remain with the Vendor until payment is made. The Vendor's Security Interest in the Goods shall continue in the terms of section 82 of the PPSA.

12.8 The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, and 131 of the PPSA.

12.9 Unless otherwise agreed to in writing by WE, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.

12.10 The Client shall unconditionally ratify any actions taken by WE under clauses 12.1 to 12.9.

13. Privacy and Use of Personal Information

13.1 All emails, documents, images or other recorded information including Personally Identifiable Information (PII) as defined and referred to in clause 13.4 held or used by WE is considered confidential. WE acknowledges its obligation in relation to the handling, use, disclosure and processing of PII pursuant to the Privacy Act 2020 ("the Act") including Part II of the OECD Guidelines and as set out in Schedule 8 of the Act and any statutory requirements where relevant in a European Economic Area "EEA" then the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). WE acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's PII, held by WE that may result in serious harm to the Client, WE will notify the Client in accordance with the Act and/or the GDPR. Any release of such PII must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.

13.2 Notwithstanding clause 13.1, privacy limitations will extend to WE in respect of Cookies where transactions for purchases/orders transpire directly from WE's website. WE agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection the Client's Personal Information such as:

13.2.1 IP address, browser, email client type and other similar details; and

13.2.2 tracking website usage and traffic; and

13.2.3 reports which are available to WE when WE sends an email to the Client; so WE may collect and review that information (collectively "PII")

13.3 If the Client consents to WE's use of Cookies on WE's website and later wish to withdraw that consent, the Client may manage and control WE's privacy controls via the Client's web browser, including removing Cookies by deleting them from the browser history when existing the site.

13.4 The Client authorises WE or WE's agent to:

13.4.1 access, collect, retain and use any information about the Client;

13.4.1.1 (including, name, address, D.O.B, occupation, driver's license details, electronic contact (e.g. email, Facebook or Twitter 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 Client's creditworthiness; or

13.4.1.2 for the purpose of marketing products and services to the Client.

13.4.2 disclose information about the Client, whether collected by WE from the Client directly or obtained by WE from any other source, 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 default by the Client.

13.5 Where the Client is an individual the authorities under clause 13.4 are authorities or consents for the purposes of the Privacy Act 2020.

13.6 The Client shall have the right to request WE for a copy of the PII about the Client retained by WE and the right to request WE to correct any incorrect PII about the Client held by WE.

13.7 Such personal information will be held by us at our registered address for service:

530 Gladstone Road
RD 2
Carterton 5792

13.8 If you fail to provide any information requested by us in respect of any credit application, we may be unable to process your credit application.

14. Force Majeure

Neither of us shall be liable to the other, because of any delay in performance, or non-performance, of any obligations (apart from any inability to pay any amount due to the other party due to a lack of funds) to the extent that the delay or non-performance is due to any circumstances not caused or contributed to by either of us and beyond the reasonable control of either of us which has been notified by one of us to the other, and the time for performance of the obligation shall be extended accordingly.

15. Goods and Services Definition

15.1 "Goods" means all goods that the Supplier supplies to you from time to time, including but not limited to: animal carcasses, cuts of meat and processed meat of sheep, beef, venison, pork and any other animal.

15.1.1 For the purpose of the application of the PPSA, where the Goods supplied are your inventory, all reference to Goods shall be read as reference to inventory while they are held as inventory; and

15.1.2 You agree that where the Goods supplied are not or are no longer held as your inventory, all references to Goods shall, in respect of those Goods, mean that the Goods described in any relevant Order, packing slip or invoice prepared by us describes the Goods protected by our security interest and (unless the context requires otherwise) includes all proceeds of the sale of such Goods and any product or mass within which the Goods subsequently become packaged.

15.2 "Services" means all services the Supplier supplies to you from time to time.

16. Assignment

You are not entitled to assign your rights under any contract with us without our prior written consent.

17. Costs

All costs and expenses incurred by us to remedy any breach by you of obligations contained or implied in the Terms including enforcement of any rights under these Terms or any associated guarantee(s), and the collection, and legal costs on a full solicitor and client indemnity basis shall be recoverable from you in addition and without prejudice to our right to damages for breach of the Terms or breach of any agreement arising between us and you for the supply of Goods and Services.

18. No Set Off

You have no right of set off in payment of any amounts due to us.

19. Governing law

The laws of New Zealand including the Companies Act 1993, the Sale of Goods Act 1908, the Personal Property Securities Act, the Land Transfer Act 1952, the Property Law Act 2007 and their amendments shall apply to any contract of which the Terms are part except to the extent expressly negated or varied by the Terms or in writing by the parties to such contract.

20. Conditions/Changes/Termination

20.1 Quotes and Orders shall be in terms of and subject to the Terms – refer to clause 2.1 above.

20.2 We are entitled to alter and update the Terms without needing to give advance notice. It is your duty to ascertain our current and effective version of the Terms by written enquiry to any of our available communication addresses or by checking on our website (www.cabernet.co.nz).

20.3 We may discontinue our trading relationship at any time (without affecting any previous Orders and our respective obligations under them) without needing any reason to do so.



GUARANTEE AND INDEMNITY

IN CONSIDERATION of Cabernet Foods Limited ("CFL") supplying and continuing to supply goods to _____ (the Client)

I / WE JOINTLY AND SEVERALLY:

- GUARANTEE** the payment on demand to CFL of all moneys now owing to CFL by the Client and all further sums of money from time to time owing to CFL by the Client in respect of goods and services supplied or to be supplied by CFL to the Client or any other liability of the Client to CFL, and the due observance and performance by the Client of all of its obligations contained or implied in any contract with CFL, including, but, not limited to the Terms and Conditions of Trade signed by the Client. If for any reason the Client does not pay any amount owing to CFL, the Guarantor will immediately on demand pay the relevant amount to CFL. In consideration of CFL agreeing to supply the Goods to the Client, 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 these terms and conditions and the Guarantor acknowledges that this personal guarantee and indemnity institutes a security agreement for the purposes of the Personal Property Securities Act 1999 ("PPSA") and unequivocally consents to CFL registering any interest so charged. The Guarantor irrevocably appoints CFL and each director of CFL as the Guarantor's true and lawful attorney/s to perform all necessary to give effect to this clause, including, but, not limited to:
 - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; or
 - register any other document required to be registered by the PPSA or any other law; or
 - correct a defect in a statement referred to in clause 1 (a) or 1 (b).
- HOLD HARMLESS AND INDEMNIFY** CFL on demand, as a separate obligation, against any liability (including but not limited to damages, costs, losses, debt collection and legal fees) incurred by or assessed against CFL in connection with:
 - the supply of goods or services to the Client; or
 - the recovery of money owing to CFL by the Client including the enforcement of this guarantee; or
 - money paid by CFL with the Client's consent in settlement of a dispute that arises or results from a dispute between, CFL, the Client, and a third party, or any combination thereof, over the supply of goods or services by CFL to the Client.
- ACKNOWLEDGE** 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 and not be satisfied or discharged by the Client's account at any time or times coming into nil or credit balance until the whole of moneys owing to CFL by the Client and all obligations herein have been fully paid, satisfied and performed and CFL has agreed in writing to release you from this document.
 - shall bind me/us and my/our personal representatives as a principal debtor and liable to CFL accordingly without affecting the Client's obligations to CFL.
 - Is in addition to and not in substitution for any other guarantee or security or other rights which CFL may presently have or may subsequently acquire and this Guarantee may be enforced without having recourse to any such guarantees, securities or rights and without making demand or taking proceedings against the Client.
- FURTHER ACKNOWLEDGE** that the liability under this Guarantee and Indemnity of any guarantor shall not be impaired, released, prejudiced or limited by:
 - CFL's day to day operation of the Client's credit account (including termination of supply), granting of credit, extension of further credit, granting of time, waiver, indulgence, neglect to sue or release from partial or total liability, or any other thing whereby the guarantor(s) would have been released had the guarantor(s) been merely a surety, on CFL's part whether in respect of the Client or any one or more of any other guarantor(s) or otherwise;
 - a failure by any named guarantor to properly execute this deed; and/or
 - any assignment or transfer of this Guarantee and Indemnity or the terms of any agreement between the Client and CFL.
- Agree that as security for the amount owing to us (by the Client or by you as guarantor) from time to time, in consideration of amongst other things the forbearance to sue immediately for any debt, you hereby agree to grant a registered mortgage over all present and after-acquired land in New Zealand in which you have an interest in on the most current Auckland District Law Society all moneys memorandum of mortgage (as updated from time to time) and acknowledge that we may lodge a caveat over all such land pending registration of the mortgage.
- Understand that where I am / we are an individual, that this information is being collected in accordance with the Privacy Act 2020 and that I/we have rights of access to and correction of personal information held by CFL. I/we agree and authorise CFL to obtain or divulge any information about you (including adverse information) from or to any third party (including credit reporting and debt collection agencies) in the course of its business activities including but not limited to:
 - considering my/our credit worthiness and the operation of the account by CFL;
 - assisting CFL to meet my/our credit obligations including tracing my/our whereabouts;
 - notifying other credit providers, reporters or debt collection agencies of any information relating to the subsequent operation of this account including any default by me/us; & marketing of future goods and services.
- Expressly acknowledge that the terms of this agreement and CFL's terms and conditions of supply to the Client have been read, understood and accepted without reservation.
- Unless otherwise expressly agreed in writing by CFL, these terms and conditions express the entire understanding and agreement between the guarantor and CFL; and
- Before you sign the Personal Guarantee CFL suggest you seek independent legal advice. We acknowledge that CFL have advised me to seek independent legal advice in respect of my obligations under this Personal Guarantee & Indemnity and have given me the opportunity to do so, I have either done so or elected not to before signing the Personal Guarantee.

BY SIGNING THIS APPLICATION YOU ARE ALSO PERSONALLY GUARANTEEING THE APPLICANT'S OBLIGATIONS WITH CFL. YOU SHOULD READ YOUR PERSONAL OBLIGATIONS UNDER OUR TERMS OF TRADE AND SEEK INDEPENDENT LEGAL ADVICE.

GUARANTOR 1

Signed:

Full Name:

Residential Address:

DOB: / /

Drivers Licence Number:

SIGNATURE OF WITNESS

Signed:

Name of Witness:

Present Address:

Occupation:

EXECUTED as a deed this day of 20

GUARANTOR 2

Signed:

Full Name:

Residential Address:

DOB: / /

Drivers Licence Number:

SIGNATURE OF WITNESS

Signed:

Name of Witness:

Present Address:

Occupation:

EXECUTED as a deed this day of 20

NOTES:

- If the Client is a sole trader or partnership all owner(s)/partners should sign the personal guarantee.
- If the Client is a club or incorporated society, the guarantors should be the president and secretary or the president or secretary and another committee member.





GUARANTEE AND INDEMNITY

IN CONSIDERATION of Kintyre Meats Limited ("KML") supplying and continuing to supply goods to _____ (the Client)

I / WE JOINTLY AND SEVERALLY:

- GUARANTEE** the payment on demand to KML of all moneys now owing to KML by the Client and all further sums of money from time to time owing to KML by the Client in respect of goods and services supplied or to be supplied by KML to the Client or any other liability of the Client to KML, and the due observance and performance by the Client of all of its obligations contained or implied in any contract with KML, including, but, not limited to the Terms and Conditions of Trade signed by the Client. If for any reason the Client does not pay any amount owing to KML, the Guarantor will immediately on demand pay the relevant amount to KML. In consideration of KML agreeing to supply the Goods to the Client, 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 these terms and conditions and the Guarantor acknowledges that this personal guarantee and indemnity institutes a security agreement for the purposes of the Personal Property Securities Act 1999 ("PPSA") and unequivocally consents to KML registering any interest so charged. The Guarantor irrevocably appoints KML and each director of KML as the Guarantor's true and lawful attorney/s to perform all necessary to give effect to this clause, including, but, not limited to:
 - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; or
 - register any other document required to be registered by the PPSA or any other law; or
 - correct a defect in a statement referred to in clause 1 (a) or 1 (b).
- HOLD HARMLESS AND INDEMNIFY** KML on demand, as a separate obligation, against any liability (including but not limited to damages, costs, losses, debt collection and legal fees) incurred by or assessed against KML in connection with:
 - the supply of goods or services to the Client; or
 - the recovery of money owing to KML by the Client including the enforcement of this guarantee; or
 - money paid by KML with the Client's consent in settlement of a dispute that arises or results from a dispute between, KML, the Client, and a third party, or any combination thereof, over the supply of goods or services by KML to the Client.
- ACKNOWLEDGE** 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 and not be satisfied or discharged by the Client's account at any time or times coming into nil or credit balance until the whole of moneys owing to KML by the Client and all obligations herein have been fully paid, satisfied and performed and KML has agreed in writing to release you from this document.
 - shall bind me/us and my/our personal representatives as a principal debtor and liable to KML accordingly without affecting the Client's obligations to KML.
 - is in addition to and not in substitution for any other guarantee or security or other rights which KML may presently have or may subsequently acquire and this Guarantee may be enforced without having recourse to any such guarantees, securities or rights and without making demand or taking proceedings against the Client.
- FURTHER ACKNOWLEDGE** that the liability under this Guarantee and Indemnity of any guarantor shall not be impaired, released, prejudiced or limited by:
 - KML's day to day operation of the Client's credit account (including termination of supply), granting of credit, extension of further credit, granting of time, waiver, indulgence, neglect to sue or release from partial or total liability, or any other thing whereby the guarantor(s) would have been released had the guarantor(s) been merely a surety, on KML's part whether in respect of the Client or any one or more of any other guarantor(s) or otherwise;
 - a failure by any named guarantor to properly execute this deed; and/or
 - any assignment or transfer of this Guarantee and Indemnity or the terms of any agreement between the Client and KML.
- Agree that as security for the amount owing to us (by the Client or by you as guarantor) from time to time, in consideration of amongst other things the forbearance to sue immediately for any debt, you hereby agree to grant a registered mortgage over all present and after-acquired land in New Zealand in which you have an interest in on the most current Auckland District Law Society all moneys memorandum of mortgage (as updated from time to time) and acknowledge that we may lodge a caveat over all such land pending registration of the mortgage.
- Understand that where I am / we are an individual, that this information is being collected in accordance with the Privacy Act 2020 and that I/we have rights of access to and correction of personal information held by KML. I/we agree and authorise KML to obtain or divulge any information about you (including adverse information) from or to any third party (including credit reporting and debt collection agencies) in the course of its business activities including but not limited to:
 - considering my/our credit worthiness and the operation of the account by KML;
 - assisting KML to meet my/our credit obligations including tracing my/our whereabouts;
 - notifying other credit providers, reporters or debt collection agencies of any information relating to the subsequent operation of this account including any default by me/us; & marketing of future goods and services.
- Expressly acknowledge that the terms of this agreement and KML's terms and conditions of supply to the Client have been read, understood and accepted without reservation.
- Unless otherwise expressly agreed in writing by KML, these terms and conditions express the entire understanding and agreement between the guarantor and KML; and
- Before you sign the Personal Guarantee KML suggest you seek independent legal advice. We acknowledge that KML have advised me to seek independent legal advice in respect of my obligations under this Personal Guarantee & Indemnity and have given me the opportunity to do so. I have either done so or elected not to before signing the Personal Guarantee.

BY SIGNING THIS APPLICATION YOU ARE ALSO PERSONALLY GUARANTEEING THE APPLICANT'S OBLIGATIONS WITH KML. YOU SHOULD READ YOUR PERSONAL OBLIGATIONS UNDER OUR TERMS OF TRADE AND SEEK INDEPENDENT LEGAL ADVICE.

GUARANTOR 1

Signed: _____ Full Name: _____

Residential Address: _____ DOB: / / Drivers Licence Number: _____

SIGNATURE OF WITNESS

Signed: _____ Name of Witness: _____

Present Address: _____ Occupation: _____

EXECUTED as a deed this _____ day of _____ 20_____

GUARANTOR 2

Signed: _____ Full Name: _____

Residential Address: _____ DOB: / / Drivers Licence Number: _____

SIGNATURE OF WITNESS

Signed: _____ Name of Witness: _____

Present Address: _____ Occupation: _____

EXECUTED as a deed this _____ day of _____ 20_____

NOTES:

- If the Client is a sole trader or partnership all owner(s)/partners should sign the personal guarantee.
- If the Client is a club or incorporated society, the guarantors should be the president and secretary or the president or secretary and another committee member.



