



Buyer Application Form

Application for the Supply of Produce

Effective 24 November 2022

Please visit www.mggroup.co.nz

for more company information



MARKET GARDENERS LTD
trading as **MG**
www.mggroup.co.nz

Version 12 11 22

BUYER APPLICATION FORM

APPLICATION FOR THE SUPPLY OF PRODUCE (PAGE 1 of 3)

*BUYER NAME

DATE OF BIRTH

(1) Non-company applicants

--	--	--	--	--	--

DD / MM / YY

DATE OF BIRTH

(2) Non-company applicants

--	--	--	--	--	--

DD / MM / YY

HOME ADDRESS

*Under the requirements of the Personal Property Securities Act 1999 (PPSA) names stated must be the FULL name of an individual applicant, or the FULL name of a Company, or the FULL names of all Partners in a Partnership

TRADING NAME

POSTAL ADDRESS

POSTAL CODE

BUSINESS STREET ADDRESS

POSTAL CODE

CONTACT NAME

TELEPHONE NUMBER

 ()

EMAIL ADDRESS

MOBILE NUMBER

 ()

FAX NUMBER

 ()

WEBSITE

PLEASE TICK WHERE APPROPRIATE

Sole Trader

Partnership

Company

Other

Please specify

NAMES OF DIRECTORS / PARTNERS

FIRST NAME

FAMILY NAME

PRIVATE ADDRESS

DATE OF BIRTH

TELEPHONE

BANK

BRANCH

ACCOUNTANT

PHONE

 ()

SOLICITOR

PHONE

 ()

PAYMENT TERMS

Payment must be made **seven days** from the date of purchase by way of direct debit unless: the Buyer has been placed on cash only terms; or purchase payment terms have been agreed as set out below.

PAYMENT TERMS (Filled out by branch)

BUYER APPLICATION FORM

APPLICATION FOR THE SUPPLY OF PRODUCE (PAGE 2 of 3)

IDENTIFICATION

PLEASE ATTACH A COPY OF EACH BUYER'S AND GUARANTOR'S PASSPORT, DRIVERS LICENCE AND PROOF OF ADDRESS (SUCH AS A PHONE OR POWER INVOICE)

BUYER IDENTIFICATION

	PASSPORT
	DRIVERS LICENCE
	PROOF OF ADDRESS

GUARANTOR IDENTIFICATION

	PASSPORT
	DRIVERS LICENCE
	PROOF OF ADDRESS

GUARANTEE (APPLIES TO ALL)

MG may require guarantees from some or all directors, trustees and/or shareholders (or similar) of Buyers operating as limited liability companies, trusts, incorporated societies or other entities, where MG considers guarantees are appropriate. MG may decline any application on the basis of refusal of any such person(s) to provide guarantees when requested.

The undersigned jointly and severally unconditionally and irrevocably guarantee to MG: the due and punctual performance of the Buyer (named above) in meeting the obligations owing to MG from time to time under the trading terms set out in MG's "Full Terms and Conditions with Buyers" or otherwise agreed in writing with MG from time to time; and the due and punctual payment of all monies payable to MG by the Buyer now or at any time for the supply of produce howsoever arising, as if the guarantor(s) were the principal debtors. The undersigned jointly and severally indemnify MG, and shall keep MG indemnified, from all loss, cost, expense or damage suffered or incurred by MG by virtue of the failure of the Buyer to comply with the "Full Terms and Conditions with Buyers" (including the obligation to pay all monies payable to MG) or by MG obtaining or attempting to obtain payment of all or any monies payable to MG (including legal costs and disbursements on a solicitor and own client basis).

The undersigned are not relieved from liability under this guarantee, nor are their obligations affected, by anything which, but for this clause, might operate to discharge or affect the obligations of, or otherwise provide a defence to, the undersigned, including any amendment to or variation of the terms set out in this form or the trading terms between MG and the Buyer or any granting of time, credit, waiver, forbearance to sue on the part of MG, indulgence, variation in the amount of credit afforded by MG to the Buyer or other concession given to, or made with the Buyer (the happening of which would release one liable as surety only).

The undersigned acknowledge that MG recommends that they obtain independent legal advice as to the effect of this guarantee and the potential liability faced by them as guarantor(s). The undersigned confirm that they have obtained or elected not to obtain such independent legal advice and have agreed to provide this guarantee. The undersigned acknowledge that they will be bound by this guarantee whether or not any other director, trustee, shareholder (or similar) signs.

The undersigned have entered into this guarantee and indemnity of their own volition and not in reliance on any representation made by or on behalf of MG. No amendments to the terms of this guarantee and indemnity will be effective unless they are in writing and signed by MG. Nothing in clauses 5.1 to 5.4 of Section C of MG's "Full Terms and Conditions with Buyers" applies to this guarantee and indemnity.

FULL NAME

SIGNATURE

WITNESS NAME

WITNESS SIGNATURE

WITNESS OCCUPATION

WITNESS ADDRESS

FULL NAME

SIGNATURE

WITNESS NAME

WITNESS SIGNATURE

WITNESS OCCUPATION

WITNESS ADDRESS

DATED THE

_____ DAY OF _____ 20 ____

DATED THE

_____ DAY OF _____ 20 ____

PLEASE CONTINUE TO NEXT PAGE

Market Gardeners Ltd trading as **MG**



BUYER APPLICATION FORM

APPLICATION FOR THE SUPPLY OF PRODUCE (PAGE 3 of 3)

PRIVACY

MG respects your privacy. The personal information provided or obtained in support of this application (whether on this form or otherwise) will be collected, used, held and disclosed in accordance with the Privacy Act 2020 and MG's privacy policy, which is available at www.mggroup.co.nz/privacy-policy.

ACKNOWLEDGEMENT

1. The Buyer agrees to: purchase produce from MG on the terms set out in MG's "Full Terms and Conditions with Buyers", as may be amended or replaced from time to time in accordance with those terms (a copy of which are available at www.mggroup.co.nz/customers/our-customers); and be bound by, and do all things necessary to comply with the Buyer's obligations in, MG's "Full Terms and Conditions with Buyers".
2. In accordance with the Personal Property Securities Act 1999 (the Act), MG may register its ownership of produce supplied to the Buyer and its rights under the "Full Terms and Conditions" with Buyers in accordance with the Act. The Buyer agrees to sign any further documents and provide any information reasonably required by MG to enable MG to register that information. The Buyer agrees to immediately notify MG of any change to its name, address, or any other details set out in this Application.
3. The Buyer confirms that all information provided in this Application Form is true and correct in all material respects.

SIGNATURE

POSITION

FULL NAME

DATED THE

_____ DAY OF _____ 20 _____

IDENTIFICATION

PLEASE ATTACH A COPY OF EACH BUYER'S AND GUARANTOR'S PASSPORT, DRIVERS LICENCE AND PROOF OF ADDRESS (SUCH AS A PHONE OR POWER INVOICE)

COMPLETED APPLICATION FORM TO BE EMAILED, POSTED OR HANDED TO YOUR MG BRANCH MANAGER