



**Foodstuffs**  
South Island

**Non-Member  
Wholesale  
Customer  
*Information*  
Pack**

# About Wholesale at Foodstuffs South Island

At Foodstuffs South Island, we have a clear purpose: Together we feed the South Island and create successful communities. As part of this, we have a role to play in providing our wholesale customers with groceries at a great price, so you can offer better value to your customers.

We're committed to contributing to the success of local businesses, acting as a dependable wholesale partner, offering a great range, prompt delivery services, and excellent customer service to make the wholesale shopping experience as easy as we can. We have nearly 100 years of retail history and large-scale operations, which you can leverage for your success.

If you're a business supplying groceries to consumers, we have a solution to suit your needs. We partner with thousands of suppliers who provide high quality products in the following indicative ranges, distributed from Foodstuffs South Island Distribution Centres:

- Grocery
- Chilled & Frozen
- Butchery
- Produce
- Liquor
- General Merchandise & Hygiene

Reach out to our dedicated Trens Wholesale support team to find out more about how we can support your business and feed the South Island together.



# Contact Us

Our dedicated Customer Services team are here to help, and you can connect with them using the details below for any questions.

If you're interested in signing up to become a wholesale access customer, please complete the following forms and send them to our Customer Services team:

- Non-Member Wholesale Credit Application
- Non-Member Wholesale Direct Debit Form

## Customer *Service* Centre

### HOURS

Monday – Friday

8.00am – 4.30pm

### ORDERS

WholesaleOrders@fssi.co.nz

### CUSTOMER SERVICES

WholesaleEnquiries@fssi.co.nz

# Non-Member Wholesale Credit Application

Application for supply of groceries from Foodstuffs South Island Distribution Centers.

*By completing and submitting this application form, you confirm your acceptance of the General Terms and Conditions below.*

Company Information	
Legal entity	
Trading as	
NZBN	
Name of Director (1)	
Name of Director (2)	
Contact number	
Street Address	Postal Address (if different to Street Address)
Street number	Street number
Street	Street
Suburb	Suburb
Town, postcode	Town, postcode

Personal Information (please complete for each Director/Partner/Proprietor/Trustee/Shareholder)	
Applicant 1	
Full Name	
Designation	
Date of Birth	
Contact Number	
Street Address	Postal Address (if different to Street Address)
Street	Street
Suburb	Suburb
Town, Postcode	Town, Postcode
Country	Country
Town, postcode	Town, postcode

<b>Personal Information</b> (please complete for each Director/Partner/Proprietor/Trustee/Shareholder)	
Applicant 2	
Full Name	
Designation	
Date of Birth	
Contact Number	
Street Address	Postal Address (if different to Street Address)
Street	Street
Suburb	Suburb
Town, Postcode	Town, Postcode
Country	Country
Town, postcode	Town, postcode

<b>Personal Information</b> (please complete for each Director/Partner/Proprietor/Trustee/Shareholder)	
Applicant 3	
Full Name	
Designation	
Date of Birth	
Contact Number	
Street Address	Postal Address (if different to Street Address)
Street	Street
Suburb	Suburb
Town, Postcode	Town, Postcode
Country	Country
Town, postcode	Town, postcode

Purchasing Profile		Nature of goods to be supplied	
Product Notes	Product	Pallet	Carton
	<input type="checkbox"/> Produce		
	<input type="checkbox"/> General Merchandise		
	<input type="checkbox"/> Bulk Foods		
	<input type="checkbox"/> Grocery		
	<input type="checkbox"/> Liquor		
	<input type="checkbox"/> Deli		
	<input type="checkbox"/> Dairy		
	<input type="checkbox"/> Frozen		
	<input type="checkbox"/> Seafood		
	<input type="checkbox"/> Butchery		
Will you be reselling the goods at retail ?			
Liquor Licence No (if requesting liquor)			
How many stores do you operate in the South Island?			
Industry			
	<input type="checkbox"/> Grocery		
	<input type="checkbox"/> Retail		
	<input type="checkbox"/> Convenience		
	<input type="checkbox"/> Not for Profit		
	<input type="checkbox"/> Food & Beverage		
	<input type="checkbox"/> Distribution		
Delivery Facilities (no FSSI DC pickups allowed)	<input type="checkbox"/> Deliver to Wholesale Customer DC <input type="checkbox"/> Deliver to Wholesale Customer Store		
Delivery Address (please list all delivery addresses)			
Delivery location 1			
Delivery location 2			
Delivery location 3			
Delivery location 4			
Additional delivery locations			
Expected delivery frequency (weekly, fortnightly, monthly)			

## Customer Declaration

In consideration of us agreeing to supply Goods (and any associated services) to the customer named above, you (or in the case of a customer that is not a private individual, on behalf of the customer you):

1. Agree to the General Terms and Conditions attached to or supplied with this form; and
2. Declare that the information supplied in this form is correct and no information has been withheld that might affect our decision to supply Goods to the customer.

Full Name \_\_\_\_\_ Date \_\_\_\_\_

Designation \_\_\_\_\_ Signature \_\_\_\_\_

## Guarantor(s) Declaration

**GUARANTEE:** (to be given by all the Customer's Directors and Shareholders unless we advise otherwise)

In consideration of **Foodstuffs South Island Limited** agreeing to supply Goods (and any associated services) to the Customer at my/our request I/We

1. Unconditionally agree to **Foodstuffs South Island Limited** the due and punctual payment by the Customer of all moneys payable in accordance with the Terms of Trade attached to or supplied with this form as and when the same become due and payable by the Customer.
2. Agree to be deemed as principal debtor for all accounts held by the Customer with **Foodstuffs South Island Limited**, and to be bound by the Terms of Trade attached to or supplied with this form.
3. Agree that this guarantee is both joint and several.
4. Certify that I/We are not undischarged bankrupts or liable under any proceedings under the Insolvency Act 2006 and its amendments.
5. Agree that our liability under this guarantee shall not be discharged, abrogated, prejudiced or affected by:
  - 1.1. a. the granting of time, credit or the indulgence or other concession to the Customer;
  - 1.2. b. any alteration, modification, variation, or addition to any agreement in respect of the supply of goods and services; or
  - c. any other act, omission, or event which but for this provision might operate to discharge, impair or otherwise affect, my/our obligations under this guarantee or any powers or remedies conferred upon **Foodstuffs South Island** by this guarantee or by law

### GUARANTOR 1

Full Name \_\_\_\_\_ **Witnessed by**

Designation \_\_\_\_\_ Full Name \_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Photo ID attached \_\_\_\_\_

**GUARANTOR 2**

Full Name _____	<b>Witnessed by</b>
Designation _____	Full Name _____
Signature _____	Signature _____
Date _____	Photo ID attached _____

**GUARANTOR 3**

Full Name _____	<b>Witnessed by</b>
Designation _____	Full Name _____
Signature _____	Signature _____
Date _____	Photo ID attached _____

**GUARANTOR 4**

Full Name _____	<b>Witnessed by</b>
Designation _____	Full Name _____
Signature _____	Signature _____
Date _____	Photo ID attached _____



# General Terms and Conditions

## 1. Wholesale supply

- 1.1 We agree to supply you with grocery products (Products) on the terms set out in this wholesale customer supply agreement and our Wholesale Customer Policy which can be found online at <https://www.foodstuffs-si.co.nz/partnering-with-us/wholesale-grocery-supply> (Agreement).
- 1.2 By agreeing to purchase Products from us, you agree to the terms in this Agreement to the exclusion of your terms (if any).
- 1.3 You represent and warrant that you are obtaining the wholesale supply of Products from us solely for the purpose of supplying the Products, directly or indirectly, at retail to consumers.

## 2. Delivery

- 2.1 We will deliver the Products to the address or addresses nominated by you from time to time.
- 2.2 We may charge you storage and transportation expenses if you fail or refuse to take or accept delivery or indicate to us that you will fail to do so.
- 2.3 We reserve the right to deliver Products by instalments and shall not be liable to you for any delay or failure to supply the Products.

## 3. Title and risk

- 3.1 We will retain title to the Products we supply you until they have been paid for in full and you have performed all your other obligations under this Agreement.
- 3.2 Risk in all Products passes to you when the Products are delivered. You will insure the Products for their full price and will not sell, dispose or part with possession of the Products or do anything else inconsistent with our ownership of the Products from Delivery until title in them passes to you.

## 4. Price

- 4.1 Our base price for the Products is the price we receive from our direct suppliers, and you will obtain the benefit of any range, quantity or frequency-based discount, payment or rebate that we receive from direct suppliers (Base Price).
- 4.2 Fresh fruit, vegetables, meat, seafood and other primary produce is ordered and purchased on a daily basis by us. The Base Price for any order you place will be the best price received from a Supplier at that time.

- 4.3 Our price to you shall comprise the Base Price, the cost of warehousing and freight, and a commercial margin.
- 4.4 All prices are exclusive of GST and other taxes and duties, which shall be paid by you.
- 4.5 Unless we agree otherwise in writing, the amount you will be charged will be the price as at the date of Delivery. The prices and delivery fees that apply will be set out in the invoice, receipt or other documentation provided by us to you.

## 5. Payment

- 5.1 You must pay for Products by direct debit on the due date printed on the weekly statement unless we agree with you otherwise.
- 5.2 You agree to give any further securities as we (acting reasonably) may from time to time require, in the form required by us, and to comply with all of your obligations under those securities.
- 5.3 All payments shall be made without set-off or deduction. You remain liable for payment until payment is received by us.

## 6. Default

- 6.1 You will be in Default if:
  - (a) you fail to pay an amount due under this Agreement by the due date for payment; or
  - (b) you commit a breach of any of your other obligations under this Agreement or the terms of any other contract or security you have entered into, or enter into in the future, with us or one of our related entities; or
  - (c) you become insolvent, are wound up, have a receiver appointed, enter into any composition or arrangement with your creditors, do any act which would render you liable to be placed in liquidation or have a receiver appointed over your property, commit an act of bankruptcy; or cease to be of full legal capacity;
  - (d) Products that we have retained title to are at risk; or
  - (e) an event or a series of events (whether related or not) occurs which, in our opinion, may cause a material adverse change in your ability to meet your obligations to us.
- 6.2 If you are in Default and you fail to remedy the Default within 14 days' after we give written notice to you of such Default, or the Default

cannot be remedied, then we may, at our option, do any one or more of the following:

- (a) charge you default interest at a rate of 21% per annum on any late payments, calculated in accordance with clause 6.3;
- (b) require you to remedy the default in the manner and within a period that we tell you;
- (c) require you to pay to us all amounts you owe us immediately;
- (d) suspend or terminate your account with us;
- (e) enforce security interests created by this Agreement;
- (f) exercise any rights that we have under this Agreement or that are available to us at law.

6.3 Default interest shall accrue on a daily basis from the due date until the date payment is received. Interest will be charged to your account on the Monday of each week commencing on the Monday following the due date on which the default was made. If that default interest is not paid by the Monday immediately following, we may compound the interest charged so that it becomes part of the total outstanding amount

6.4 We may suspend or terminate your account with us at any time in our sole discretion. If your account is terminated, you must immediately pay us any amount you owe us. Termination will not affect any of our rights that have arisen before termination.

**7. Personal Properties Securities Act 1999 (“PPSA”)**

7.1 Clause 3.1 creates a security interest in Products we supply to you and their proceeds.

7.2 You shall not grant any other security interest or any lien over Products that we have a security interest in.

7.3 At our request you shall promptly sign any documents and do anything else required by us to ensure our security interest constitutes a first ranking perfected security interest in the Products.

7.4 You will pay to us (if demanded) all fees and expenses incurred by us in relation to filing a financing statement or a financing change statement in connection with this Agreement.

7.5 We may at any time enter your premises and properties to uplift Products that we have a security interest in.

7.6 You waive any rights you may have under sections 114(1)(a), 116, 120, 121, 125, 126, 127, 129,

7.7 131, 133, and 134 of the PPSA.

7.8 You waive your right to receive a copy of any verification statement (as that term is defined in the PPSA).

7.9 You shall give us prior written notice of any proposed change of your name or address.

**8. Warranties and liability**

8.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986, and other statutes may impose warranties, conditions or obligations upon us which cannot by law (or which can only to a limited extent by law) be excluded. Other than as expressly provided for in this Agreement, we exclude all such imposed warranties, conditions or obligations to the extent permitted by law and exclude any warranty, condition or obligation imposed or implied under common law, equity or otherwise.

8.2 You acknowledge that you are acquiring the Products from us for the purposes of a business in terms of sections 2 and 43 of the Consumer Guarantees Act 1993 and that you are not a consumer as defined under that Act.

8.3 We do not warrant that any Products we sell you will meet any particular specifications or be fit for any particular purpose.

8.4 Any claims concerning goods must be made within 48 hours of receipt of the goods for damaged Products, or the due date for delivery for missing goods. Where we accept liability for damaged or missing Products, our only liability is to either, at our option, resupply the Products or refund all or part of the purchase price for the relevant Products.

8.5 We will not be liable to you for any consequential, indirect or special damage or loss of any kind (including loss of profits) sustained by you in connection with this Agreement.

8.6 You agree to indemnify us against any loss or damage we incur, whether in contract, tort (including negligence), equity or otherwise, that is caused by you.

**9. Privacy of information**

9.1 The Applicant authorises us to:

- (a) obtain and rely upon credit reports from its credit reporting provider or other credit providers on the Applicant and if a limited liability company, on the company and its directors for the purpose of assessing this and any other application which the Applicant may make for credit; The information may be used

for the purpose of marketing and furthering our relationship.

(b) make any enquires relevant to the statements or information given to us at any time which we consider necessary, and for that purpose, to seek from any bank, financial institution, accountant, credit agency, past or present employer, advisor or any other party any additional information including the details of the accounts and financial affairs of you and of each Guarantor,

(c) disclose information about you to:

(i) our suppliers and any other parties that we consider can assist to further our relationship with you and improve the benefits we can offer to you and our other customers;

(ii) any person who guarantees, or who provides insurance, or who provides any other credit support, in relation to your obligations to us; and

(iii) such persons as may be necessary or desirable to enable us to exercise any power or enforce or attempt to enforce any of our rights, remedies and powers under this Agreement.

## **10. Grocery Industry Legislation**

10.1 The Parties acknowledge that this Agreement is subject to the Grocery Industry Competition Act 2023, including any associated regulations, Codes, and any amendments to the same (Grocery Industry Law).

10.2 You agree that we may modify this Agreement where required to comply with any Grocery Industry Law and we will notify you of any such amendments in writing.

10.3 The parties agree to adhere to the Grocery Industry Law and give effect to its provisions in their dealings with each other.

## **11. Dispute resolution**

11.1 If any dispute arises out of, or in connection with, this Agreement (Dispute), you may refer the Dispute to the Grocery Industry Dispute Resolution Scheme in accordance with Part 4, Subpart 5 of the Grocery Industry Competition Act 2023 (Grocery DR Scheme).

11.2 If the Grocery DR Scheme does not apply, or you do not elect to refer the Dispute to the Grocery DR Scheme, then the following dispute resolution procedure will apply:

(a) Neither party shall commence proceedings

against the other without first complying with this clause 11.2.

(b) A party claiming a dispute shall give written notice to the other party detailing the nature of the Dispute (Dispute Notice).

(c) The parties will engage with each other in good faith to attempt to resolve the Dispute. If the Dispute cannot be resolved within 10 working days of the Dispute Notice, the parties shall refer the Dispute to mediation.

(d) Until the Dispute is resolved the parties shall continue to comply with the terms of this Agreement as they were before the Dispute Notice was issued.

(e) Nothing in this clause restricts either party from seeking urgent injunctive relief from the Courts of New Zealand.

## **12. Confidentiality**

12.1 The parties agree that all information disclosed and received between the parties and/or otherwise in connection with the supply of Products under this agreement, including information relating to pricing (Confidential Information), must be treated as confidential at all times.

12.2 Neither party may use the Confidential Information other than for the purpose for which it was disclosed and may only disclose it or make it available or accessible to employees or agents who need to have that information in connection with that purpose.

12.3 This clause 12 does not apply if the information:

(a) is publicly available; or

(b) comes into possession or knowledge of a party:

(i) independently of the other party; and

(ii) without any breach of subclause 12.2.

## **13. Trading relationship**

13.1 Nothing in this Agreement shall prevent you from creating and maintaining your own trading relationships and terms with a supplier for any commercial purpose whatsoever.

## **14. Costs**

14.1 You must pay our costs (including legal costs, as between solicitor and client) of and incidental to the enforcement or attempted enforcement of our rights, remedies and powers under this Agreement.

**15. Credit information**

15.1 You consent to us, and any financier or credit-rating agency, making enquiries of and obtaining any information about your financial standing and credit worthiness and that of each Guarantor, respectively.

**16. Force majeure**

16.1 If we have given you a time for Delivery of the Products (or any part of them), such time is approximate only and is not deemed to be of the essence.

16.2 We shall not be liable for delay or failure to perform our obligations under this Agreement if the cause of delay or failure is beyond our reasonable control.

**17. General**

17.1 This Agreement replaces any earlier representations, warranties, understandings and agreements (whether oral or written), and together with your Credit Application constitute the entire agreement between us and you relating to their subject matter.

17.2 You shall not transfer or assign your rights or obligations under this Agreement without our prior written consent. If the customer is a company, any effective change in control of the company will be an assignment of this Agreement

requiring our prior written consent.

17.3 If you have entered into this Agreement as the trustee of a trust and you have no right to or interest in any of the assets of the trust except in your capability as trustee of the trust, your liability shall be limited to the value of the assets of the trust which now or in the future are (or, but for your willful neglect or default, would be) in the hands of the trustees for time being of the trust. This clause does not limit any liability you have to us as a personal guarantor.

17. No failure or delay by us in insisting upon the strict performance of this Agreement or exercising any right under this Agreement will operate as a waiver of those matters.

17.5 We may change this Agreement at any time. Any change applies from when we notify you of that change.

17.6 Your Credit Application may be executed by each signatory in separate counterparts and electronic copies which together shall constitute one agreement.

17.7 This Agreement and any arrangement between you and us are subject to the laws of New Zealand and the parties agree that they are subject to the exclusive jurisdiction of the courts of New Zealand.

# Foodstuffs South Island Non-Member Wholesale Customer Direct Debit Form

## Authority to accept Direct Debits

Name of Account to be debited \_\_\_\_\_

Account details                                  

Bank                                      Branch                                      Account                                      Suffix

**To the Manager:** Please print full postal address clearly

<b>Authorisation Code</b>	
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Bank	Date
Branch	
Address	

I/We authorise you until further notice in writing to debit my/our account with you with all amounts which Foodstuffs South Island Limited (hereinafter referred to as the Initiator) the registered initiator of the above Authorisation Code, may initiate by Direct Debit.

I/We acknowledge and accept that the Bank accepts this authority only upon the conditions listed on this form.

**Information to appear in my/our bank statement**

Account Name	
Payer Particulars	
Payers Code	
Payers Reference	
Authorised Signature(s) Sign here <span style="color: red;">→</span>	

**For Bank Use Only**

Approved		BANK STAMP
Date Received		
Recorded by:		
Checked by:		

**CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS**

1. The Initiator:
  - (a) Has agreed to give advance Notice of the net amount of each Direct Debit and the due date of the debiting at least 7 calendar days (but not more than 2 calendar months) before the date when the Direct Debit will be initiated. This notice will 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).  
  
 The advance notice will include the following message:-  
 “Unless advice to the contrary is received from you by (date\*), the amount of \$..... will be directly debited to your Bank account on (initiating date).”  
 \*This date will be at least two (2) days prior to the initiating date to allow for amendment of Direct Debits.

- (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 the 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 prior to the Direct Debit being paid by the Bank.
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.
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.