

CUSTOMER INFORMATION FORM

Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Customer Details: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:		
Full or Legal Name:		
Physical Address:		Postcode:
Billing Address:		Postcode:
Email Address:		
Phone No:	Fax No:	Mobile No:
Personal Details: <i>(please complete if you are an Individual)</i>		
D.O.B.:		Driver's Licence No:
Business Details: <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>		
Trading Name:		GST No: <i>(if applicable)</i>
Company Number:		Date Incorp. <i>(current owners):</i>
Contact Person:		Phone No.:
Nature of Business:		
Directors / Owners / Trustee: <i>(if more than two, please attach a separate sheet)</i>		
(1) Full Name:		D.O.B.:
Private Address:		Postcode:
Driver's Licence No:	Phone No:	Mobile No:
(2) Full Name:		D.O.B.:
Private Address:		Postcode:
Driver's Licence No:	Phone No:	Mobile No:

I certify that the above information is true and correct and that I accept the supply of credit by the Supplier *(if applicable)*. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Natural Field Enterprises Limited which form part of and are intended to be read in conjunction with this Customer Information Form and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein.

SIGNED (CUSTOMER): _____ SIGNED (SUPPLIER): _____
 Name: _____ Name: _____
 Position: _____ Position: _____
 Date: _____ Date: _____

OFFICE USE ONLY		
Account / Ref. No.	DATA INPUTTED	DATE
		/ /

Natural Field Enterprises Limited – Terms & Conditions of Trade

1.1	Definitions Contract means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract. Cookies means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client or website, and can be accessed either by the web server or the client's computer. If the Customer does not wish to allow Cookies to operate in the background when using the Supplier's website, then the Customer shall have the ability to enable or disable the Cookies and to delete the cookies from the party to enable / disable provided on the website, prior to making enquiries via the website.	7.5	The Supplier may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions. 7.6 Any time specified by the Supplier for Delivery of the Goods is an estimate only and the Supplier will not be liable for any loss or damage incurred by the Customer as a result of Delivery being late. However both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as warranted between both parties. In the event that the Supplier is unable to supply the Goods as agreed solely due to any action or inaction of the Customer, then the Supplier shall be entitled to charge a reasonable fee for redelivery and/or storage.	(c)	The Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment of the business or its assets to a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
1.2	Customer means the person, entities or any person acting on behalf of and with the authority of the Customer requesting the Supplier to provide the Services as specified in the order. Where the Customer is a partnership, it shall bind each partner jointly and severally and if the Customer is a partnership, it shall bind each partner jointly and severally and if the Customer is a Trust, shall be bound in their capacity as a trustee and includes the Customer's executors, administrators, successors and permitted assigns.	8.1	Risk Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery. 8.2 If the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Customer, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's right to receive insurance proceeds without the need for any person dealing with the Supplier to make further enquiries.	16.1	Cancellation Without prejudice to any other remedies the Supplier may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions the Supplier may suspend or terminate the supply of Goods to the Customer. The Supplier shall not be liable to the Customer for any loss or damage the Customer suffers because the Supplier has exercised its right under this clause.
1.3	Price means the Price payable (plus any Goods and Services Tax ("GST") where applicable) for the Goods as agreed between the Supplier and the Customer in accordance with clause 6.1.	8.3	If the Customer requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver Goods to an unattended location then such Goods shall be left at the Customer's sole risk.	16.2	The Supplier may cancel any Contract to which these terms and conditions apply or written notice to the Customer. On giving such notice the Supplier shall repay to the Customer any money paid by the Customer for the Goods. The Supplier shall not be liable for any loss or damage whatsoever arising from such cancellation.
1.4	Goods means all Goods or Services supplied by the Supplier to the Customer at the Customer's request from time to time (where the context so permits the terms Goods or Services shall be interchangeable for the other).	9.1	Title The Supplier and the Customer agree that ownership of the Goods shall not pass until: (a) the Customer has paid the Supplier all amounts owing to the Supplier; and (b) the Customer has met all of its other obligations to the Supplier.	16.3	In the event that the Customer cancels or delays the Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by the Supplier as a direct result of the cancellation (including, but not limited to, any loss of profits). Cancellation of orders for Goods made under the Customer's specifications or for non-stock items, will definitely not be accepted once production has commenced, or an order has been placed.
1.5	Supplier means Natural Field Enterprises Limited, its successors and assigns.	9.2	It is further agreed that until ownership of the Goods passes to the Customer in accordance with clause 9.1: (a) the Customer is only a bailee of the Goods and must return the Goods to the Supplier on request; (b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for the Supplier and must pay to the Supplier the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed; (c) the Customer must not sell, dispose, or otherwise part with possession of Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for the Supplier and must pay to the Supplier on demand. (d) the Customer may not use the Goods or parts with possession of the Goods with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as its directs. (e) the Customer irrevocably authorises the Supplier to enter any premises where the Supplier believes the Goods are kept and recover possession of the Goods. (f) the Supplier may recover possession of any Goods in transit whether or not Delivery has occurred. (g) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain in the possession of the Supplier. (h) the Supplier may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.	16.4	All any documents, images or other recorded information held or used by the Supplier is "Personal Information" as defined and referred to in clause 17.3 and therefore considered confidential. The Supplier acknowledges its obligation to protect Personal Information and to process and processing of Personal Information pursuant to the Privacy Act 2020 (the "Act") including Part I of the OECD Guidelines as set out in the Act. The Supplier acknowledges that in the event it becomes aware of any data breaches or disclosure of the Customer's Personal Information, held by the Supplier that may result in a breach of the Act, the Supplier will notify the Customer in accordance with the Act. Any release of such Personal Information must be in accordance with the Act and must be approved by the Customer in writing. Notwithstanding clause 17.1, privacy limitations will extend to the Supplier in respect of Cookies where the Customer utilises the Supplier's website to make enquiries. The Supplier agrees to display relevant notices to the Customer in relation to the collection of Personal Information such as the Customer's: (a) IP address, browser, email client type and other similar details; (b) electronic contact details (email, Facebook or Twitter details); (c) reports are available to the Supplier when the Supplier sends an email to the Customer, so the Supplier may collect and review that information ("collectively Personal Information") for the purpose of assessing the Customer's creditworthiness; or (d) for the purpose of marketing products and services to the Customer. (e) disclose information about the Customer, whether collected by the Supplier from the Customer or from a third party, to any other credit provider or any other credit provider for the purposes of providing or obtaining a credit reference, debt collection or notifying a credit reference agency of the Customer's credit history.
1.6	Acceptance The Customer is taken to have exclusively accepted and is immediately bound, and severally, by these terms and conditions if the Customer places an order for or accepts Delivery of the Goods.	9.3	Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that: (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and (b) a security interest is taken in all Goods that have previously been supplied and that will be supplied in the future by the Supplier to the Customer in the proceeds from such Goods as listed by the Supplier to the Customer in invoices rendered from time to time.	17.1	Where the Customer is an individual, the authorities under clause 17.3 are authorities or consents for the purposes of the Privacy Act 2020.
2.1	In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.	10.1	The Customer undertakes to: (a) sign any documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Supplier may reasonably require to register a financing statement or receipt by the Supplier under the Personal Property Securities Act 1999 (the "PPSA") and upon demand reimburse the Supplier for all expenses incurred in registering a financing statement or releasing any Goods registered; (b) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods or the proceeds of such Goods in favour of any party without the prior written consent of the Supplier; and (c) immediately advise the Supplier of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.	17.2	The Customer shall have the right to request (by e-mail) from the Supplier a copy of the Personal Information held or used by the Supplier in relation to the Customer to request that the Supplier correct any incorrect Personal Information. The Supplier will destroy Personal Information upon the Customer's request (by e-mail) or no longer retained unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
2.2	Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.	10.2	The Supplier and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions. The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 129, and 131 of the PPSA. Unless otherwise agreed to in writing by the Supplier, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA. The Customer shall unconditionally ratify any actions taken by the Supplier under clause 10.1 to 10.4.	17.3	The Customer can make a privacy complaint by contacting the Supplier via e-mail. The Supplier will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within twenty (20) days of receipt of the complaint. In the event that the Customer is not satisfied with the Supplier's response, the Customer can make a complaint to the Privacy Commissioner at http://www.privacy.org.nz .
2.3	Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.	10.3	Subject to any express provisions to the contrary (including those contained in this clause 10), nothing in these terms and conditions is intended to have the effect of contracting out of or derogating from the provisions of the PPSA.	17.4	The Customer shall have the right to request (by e-mail) from the Supplier a copy of the Personal Information held or used by the Supplier in relation to the Customer to request that the Supplier correct any incorrect Personal Information. The Supplier will destroy Personal Information upon the Customer's request (by e-mail) or no longer retained unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
2.4	Customer's Accounts and Advances (a) the supply of Goods on credit shall not take effect until the Customer has completed a credit application with the Supplier and it has been approved with a credit limit established by the Supplier; (b) credit notes will be issued against the Customer's credit account first before any refunds will be processed to the Customer's bank account directly; (c) in the event that the supply of Goods requested exceeds the Customer's credit limit or exceeds the payment terms, the Supplier reserves the right to refuse Delivery and; (d) the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, the Supplier reserves the right to substitute comparable Goods (or components of the Goods) and vary the Price as per clause 6.2. In all such cases the Supplier will notify the Customer in advance of any such substitution, and also reserves the right to return to the Customer any Goods not substituted, or until such time as the Supplier and the Customer agree to such changes.	10.4	The Supplier and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions. The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 129, and 131 of the PPSA. Unless otherwise agreed to in writing by the Supplier, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA. The Customer shall unconditionally ratify any actions taken by the Supplier under clause 10.1 to 10.4.	17.5	The Customer can make a privacy complaint by contacting the Supplier via e-mail. The Supplier will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within twenty (20) days of receipt of the complaint. In the event that the Customer is not satisfied with the Supplier's response, the Customer can make a complaint to the Privacy Commissioner at http://www.privacy.org.nz .
2.5	Any advice, recommendation, information, assistance or service provided by the Supplier in relation to Goods or Services supplied is given in good faith to the Customer or the Customer's agent and is based on the Supplier's own knowledge and experience and shall be accepted without liability on the part of the Supplier. Where such advice or recommendations are not acted upon then the Supplier shall not be liable to the Customer or their agent for any damages or losses that occur after any subsequent commencement of the Services.	10.5	Security and Charge In consideration of the Supplier agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets (including but not limited to the present and after-acquired property) to secure the performance by the Customer of its obligations under these terms and conditions, but not limited to, the terms of the charge and security interest are the terms of Memorandum 2018/4344 registered pursuant to s.209 of the Land Transfer Act 2017.	17.6	The Customer shall have the right to request (by e-mail) from the Supplier a copy of the Personal Information held or used by the Supplier in relation to the Customer to request that the Supplier correct any incorrect Personal Information. The Supplier will destroy Personal Information upon the Customer's request (by e-mail) or no longer retained unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
2.6	Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.	10.6	The Customer indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.	17.7	The Customer shall have the right to request (by e-mail) from the Supplier a copy of the Personal Information held or used by the Supplier in relation to the Customer to request that the Supplier correct any incorrect Personal Information. The Supplier will destroy Personal Information upon the Customer's request (by e-mail) or no longer retained unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
3.1	On-Line Ordering The Customer acknowledges and agrees that: (a) the Supplier does not guarantee the website's performance; display on website does not constitute an offer of any particular Goods; therefore, all orders placed through the website shall be subject to confirmation of acceptance by the Supplier; (b) on-line orders are made from time to time for regularly scheduled maintenance and/or upgrades; (c) there are inherent hazards in electronic distribution and as such the Supplier cannot warrant against delays or errors in transmitting data between the Customer and the Supplier; and (d) to the maximum extent permitted by law, the Supplier will not be liable for any losses which the Customer suffers as a result of online-ordering not being available or for any errors or omissions in transmission or data when making a transaction through the website, the Customer's information will pass through a secure server using SSL (secure sockets layer) encryption technology or any other similar technology as disclosed by the Supplier and/or displayed on the website. The encryption technology used is such that the Customer's information cannot be read or altered by outside influences; and (e) if the Customer is not the cardholder for any credit card being used to pay for the Goods, the Supplier shall be entitled to reasonably assume that the Customer has received permission from the cardholder for use of the credit card for the transaction.	10.7	The Customer indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.	17.8	The Customer shall have the right to request (by e-mail) from the Supplier a copy of the Personal Information held or used by the Supplier in relation to the Customer to request that the Supplier correct any incorrect Personal Information. The Supplier will destroy Personal Information upon the Customer's request (by e-mail) or no longer retained unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
3.2	On-Line Ordering The Customer acknowledges and agrees that: (a) the Supplier does not guarantee the website's performance; display on website does not constitute an offer of any particular Goods; therefore, all orders placed through the website shall be subject to confirmation of acceptance by the Supplier; (b) on-line orders are made from time to time for regularly scheduled maintenance and/or upgrades; (c) there are inherent hazards in electronic distribution and as such the Supplier cannot warrant against delays or errors in transmitting data between the Customer and the Supplier; and (d) to the maximum extent permitted by law, the Supplier will not be liable for any losses which the Customer suffers as a result of online-ordering not being available or for any errors or omissions in transmission or data when making a transaction through the website, the Customer's information will pass through a secure server using SSL (secure sockets layer) encryption technology or any other similar technology as disclosed by the Supplier and/or displayed on the website. The encryption technology used is such that the Customer's information cannot be read or altered by outside influences; and (e) if the Customer is not the cardholder for any credit card being used to pay for the Goods, the Supplier shall be entitled to reasonably assume that the Customer has received permission from the cardholder for use of the credit card for the transaction.	10.8	The Customer indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.	17.9	The Customer shall have the right to request (by e-mail) from the Supplier a copy of the Personal Information held or used by the Supplier in relation to the Customer to request that the Supplier correct any incorrect Personal Information. The Supplier will destroy Personal Information upon the Customer's request (by e-mail) or no longer retained unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
4.1	Change in Control The Customer shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Control of the Customer, including any change in the name, address and contact phone or fax numbers, change of trustees or business practice. The Customer shall be liable for any loss incurred by the Supplier as a result of the Customer's failure to comply with this clause.	10.9	The Customer indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.	18.1	The Supplier warrants that Goods supplied to all Customers, shall meet all safety requirements of the Hazardous Goods (Classification, Labelling and Packaging) (HCLPP), Food Safety Programme Standard and is eminently suitable for public consumption and thereby compliant with the Australia New Zealand Food Standards Code.
5.1	Price Payment At the Supplier's sole discretion the Price shall be either: (a) as indicated on any invoice provided by the Supplier to the Customer; or (b) the Supplier's quoted Price (Subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. The Supplier reserves the right to change the Price if a variation to the Supplier's quotation is requested. Any variations (including but not limited to, overseas transactions that may be a consequence of the Customer's credit rating, current rates of exchange and/or international freight and insurance charges, cost of materials and labour etc) will be charged for on the basis of the Supplier's quotation, and will be detailed in writing, and shown as variations on the Supplier's invoice. The Customer shall be required to respond to any such variations submitted by the Supplier within ten (10) working days. Failure to do so will entitle the Supplier to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their application.	10.10	The Customer indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.	18.2	All alleged claims of contamination, accidental inclusion or food borne illnesses must be reported to the Supplier's management in writing as soon as reasonable practicable. The Supplier reserves the right to inspect any items attributed to the claim and have the right to remove any items from the premises before any claims, statements or dissemination of information in any form including social media.
6.1	Price Payment At the Supplier's sole discretion the Price shall be either: (a) as indicated on any invoice provided by the Supplier to the Customer; or (b) the Supplier's quoted Price (Subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. The Supplier reserves the right to change the Price if a variation to the Supplier's quotation is requested. Any variations (including but not limited to, overseas transactions that may be a consequence of the Customer's credit rating, current rates of exchange and/or international freight and insurance charges, cost of materials and labour etc) will be charged for on the basis of the Supplier's quotation, and will be detailed in writing, and shown as variations on the Supplier's invoice. The Customer shall be required to respond to any such variations submitted by the Supplier within ten (10) working days. Failure to do so will entitle the Supplier to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their application.	10.11	The Customer indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.	19.1	Security of Notices Any written notice given under this Contract shall be deemed to have been given and received: (a) by handing the notice to the other party in person; (b) by sending the notice to the address of the other party as stated in this Contract; (c) by sending it (by registered post) to the address of the other party as stated in this Contract; (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission; (e) if sent by email to the other party's last known email address.
6.2	Price Payment At the Supplier's sole discretion the Price shall be either: (a) as indicated on any invoice provided by the Supplier to the Customer; or (b) the Supplier's quoted Price (Subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. The Supplier reserves the right to change the Price if a variation to the Supplier's quotation is requested. Any variations (including but not limited to, overseas transactions that may be a consequence of the Customer's credit rating, current rates of exchange and/or international freight and insurance charges, cost of materials and labour etc) will be charged for on the basis of the Supplier's quotation, and will be detailed in writing, and shown as variations on the Supplier's invoice. The Customer shall be required to respond to any such variations submitted by the Supplier within ten (10) working days. Failure to do so will entitle the Supplier to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their application.	11.1	The Customer indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.	19.2	Any notice that is posted shall be deemed to have been served, unless the contrary is shown at the time when by the ordinary course of post, the notice would have been delivered.
6.3	Price Payment At the Supplier's sole discretion the Price shall be either: (a) as indicated on any invoice provided by the Supplier to the Customer; or (b) the Supplier's quoted Price (Subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. The Supplier reserves the right to change the Price if a variation to the Supplier's quotation is requested. Any variations (including but not limited to, overseas transactions that may be a consequence of the Customer's credit rating, current rates of exchange and/or international freight and insurance charges, cost of materials and labour etc) will be charged for on the basis of the Supplier's quotation, and will be detailed in writing, and shown as variations on the Supplier's invoice. The Customer shall be required to respond to any such variations submitted by the Supplier within ten (10) working days. Failure to do so will entitle the Supplier to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their application.	11.2	The Customer indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.	20.1	Trusts The Customer at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not the Supplier may have notice of the Trust, the Customer covenants with the Supplier as follows: (a) the Contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust fund; (b) the Customer has full and complete power and authority under the Trust to vary or alter the Trust or to vary or alter the beneficiaries of the Trust or to exclude or take away the right of indemnity of the Customer against the Trust or the trust fund. The Customer will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice the right of indemnity; (c) the Customer will not unreasonably withhold consent, cause, permit, or suffer to happen the removal, replacement or retirement of the Customer as trustee of the Trust; (d) any alteration to or variation of the terms of the Trust; (e) any cancellation or distribution of capital of the Trust; or (f) any resettlement of the trust property.
6.4	Price Payment At the Supplier's sole discretion the Price shall be either: (a) as indicated on any invoice provided by the Supplier to the Customer; or (b) the Supplier's quoted Price (Subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. The Supplier reserves the right to change the Price if a variation to the Supplier's quotation is requested. Any variations (including but not limited to, overseas transactions that may be a consequence of the Customer's credit rating, current rates of exchange and/or international freight and insurance charges, cost of materials and labour etc) will be charged for on the basis of the Supplier's quotation, and will be detailed in writing, and shown as variations on the Supplier's invoice. The Customer shall be required to respond to any such variations submitted by the Supplier within ten (10) working days. Failure to do so will entitle the Supplier to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their application.	11.3	The Customer indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.	20.2	The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision, if any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
7.1	Delivery of Goods Delivery (Delivery) of the Goods is taken to occur at the time that: (a) the Customer or the Customer's nominated carrier takes possession of the Goods at the Supplier's address; or (b) the Supplier's nominated carrier delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.	11.4	The Customer indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.	21.1	General The failure by either party to enforce any provision of these terms and conditions or as to any matter arising herein, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing setting out the reason for the dispute. The parties shall share equally the mediator's fees. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution avenues.
7.2	Delivery of Goods Delivery (Delivery) of the Goods is taken to occur at the time that: (a) the Customer or the Customer's nominated carrier takes possession of the Goods at the Supplier's address; or (b) the Supplier's nominated carrier delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.	11.5	The Customer indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.	21.2	The Supplier may elect to subcontract out any part of the Services but shall not be relieved of its obligations under this Contract and shall remain liable for the performance of the Customer agrees and understands that they have no authority to give any instruction to any of the Supplier's sub-contractors without the authority of the Supplier.
7.3	Delivery of Goods Delivery (Delivery) of the Goods is taken to occur at the time that: (a) the Customer or the Customer's nominated carrier takes possession of the Goods at the Supplier's address; or (b) the Supplier's nominated carrier delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.	11.6	The Customer indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.	21.3	The Customer agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Customer.
7.4	Delivery of Goods Delivery (Delivery) of the Goods is taken to occur at the time that: (a) the Customer or the Customer's nominated carrier takes possession of the Goods at the Supplier's address; or (b) the Supplier's nominated carrier delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.	11.7	The Customer indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.	21.4	Default and Consequences of Default The Customer shall be liable to pay to the Supplier the amount of the payment when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Supplier's sole discretion such interest shall compound on the amount of the payment when payment becomes due). If the Customer does not pay the Supplier's invoice within the time specified in the Supplier's invoice, the Supplier may, without prejudice to the Supplier's other remedies at law, the Supplier shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable if: (a) any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Customer will be unable to make a payment when it falls due; or (b) the Customer has exceeded any applicable credit limit provided by the Supplier.