Natural Field Enterprises Ltd

Postal Address: PO Box 64130, Botany Town Centre, AUCKLAND 2163 Physical Address: 12 Nandina Avenue, East Tamaki, AUCKLAND 2013

Phone: (09) 272 9048 Email: sales@naturalfield.co.nz Web: www.naturalfield.co.nz

CUSTOMER INFORMATION FORM

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

Customer Details: ☐ Individual ☐ Sole Tra	ader 🗆 Trust 🗖	Partnership	pany		
Full or Legal Name:					
Physical Address:				Postcode:	
Billing Address:				Postcode:	
Email Address:					
Phone No:	ax No:		Mobile No:		
Personal Details: (please complete if you are an Inc	dividual)				
D.O.B.	iividuaij	Driver's Licence No:			
D.O.B.		Driver's Licerice No.			
Business Details: (please complete if you are a Solo	le Trader, Trust, Partner	ship, Company or Other -	as specified)		
		GST No: (if applicable)	GST No: (if applicable)		
		Date Incorp. (current of	rp. (current owners):		
Contact Person:	Contact Person:		Phone No.		
Nature of Business:					
Directors / Owners / Trustee: (if more than two, plea	ase attach a separate sh	neet)			
(1) Full Name:]).O.B.		
Private Address:				Postcode:	
Driver's Licence No:	Phone No:		Mobile No:		
(2) Full Name:]).O.B.		
Private Address:	_			Postcode:	
Driver's Licence No:	Phone No:		Mobile No:		
I certify that the above information is true and co understand the TERMS AND CONDITIONS OF TI intended to be read in conjunction with this Custor personal information as detailed in the Privacy Act	RADE (overleaf or at mer Information Form	tached) of Natural Fiel	d Enterprises Limited which	h form part of and are	
SIGNED (CUSTOMER):		SIGNED (SUPPLIER): _			
Name:		Name:			
Position:		Position:			
Date:	Date:				

OFFICE USE ONLY		
Account / Ref. No.	DATA INPUTTED	DATE
		1 1



	Natural Field	Enter	prises Limited – Terms & Conditio	ns 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.	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	(113 01	
1.2	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	7.6	ternis and conditions. 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	(c 16. C	appointed in respect of the Customer or any asset of the Customer.
	to a particular client and 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 right to enable / ficiable the Coykies first by selection the ontion to enable /		Instantient shall be invoiced and pain in accordance with the provisions in these terms and confillions. Any time specified by the Supplier for Delivery of the Goods is an estimate only and the Supplier will in the liable for any loss or damage incurred by the Customer as a result of Delivery being late. However both patties agree that they shall make every a redicavour to enable the Goods to be delivered at the time and place as was a raranged between barties. 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.	16.1 V C th	ancellation Vilhout prejudice to any other remedies the Supplier may have, if at any time the Justomer is in breach off any obligation (including those relating to payment) und sees terms and conditions the Supplier may stopend or terminate the Supply Soods to the Customer. The Supplier will not be liable to the Customer for any for off amage the Customer suffers because the Supplier has exercised its rights and its clause.
1.3	supplemental to this Contract. "Cookies" means small flies 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 and 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 Suppliers website, then the Customer shall have the right to enable of dasable the Cookies first by selecting the option to enable of dasable provided on the website, prior to making enquiries with the website of the contract of the	8. 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.	0 tr 16.2	or damage the Customer suffers because the Supplier has exercised its rights und its clause. The Supplier may cancel any Contract to which these terms and conditions apply.
	(b) if the Customer is a partnership, it shall bind each partner jointly and	8.2	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. If any of 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 rights to receive the insurance proceeds without the need for any person dealingly with the Supplier to make further 1 of the Customer requests the Supplier to leave Goods outside the Supplier's premises for Collection of to deliver the Goods to an unaltended location then such 1 Goods shall be left at the Customer's sole risk.	C W C Ii:	his datize. The Supplier may cancel any Contract to which these terms and conditions apply, ancel Delivery of Goods at any time before the Goods are delivered by givin rittlen notice to the Customer. On giving such notice the Supplier shall repay to it bustomer any money paid by the Customer for the Goods. The Supplier shall not table for any loss or damage whatsoever arising from such cancellation. The event that the Customer cancels Delivery of Goods the Customer shall able for any not all loss incurred (whether direct or indirect) by the Supplier shall able for any and all loss incurred (whether direct or indirect) by the Supplier shall able for any and all loss incurred (whether direct or indirect) by the Supplier as an accellation of orders for Goods made to the Customer's specifications, or for no tocklist items, will definitely not be accepted once production has commenced, riviacy Policy.
	severally; and (c) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee: and	8.3	proceeds without the need for any person dealing with the Supplier to make further enquiries. If the Customer requests the Supplier to leave Goods outside the Supplier's	16.3 r i d	n the event that the Customer cancels Delivery of Goods the Customer shall table for any and all loss incurred (whether direct or indirect) by the Supplier as tirect result of the cancellation (including, but not limited to, any Joss, of profits).
1.4	(d) includes The Customer's executors, administrators, successors and permitted assigns. "Goods" means all Goods or Services supplied by the Supplier to the Customer at the Customer's request from time to time (where the confext so permits the terms.	9. 9.1	premises for collection or to deliver the Goods to an unattended location then such a Goods shall be left at the Customer's sole risk. Title The Supplier and the Customer agree that ownership of the Goods shall not pass until: 1	16.4 C si a 17. P	.anceitation of orders for Goods made to the Customer's specifications, or for no tocklist items, will definitely not be accepted once production has commenced, in order has been placed. Triviacy Policy
1.5	(ii) intermitted inscriptions of securities a securities and intermitted inscriptions of the content of 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). '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 below. Supplier means Natural Field Enterprises Limited, its successors and assigns.		until: (a) the Customer has paid the Supplier all amounts owing to the Supplier; and (b) the Customer has niet all of its other obligations to the Supplier and Receipt by the Supplier of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, deared or recognised.	17. P 17.1 A S th	in order has been placed. "Yrivacy Policy" of the presence of the recorded information held or used by it bupplier is Personal Information" as defined and referred to in clause 17.3 are neverore considered confidential. The Supplier acknowledges its obligation relation to the handling, use, disclosuse and processing of Personal Information usuant to the Privacy Act 2002 (the Act) including Part II of the OEC. Outdellin of a representation of the Act 2002 (the Act) including Part II of the OEC. Outdellin of any data breaches and/or fostlosure of the Customer's Personal Information, he sy the Supplier that may result in serious harm to the Customer, the Supplier with the Act and must be approved by it ustomer by Personal Information, he supplier with the Act and must be approved by it ustomer by Personal Information must be in accordance with the Act and must be approved by it ustomer by written consent, unless subject to an operation of law.
1.6 2. 2.1	accordance with clause o below. "Supplier" means Natural Field Enterprises Limited, its successors and assigns. Acceptance The Customer is taken to have exclusively accepted and is immediately bound.	9.2 9.3	It is turther agreed that until ownership of the Goods passes to the customer in	p a 0	elation to the flandling, use, disclosure and processing of Personal Informatic urusuant to the Privacy Act 2020 ("the Act") including Part1 of the OECD Guidelin is set out in the Act. The Supplier acknowledges that in the event it becomes awa if any data breaches and/or disclosure of the Customer's Personal Information, he
2.2	iointly and severally, by these terms and conditions if the Customer places an order for of accepts Delivery of the Goods. In the event of any inconsistency between the terms and conditions of this Contract.		(a) the Customer is only a bailee of the Goods and must return the Goods to the Supplier on request:	b n Ir	y the Supplier that may result in serious harm to the Customer, the Supplier with the Act. Any release of such Person normalion must be in accordance with the Act and must be approved by the supplier with the Act and must be approved by the supplier of the Act and must be approved by the supplier of the Act and must be approved by the supplier of the Act and must be approved by the supplier of the Act and must be approved by the supplier of the Act and must be approved by the supplier of the Act and the Act act act act act act act act and the Act a
2.3	and any other productional of schedule that the paties have entered into, the terms of this Contract shall prevail. Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.		insurance in the supplied and must up to the supplied the process 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 the Goods other than in the ordinary course of business and for market	17.2 N	ustomer by whiter consent, unless subject in an operation to law, tolowithstanding clause 17.1, privacy limitations will extend to the Supplier in respe of Cookies where the Customer utilises the Supplier's website to make enquirie he Supplier agrees to display reference to such Cookies and/or similar trackir
2.4	Supplier means Natural Field Enterprises Limited, its successors and assigns. Acceptance The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for of accepts Delivery of the Goods. 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. Amended in writing by the consent of both parties. The Customer addrowledges and accepts that: (a) the supply of Goods on credit shall not take effect until the Customer has completed a credit anglocitation with the Suppler and it has been approved with a credit limit established for the account: (b) credit notes will be issued against the Customer credit accepts the Customer has completed a credit application with the Suppler and it has been approved with a credit limit established for the account: (c) credit notes will be issued against the Customer's credit account first before		(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 prossession of the Goods other than in the ordinary course of business and for market value. If the Customer must hold the proceeds of any such act on trust for the Supplier and must pay or deliver the proceeds to the Supplier on demand; the ordinary course of the Supplier on demand, the ordinary course of the Supplier	te a (§	Information must be in accordance with the Act and must be approved by it ustomer by written consent, incluses subject to an operation of law, to written and the proper of the proper
	completed a credit application with the Supplier and it has been approved by an acredit mile statishished or the accountmen'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 and/or the supply of Goods for requested exceeds the Payment terms, the Supplier of Goods for accepted orders may be subject to availability and if, the supply of Goods for accepted orders may be considered to availability and if, the supply of Goods for accepted orders may be capitated to availability and if, the supply of Goods for accepted orders may be capitated to availability and if, the Supplier reserves the right to substitute comparable Goods (or components of the Goods) and vary the Price as per dause 6.2. In all such cases the Supplier will notify the Customer in advance of any such substitution, and also reserves the right to place the Customers order and/or Services on hold reserves the right to place the Customers order and/or Services on hold any advice, recommendation, Information, assistance or extrusive provided by the Supplier in relation to Goods or Services supplied is given in good right to the Supplier or the Customers agent and is based on the Supplier's own knowledge and experience and shall be accepted without liability on the part of the Supplier shall not be liable in any way whatsoever for any damages or losses that occur after any sussequent commencement of the Services. Electronic signatures shall be deemed to be accepted by either party providing that the parties have compliced with Section 25 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in Earn's and Ormissions		(d) the Customer should foot convert or process the Goods of intermix them 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 it so directs:	(0	or reports are available to the Supplier when the Supplier sends an email to the Customer, so the Supplier may collect and review that informatic ('collectively Personal Information')
	credit limit and/or the account 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, and the supply of Goods for accepted orders may be subject to availability and if, and the supply of Goods for accepted orders may be subject to availability and if, and the supply of Goods for accepted orders may be subject to availability and if, and the supply of Goods for accepted orders may be subject to availability and if, and the supply of Goods for accepted orders may be subject to availability and if, and the supply of Goods for accepted orders may be subject to availability and if, and the supply of Goods for accepted orders may be subject to availability and if, and the supply of Goods for accepted orders may be subject to availability and if, and the supply of Goods for accepted orders may be subject to availability and if, and the supply of Goods for accepted orders may be subject to availability and if, and the supply of Goods for accepted orders may be subject to availability and if, and the supply of Goods for accepted orders may be subject to availability and if, and the supply of Goods for accepted orders may be subject to availability and if, and the supply of Goods for accepted orders may be subject to availability and if, and the subject to availability and if, and th		(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.	If a th	f the Customer consents to the Supplier's use of Cookies on the Supplier's websi not later wishes to withdraw that consent, the Customer may manage and contr he Supplier's privacy controls via the Customer's web browser, including removir
	ior any reason; doubt after not or cease to be avoidable, the Supplier reserves the right to substitute comparable Goods (or components of the Goods) and vary the Price as per dause 6.2. In all such cases the Supplier will notify the Customer in advance of any such substitution, and also		(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	17.3 T	Jobokes by deterring them from browser insignly when examing the site. a) access, collect, retain and use any information about the Customer; (i) including, name, address, D.O.B, occupation, driver's license detail
2.5	reserves the right to place the Customer's order and/or Services on hold until such time as the Supplier and the Customer agree to such changes. Any advice, recommendation, information, assistance or service provided by the Supplier is relation to Coorder, as Coorder, susplied is review to applie faith to the		(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		electronic contact (email, Facebook or Twitter details), medic insurance details or next of kin and other contact information (whe applicable), previous credit applications, credit history of an appertus tipe belance information badd but the Ministry of Justice 6
	Supplier in Featurit to Goods or Services supplied is given in good faint of 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	10. 10.1	Personal Property Securities Act 1999 ("PPSA") Upon assenting to these terms and conditions in writing the Customer	(t	circ profits are available to the Supplier when the Supplier sends an email to it Customer, so the Supplier may collect and review that information in the Customer, so the Supplier may collect and review that information in the Customer and the Customer directly or obtained by the Supplier from any other customer directly or obtained by the Supplier from any other customer and the Customer and
2.6	require the Customer or their agent to authorise commencement of the Services in writing. The Supplier shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services.			,	from the Customer directly or obtained by the Supplier from any oth source, to any other credit provider or any credit reporting agency for it purposes of providing or obtaining a credit reference, debt collection by the control of
2.0	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.	10.2	(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, and the proceeds from such Goods as listed by the Supplier to the Customer in invoices rendered from time to time. The Customer undertakes to:	17.4 V a 17.5 T	Where the Customer is an individual the authorities under clause 17.3 a uthorities or consents for the purposes of the Privacy Act 2020. The Customer shall have the right to request (by e-mail) from the Supplier, a copy
3 . 3.1	Errors and Omissions The Customer acknowledges and accepts that the Supplier shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):		 (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which 	th to 17.6 T	he Personal Information about the Customer fetained by the Supplier and the fig or equest that the Supplier correct any incorrect Personal Information. he Supplier will destroy Personal Information upon the Customer's request (by nail) or if it is no longer required unless it is required in order to fulfill the obligations of this Contract or is required to be maintained and/or stored in accordance with the
	(a) resulting from an inadvertent mistake made by the Supplier in the formation and/or administration of this Contract; and/or contained in/omitted from any literature (hard copy and/or electronic) supplied by the Supplier in respect of the Services.		(b) indemnify, and upon demand reimburse, the Supplier for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Renister or refession any Goods 1	n o la 17.7 T	nall) or it it is no longer required unless it is required in order to rum the obligation of this Contract or is required to be maintained and/or stored in accordance with th aw. The Customer can make a privacy complaint by contacting the Supplier via e-ma
3.2	Errors and Omissions The Customer acknowledges and accepts that the Supplier shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s); (a) resulting from an inadvertent misstate made by the Supplier in the formation and/or administration of this Contract; and/or (b) contained informited from any filterature (hard copy and/or electronic) supplied by the Supplier in respect of the Services. In the evin such an error and/or omission occurs in accordance with clause 3.1, and is not artifulated to the neighbor and/or official misconduct of the Supplier the following that the supplier shall not be entitled to the attentions.		charged thereby: on If egister, 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 a third part without the prior written consent of the Supplier; and immediately advise the Supplier of any material change in this business practices of selling the Goods which would result in a change in the nature. It of proceeds derived from such sales. 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. 114(1)(a), 133 and 134 of the PPSA deather under sections 116, 120(2), 121, 125, 127, 129, and 131 of the PPSA deather under sections 16, tavolcy, 121, 125, 127, 129, and 131 of the PPSA deather under sections of the PPSA. The Customer shall unconditionally raifly any actions taken by the Supplier under sections shall unconditionally raifly any actions taken by the Supplier under sections 16, 100(2).	T ta d	AW. The Customer can make a privacy complaint by contacting the Supplier via e-ma he Supplier will respond to that complaint within seven (7) days of receipt and wake all reasonable steps to make a decision as to the complaint within twenty (2) ags of receipt of the complaint. In the event that the Customer is not satisfied with ereceiption provided, the Customer can make a complaint to the Privacy complains with Laws Goods supplied to all Customers, shall meet all safe to the provided the Customer can make a complaint with Laws Goods supplied to all Customers, shall meet all safe of the Customer can be considered by the Hazard Analysis and Critical Controlled the Customer Cust
4 . 4.1	Change in Control		(d) immediately actives the Supplier of any material change in its business practices of selling the Goods which would result in a change in the nature of increared deriver from such sales.	18. C 18.1 T	ne resolution provided, the Customer can make a complaint to the Privai commissioner at http://www.privacy.org.nz. compliance with Laws The Sunplier warrants that Goods supplied to all Customers, shall meet all safe
	That age in Counting digits the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any without change in the Customer's details (including but not limited to, changes in the Customer's name, address and contact phone or fax numberly, change of fustees or business practice). The Customer shall be liable for any loss incurred by the Supplier as a result of the Customer's faller to comply with this clause.	10.3 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 [18, rights, as, a debtor under sections 116, 120(2), 121, 125,	re P D	egulations and standards as defined by the Hazard Analysis and Critical Contr Conts (HACCP), Food Safety Programme Standard and is eminently suitable f yublic consymption and thereby compliant with the Australia New Zealand For
5 . 5.1	Supplier as a result of the Customer's failure to comply with this clause. On-Line Ordering The Customer acknowledges and agrees that: (a) the Supplier does not guarantee that websites performances.	10.5 10.6	126, 127, 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 uncerdifficulty radiify any actions taken by the Supplier, under	18.2 A	slandards Code, wy alleged claims of contamination, accidental inclusion or food borne illness nust be reported to the Supplier's management in writing as soon as reasonab racticable. The Supplier reserves the right to inspect any items attributed to it talm and have the items tested by an independent laboratory before any publi latims, statements or dissemination of information in any format including soot
	Supplier as a result of the Customer's failure to comply with this clause. On-Line Ordering The Customer acknowledges and agrees that: (a) the Supplier does not guarantee the website's performance; display on the website does not guarantee the availability of any particular Goods therefore, all orders placed through the website shall be subject to confirmation of acceptance by the Supplier; (c) on-line ordering may be unavailable from time to time for regularly scheduled maintenance and/or ugrades. (d) there are inherent hazards in electronic distribution, and as such the Supplier are inherent hazards in electronic distribution, and as such the supplier to Customer and the Supplier including orders and upus agree that to the maximum evident permitted five law the Stronick and of the Endost	10.7	clauses 10.1 to 10.5. Subject to any express provisions to the contrary (including those contained in this clause 10.1), nothing in these terms and conditions is intended to have the effect of		
	(c) on-line ordering may be unavailable from time to time for regularly scheduled mainlenance and/or upgrades: (d) there are inherent hazards in electronic distribution, and as such the	11 . 11.1	Caluses 10.1 to 10.5. 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 any of the provisions of the PPSA. Security and Charge in consideration of the Supplier agreeing to supply the Goods, the Customer charges all of its rights, tille and intensic (whether loint or several) in any land, really or other assets capable of being charged, owner by the Customer either now or in	19. S 19.1 A	vervice of Notices uny written notice given under this Contract shall be deemed to have been given not received: a) by handing the notice to the other party, in person;
	any locace which the Customer cuffers as a result of online ordering not		acquired property to secure the performance by the Customer of its obligations	(i	 by leaving it at the address of the other party as stated in this Contract; by sending it by registered post to the address of the other party as stated this Contract;
	being available or for edays or errors in transmitting orders. (e) when making a transaction through the website, life 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 or the website. The encryption process ensures that the Customer's information cannot be read by or aftered by outside		under these terms and conditions (including, but not limited to, the payment of any money). The terms of the charge and security interest are the terms of Monographym 2019/4244 registered pursuant to \$200 of the land Transfer Act	(0 19.2	d) if sent by facsimile transmission to the fax number of the other party a stated in this Contract (if any), or necepit of confirmation of the transmission e) if sent by email to the other party's last known email address, uny notice that is posted shall be deemed to have been served, unless the contra shown, at the time when by the ordinary course of post, the notice would have
		11.2	The Customer Indemotifies 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 from sunder this clause. The Customer it is upplier and each director of the Supplier and each director of the Suppl		
	(f) 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	11.3	to the provisions of this clause 11 including, but not limited to, signing any document	20.1 If a S	rusts: the Customer at any time upon or subsequent to entering in to the Contract citing 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 allows:
5.2	card for the transaction. The Supplier reserves the right to terminate the Customer's order if it learns that you have provided false or misleading information, interfered with other users or the administration of the Supplier's business, or violated these terms and conditions.	12. 12.1	on the Customer's behalf. Defects and Returns The Customer shall inspect the Goods on Delivery and shall within seven (7) days of Delivery (time being of the essence) notify the Supplier of any alleged defect,	(i (i	a) the Contract extends to all rights of indemnity which the Customer now subsequently may have against the Trust and the trust fund:
6 . 6.1	At the Supplierts colo discretion the Drice shall be either.		Defects and Returns The Customer shall inspect the Goods on Delivery and shall within seven (7) days of Delivery (time being of the essence) noilty the Supplier of any alleged deted, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford the Supplier an opportunity to inspect the Goods within a reasonable time following Delivery if the Customer believes the Goods are defective in any way before a credit note will be issued. If the Customer fails to comply with these provisions the Goods shall be presumed to be free from any detect or damage. For defective Goods, which the Supplier has greed in witing that the Supplier's discretion) replacing the Goods or repairing the Goods. Supplier's discretion if replacing the Goods or repairing the Goods will not be accepted for return other than in accordance with 12.1 above, and provided that:		enter into the Contract and the provisions of the Trust do not purport exclude or take away the right of indemnity of the Customer against th Trust or the trust fund. The Customer will not release the right of indemni or commit any breach of trust or be a party to any other action which mis
6.2	All the 2 sk indicated ion any involves provided by the Supplier to the Customer or (b) the Supplier's quoted Price (subject to clause 6.2) within 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 increase as a consequence of variations in foreign currency		these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Supplier has agreed in writing that the Customer is entitled to reject, the Supplier's liability is limited to either (at the	(0	prejudice that right of indemnity; the Customer will not without consent in writing of the Supplier (the Suppli will not unreasonably withhold consent), cause, permit or suffer to bance
	transactions that may increase as a consequence of variations in foreign currency 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,	12.2	Supplier's discretion) replacing the Goods or repairing the Goods. Goods will not be accepted for return other than in accordance with 12.1 above, and provided that:		(i) the removal, replacement or retirement of the Customer as trustee
	transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges, cost of materials and labbur etc) will be charged for of the bass of the Supplier's quotation, and will be detailed in writing, and shown as variations on the Supplier's quotation, The Customer shall be required to respond to any variation submitted by the Supplier within ten (10) working days, Faliure 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 completion.		(b) the Supplier has agreed in writing to accept the return of the Goods; and the Goods are returned at the Customer's cost within seven (7) days of the Delivery date; and (c) the Supplier will not be liable for Goods which have not been stored or used a in a proper manner, and	21. G	(ii) any alteration to or variation of the terms of the Trust; (ii) any advancement or distribution of capital of the Trust; or any resettlement of the trust property.
6.3 6.4	at the time of their completion. At the Supplier's sole discretion a non-refundable deposit may be required. Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by the Supplier, which may be:		(d) the Goods are returned in the condition in which they were delivered and	C	uny dispute or difference arising as to the interpretation of these terms are orditions or as to any matter arising herein, shall be submitted to, and settled be nediation before resorting to any external dispute resolution mechanisms (including the distribution of the control of the con
	(a) On or before belivery of the Goods; (b) On completion of the Services; (c) by way of instalments/progress payments in accordance with the Supplier's.	12.3 12.4	with all packaging material, in both use an institution internal in as new condition as is reasonably possible in the circumstances. Notwithstanding clause 12, 2 any Goods offered on special offer are non-refundable, non-returnable and non-exchangeable. The Supplier may (in its discretion) accept the return of Goods for credit but this	16 17 17	rbitration or court proceedings) by notifying the other party in writing setting out the eason for the dispute. The parties shall share equally the mediator's fees. Shou nediation fail to resolve the dispute, the parties shall be free to pursue other dispu esolution avenues.
	payment schedule: (d) or certain approved Customers, due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices.	12.5	non-returnable and non-exchangeable. The Supplier may (in its discription) accept the return of Goods for credit but this may incur a handling fee of twenty-five percent (25%) of the value of the returned 2 Goods plus any freight. Subject to clause 12.1, non-stocklist items or Goods made to the Customer's specifications are not acceptable for credit or return.	21.2 T sl tc	he failure by either party to enforce any provision of these terms and condition hall not be treated as a waiver of that provision, nor shall it affect that party's rig o subsequently enforce that provision. If any provision of these terms ar onditions shall be invalid, void, illegal or unenforceable the validity, existence
	(a) the date specified on any invoice or other form as being the date for	13. 13.1		le le	egality and enforceability of the remaining provisions shall not be affecte
6.5 6.6	payment of payment of the state	14. 14.1	Consumer Guarantees Act 1993 if the customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 2 (**CGA**) do play to the supply of Goods by the Supplier to the Customer, Intellectual Property Where the Supplier has designed, drawn or developed Goods for the Customer, 2 then the copyright in any designs and drawings and documents shall remain the property of the Supplier. Under no circumstances may such designs, drawings and	b C 21.4 S	y the laws of New Zealand and are subject to the jurisdiction of the Aucklar ourts of New Zealand. Subject to the CGA, the Supplier shall be under no liability whatsoever to the
0.0	The Supplier and may may use allow allowed any payment received in the Customer towards any invoice that the Supplier determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer the Supplier may re-allocate any payments previously received and allocated. In the absence of any	14.2	property of the Supplier. Under no circumstances may such designs, drawings and documents be used without the express written approval of the Supplier. The Customer warrants that all designs, specifications or instructions given to the	o te	Assortine for any interest autour consequential loss arroad expense influenting to if profil) suffered by the Customer arising out of a breach by the Supplier of thesems and conditions (alternatively the Supplier's liability shall be limited to damage which under no circumstances shall exceed the Price of the Goods).
6.7	payment allocation by the Supplier, 'payment will be deemed to be allocated in such manner as preserves the maximum value of the Supplier's Purchase Money Security Interest (as defined in the PPSA) in the Goods. The Customer shall not be antitled to set off enables or deduct from the Drick and the Company of the Drick and the		trademark in the execution of the Customer's order and the Customer agrees to indemnify the Supplier against any action taken by a third party against the Supplier against any action taken by a third party against the Supplier against the S	21.5 T 21.6 T 21.7 T	rejudiced or impaired. These terms and conditions and any Contract to which they apply shall be governs by the laws of New Zealand and are subject to the jurisdiction of the Aucklar outrist of New Zealand. All subject is shall be under no liability whatsoever to it subject to the CGA, the Supplier shall be under no liability whatsoever to it ustomer for any indirect and/or consequential loss and/or expense (including lot if profil) suffered by the Customer arising out of a breach by the Supplier of the series and conditions (alternatively the Suppliers Is ballity) shall be limited to damage mer this Contract without the Customer's consequent of this rights and/or obligation price this Contract without the Customer's consequent of this rights and/or obligation the Supplier and yelect to subcontract out any part of the Services but shall not le be supplier any elect to subcontract out any part of the Services but shall not le elieved from any liability or obligation under this Contract by so doing. Furthermor he Customer agrees and understands that they have no authority to give an Customer agrees and understands that they have no authority to give an formation of the supplier and t
6.8	melhold as agreed to between the Customer and the Supplier. The Supplier may in its discretion allocate any payment received from the Customer towards any invoice that the Supplier determines and may do so at the time of receipt or any time and the supplier determines and may do so at the time of receipt or any time and time and the supplier determines and may the supplier may re-allocate any payments previously received and allocated, in the absence of any payment allocation by the Supplier, payment will be deemed to be allocated in such manner as preserves the maximum value of the Supplier's Purchase Money Security Interest (as defined in the PPSA) in the Goods. The Customer shall not be entitled to set off against, or the Supplier nor to withhold any more of any invoice because part of that univoice is in disput. Unless otherwise stated the Price does not include CST. In addition to the Price, the Customer must pay to the Supplier an amount equal to any GST the Supplier must pay for any supply by the Supplier and the same that the codes. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer mays the Price. In addition, the Customer must pay a pay SST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer mays the Price.	14.3	The Customer agrees that The Supplier may (at no cost) use for the purposes of markeling or entry into any competition, any documents, designs, drawings or Goods which the Supplier has greated for the Customer.	ir	astruction to any of the Sunnlier's sub-contractors without the authority of th
	Customer must pay to the Supplier an amount equal to any GST the Supplier must pay for any supply by the Supplier under this or any other contract for the sale of the Goods, The Customer must pay GST, without deduction or set off of any other	15. 15.1	The Customer agrees that the Supplier may (at no cost) use for the purposes of marketing or ently into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Customer. Default and Consequences of Default Interest on overdue invoices shall accrue daily from the date 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 monthly at such a rate) after as well as before any judgment of the supplier and against all costs and disbusements incurred by the Supplier in Supplier and against all costs and disbusements incurred by the Supplier in Supplier and against all costs and disbusements incurred by the Supplier in 2 costs on a solicitor and conclient basis, the Supplier sociection agency costs, and bank dishonour fees). Further to any other rights or remedies the Supplier may have under this Contract, if a Customer fas made payment to the Supplier and the transaction in subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Supplier under this clause 15 where it can be proven that such reversal is fourtd to be lilegal, fraudulent or in contravention 2 to the Customer solidizations under this Contract, if and the Customer solidizations under the Customer solidizations under the Customer solidizations under the Customer s	21.8 Š 21.8 Ţ	supplier he philer he compared to the supplier may amend their general terms are conditions for subsequent future Contracts with the Customer by disclosing such he Customer in writing. These changes shall be deemed to take effect from it also on which the Customer accepts such changes or otherwise at such time as the
	applicable in addition to the Price except where they are expressly included in the Price.	15.2	per carental minimi (and at title Suppliers solve discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Customer owes the Supplier any money the Customer shall indemnify the Supplier from and against all costs and disbursements incurred by the Supplier in	Ĉ	Customer makes a further request for the Supplier to provide Goods to the
7. 7.1		15.0	recovering the debt (including but not limited to internal administration fees, legal 2 costs on a solicitor and own client basis, the Supplier's collection agency costs, and bank dishonour fees).	21.9 N si a	Justomer. Listomer de l'able l'able for any default due lo any act of God, war, terroris rirke, lock-out, industrial action, file; flood, storm, national or global pandemi ndide file implementation or regulation, directions, rutes or measures beit notation de l'able de l'
	Delivery (*Delivery) of the Goods is taken to occur at the time that: (a) The Clustomer of the Customers normaled carrier takes possession of the Goods at the Suppliers address orminated carrier delivers the Goods to the Customer's norminated carrier) delivers the Goods to the Customer's norminated address even if the Customer is not present at the address.	15.3	Furtner to any other rights or remedies the Supplier may have under this Contract, if a Customer flas made payment to the Supplier, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incrired by the Sumplier under this element 18 where 3	e ir N	Inforced by Governments or embargo, including but not limited to, any Governme imposed border lockdowns (including, worldwide destination ports), etc. ("For Alajeure") or other event beyond the reasonable control of either party. This claus loss and apply to a failure by the Customer to make a navigate to the Supplier
7.2 7.3	At the Suppliers sole discretion the cost of Delivery is either included in the Price or is in addition to the Price depending on the order type or valle. For credit account holders and where the freight is booked under the credit account,	15.4	can be proven that such reversal is found to be filegal, fraudulent or in contravention to the Customer's obligations under this Contract. 10 and the Supplier's other remedies, at law the Supplier shall be	21.10 B o a	soth parties warrant that they have the power to enter into this Contract and blained all necessary authorisations to allow them to do so, they are not insolve and that this Contract creates binding and valid legal obligations on them.
	Alt the Supplier's sole discretion the cost of Delivery is either included in the Price or is in addition to the Price depending on the order type or value. For credit account holdes and where the freely become the control of the price of		to the diversimes obtained as under that Contract. On the Contract Section of		
7.4	Further to clause 7.3, the Customer acknowledges and accepts that the Supplier reserves the right not to arrange the freight if the Customer chooses to ship the		(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: (b) the Customer has exceeded any applicable credit limit provided by the		