

Archant Limited – Terms & Conditions of Trade

1.1	Definitions "Contract" means the terms and conditions contained here, together with any Quotation, order, invoice or other document or amendments proposed to be supplied to this Contract. "Seller" means Archant Limited, its successors and assigns or any person acting on behalf of and with the authority of Archant Limited. "Customer" means the person's, entities or any person acting on behalf of and with the authority of the Customer requesting the Seller to provide the Services as specified in any proposal, quotation, order, invoice or other document, and: (a) if there is more than one Customer, is a reference to each Customer jointly and severally; and (b) if the Customer is a partnership, it shall bind each partner jointly and severally; and (c) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and (d) includes the Customer's executors, administrators, successors and permitted assigns. "Goods" means all Goods or Services supplied by the Seller to the Customer at the Customer's request from time to time (where the context so permits) in terms 'Goods' or 'Services' shall be interchangeable for the other. "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, 6.8 "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history and pricing details. "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 particular client and website, any data 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 ordering from the website, then the Customer shall be required to provide their name and email address as first by selecting the option to enable / disable provided on the website, prior to ordering Goods via the website. "Price" means the Price payable (plus any Goods and Services Tax and any other applicable taxes) for Goods as agreed between the Seller and the Customer in accordance with clause 6 below.	6.5 Time for payment for the Goods being of the essence. The Price will be payable by the Customer on the date determined by the Seller, which may be: (a) on Delivery of the Goods; (b) before Delivery of the Goods; (c) by way of instalments/progress payments in accordance with the Seller's payment schedule, which shall be: (i) fifty percent (50%) deposit, due upon acceptance of the quote; and (ii) remaining balance due on Delivery of the Goods. (d) for 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 invoice; (e) the date specified on any invoice or other form as being the date for payment; or (f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by the Seller. Payment may be made by cash, eftpos, cheque, bank cheque, electronic-line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Customer and the Seller. The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Seller nor to withhold payment of any invoice because part of the price is in dispute. Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to the Seller an amount equal to any GST the Seller must pay for any supply by the Seller under any other Contract for the sale of the Goods. 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 pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price. Delivery of Goods Delivery ("Delivery") of the Goods is taken to occur at the time that the Seller (or the Seller's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address. At the Seller's sole discretion the cost of Delivery is in addition to the Price. The Seller 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. Any time specified by the Seller for Delivery of the Goods is an estimate only. The Customer must take Delivery by receipt or collection of the Goods on the date or time specified for Delivery. The Seller will not be liable for any loss or damage incurred by the Customer as a result of Delivery being late. In the event that the Customer is unable to take Delivery of the Goods as arranged then the Seller shall be entitled to charge a reasonable fee for redelivery and/or storage. 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 Seller is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds. The Seller will not be required to pay for the Seller to make a claim for the Customer's loss of the Goods. If the Customer requests the Seller to leave Goods outside the Seller's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk. The Customer acknowledges that variations of colour and shade are inherent in the Goods. While every effort will be taken by the Seller to match colour and shade of the Goods, the Seller shall not be liable for any loss, damage or costs, howsoever arising resulting from any variation in colour and shading between batches of the Goods or the samples. The Customer acknowledges that all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in the Seller's or the manufacturer's fact sheets, price lists or advertising material, and any other information given by the Seller for identification only. The Customer shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the Contract, unless expressly stated as such in writing by the Seller. The Customer shall be responsible for ensuring that the Goods ordered are suitable for their intended use. Any advice, recommendation, information, assistance or service provided by the Seller in relation to Goods supplied is given in good faith and without warranty. The Customer shall be responsible for ensuring that Goods shall be accepted without liability on the part of the Seller and it shall be the responsibility of the Customer to confirm the accuracy and reliability of the same in light of the use to which the Customer Goods or any other goods. Display Stands Provided on Loan Display stands and associated equipment ("Display Stand") shall at all times remain the property of the Seller. The Seller agrees that they shall be responsible for Delivery of the Display Stand to the Customer. The Customer agrees that: (a) the Display Stand is only to be used to display the Seller's Goods at any of the Seller's associated companies; and (b) the Display Stand is to be kept stocked to the agreed minimum levels at all times; and (c) keep the Display Stand in their own possession and control and shall not assign the benefit of the Display Stand nor be entitled to a lien over the Display Stand; and (d) not alter or make any additions to the Display Stand including but without limitation altering, making any additions to, defacing, 16.2 16.1 16.3 16.4 16.5 16.6 16.7 16.8 16.9 16.10 16.11 16.12 16.13 16.14 16.15 16.16 16.17 16.18 16.19 16.20 16.21 16.22 16.23 16.24 16.25 16.26 16.27 16.28 16.29 16.30 16.31 16.32 16.33 16.34 16.35 16.36 16.37 16.38 16.39 16.40 16.41 16.42 16.43 16.44 16.45 16.46 16.47 16.48 16.49 16.50 16.51 16.52 16.53 16.54 16.55 16.56 16.57 16.58 16.59 16.60 16.61 16.62 16.63 16.64 16.65 16.66 16.67 16.68 16.69 16.70 16.71 16.72 16.73 16.74 16.75 16.76 16.77 16.78 16.79 16.80 16.81 16.82 16.83 16.84 16.85 16.86 16.87 16.88 16.89 16.90 16.91 16.92 16.93 16.94 16.95 16.96 16.97 16.98 16.99 16.100 16.101 16.102 16.103 16.104 16.105 16.106 16.107 16.108 16.109 16.110 16.111 16.112 16.113 16.114 16.115 16.116 16.117 16.118 16.119 16.120 16.121 16.122 16.123 16.124 16.125 16.126 16.127 16.128 16.129 16.130 16.131 16.132 16.133 16.134 16.135 16.136 16.137 16.138 16.139 16.140 16.141 16.142 16.143 16.144 16.145 16.146 16.147 16.148 16.149 16.150 16.151 16.152 16.153 16.154 16.155 16.156 16.157 16.158 16.159 16.160 16.161 16.162 16.163 16.164 16.165 16.166 16.167 16.168 16.169 16.170 16.171 16.172 16.173 16.174 16.175 16.176 16.177 16.178 16.179 16.180 16.181 16.182 16.183 16.184 16.185 16.186 16.187 16.188 16.189 16.190 16.191 16.192 16.193 16.194 16.195 16.196 16.197 16.198 16.199 16.200	
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Please note that a larger print version of these terms and conditions is available from the Seller on request.

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