



archant

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Archant Limited

GST No. 84-779-385

700C Omaha Road, HASTINGS 4120

Phone: (06) 878 8904 • Fax: (06) 878 8906

Email: receivables@archant.co.nz

Web: www.archant.co.nz

Customer's Details: <input type="radio"/> Individual <input type="radio"/> Sole Trader <input type="radio"/> Trust <input type="radio"/> Partnership <input type="radio"/> Company <input type="radio"/> Other:					
Full or Legal Name:					
Trading Name: (If different from above)					
Physical Address:			Postcode:		
Billing Address:			Postcode:		
Email Address:					
Phone No:	Fax No:	Mobile No:			
Personal Details: (please complete if you are an Individual)					
D.O.B.		Driver's Licence No:			
Business Details: (please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)					
Company Number:			Date Incorp. (current owners):		
Nature of Business:			GST No: (if applicable)		
Paid Up Capital: \$		Estimated Monthly Purchases: \$		Credit Limit Required: \$	
Principal Place of Business is: <input type="radio"/> Rented <input type="radio"/> Owned <input type="radio"/> Mortgaged (to whom):					
Directors / Owners / Trustee (if more than two, please attach a separate sheet)					
(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:	
Account Terms: <input type="radio"/> 20 Days <input type="radio"/> COD <input type="radio"/> Other:					
Purchase Order Required? <input type="radio"/> YES <input type="radio"/> NO		Accounts to be emailed? <input type="radio"/> YES <input type="radio"/> NO			
Accounts Email Address:					
Accounts Contact:			Phone No:		
Bank and Branch:			Account No:		
Trade References: (please provide companies that are willing to do trade references)					
Name:		Address:		Phone / Fax / Email:	
1.					
2.					
3.					

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Archant Limited which form part of, and are intended to be read in conjunction with this Credit Account Application 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 (SELLER): _____

Name: _____ Name: _____

Position: _____ Position: _____

Date: _____ Date: _____

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			/ /

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Archant Limited and its successors and assigns ("the Seller") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

(“the Customer”) [Insert Company Name In Box Provided]

I/WE (also referred to as the “Guarantor/s”) UNCONDITIONALLY AND IRREVOCABLY:

1. **GUARANTEE** the due and punctual payment to the Seller of all monies which are now owing to the Seller by the Customer and all further sums of money from time to time owing to the Seller by the Customer in respect of goods and services supplied or to be supplied by the Seller to the Customer or any other liability of the Customer to the Seller, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with the Seller, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to the Seller the Guarantor will immediately on demand pay the relevant amount to the Seller. In consideration of the Seller agreeing to supply the Goods to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 1999 (“PPSA”) and unequivocally consents to the Seller registering any interest so charged. Furthermore, it is agreed by both parties that where the Guarantor is acting in the capacity as a trustee for a trust, then the Guarantor agrees to charge all its right title and interest in any land realty, or other assets capable of being charged in its own capacity and in its capacity as trustee and shall be subject to the PPSA Registration as stated above. The Guarantor irrevocably appoints the Seller and each director of the Seller as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which the Seller may reasonably require to:
 - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (b) register any other document required to be registered by the PPSA or any other law; or
 - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
2. **HOLD HARMLESS AND INDEMNIFY** the Seller on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, the Seller in connection with:
 - (a) the supply of goods and/or services to the Customer; or
 - (b) the recovery of monies owing to the Seller by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to the Seller's nominees' costs of collection and legal costs; or
 - (c) monies paid by the Seller with the Customer's consent in settlement of a dispute that arises or results from a dispute between, the Seller, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by the Seller to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. I/We have received, read and understood the Seller's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.
4. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of monies owing to the Seller by the Customer and all obligations herein have been fully paid satisfied and performed.
5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Seller's part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligations to the Seller, each Guarantor shall be a principal debtor and liable to the Seller accordingly.
6. If any payment received or recovered by the Seller is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Seller shall each be restored to the position in which they would have been had no such payment been made.
7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, the obligations and agreements on the part of the Guarantor, shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable) contained in this Guarantee and Indemnity shall bind them jointly and severally.
8. I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to the Seller.
9. I/we irrevocably authorise the Seller to obtain from any person or company any information which the Seller may require for credit reference purposes. I/We further irrevocably authorise the Seller to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Seller as a result of this Guarantee and Indemnity being actioned by the Seller.
10. The above information is to be used by the Seller for all purposes in connection with the Seller considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1

SIGNED: _____

FULL NAME: _____

HOME ADDRESS: _____

DATE OF BIRTH: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this day of 20_____

GUARANTOR-2

SIGNED: _____

FULL NAME: _____

HOME ADDRESS: _____

DATE OF BIRTH: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this day of 20_____

Note: 1. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).

2. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

WARNING: THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT

Archant Limited – Terms & Conditions of Trade

1.	Definitions	variation in colour and shading between batches of the Goods or sale samples and the final Goods supplied.
1.1	"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.	The Customer acknowledges that all descriptive specifications, illustrations, drawings, data, dimensions, lengths and weights stated in the Seller's or the manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Customer shall not be entitled to rely so much 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.
1.2	"Seller" means Archant Limited, its successors and assigns or any person acting on behalf of and with the authority of Archant Limited.	The Customer shall be responsible for ensuring that the Goods ordered are suitable for their intended use.
1.3	"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 documentation, and:	any recommendation, information, assistance or service provided by the Seller in relation to Goods supplied is given in good faith, is based on the Seller's own knowledge and experience and 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 makes or intends to make of the Goods.
1.4	(a) if there is more than one Customer, is a reference to each Customer jointly and severally;	Display Stands Provided on Loan
	(b) if the Customer is a partnership, it shall bind each partner jointly and severally; and	Display Stands Provided on Loan
	(c) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and	Display Stands Provided on Loan
	(d) includes the Customer's executors, administrators, successors and permitted assigns.	Display Stands Provided on Loan
1.5	"Goods" means all Goods or Services supplied by the Seller to the Customer at the Customer's request from time to time (whether the context so permits the terms "Goods" or "Services" shall have the same meaning).	Display Stands Provided on Loan
1.6	"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 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 ordering from the website, then the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to placing an order via the website.	The Seller agrees that they shall be responsible for Delivery of the Display Stand to the Customer.
1.7	"Price" means the Price payable (plus any Goods and Services Tax ("GST") where applicable) for the Goods as agreed between the Seller and the Customer in accordance with clause 6 below.	The Customer agrees that:
2.	Acceptance	(a) the Display Stand is only to be used to display the Seller's Goods or any of the Seller's associated companies and products;
2.1	The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by the terms and conditions if the Customer places an order for or accepts Delivery of the Goods.	(b) the Display Stand is to be kept stocked to the agreed minimum levels at all times; and
2.2	These terms and conditions may only be amended with the consent of both parties in writing and shall prevail to the extent of any inconsistency with any other document or Contract between the Customer and the Seller.	(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
2.3	None of the Seller's officers or representatives are authorised to make any representations, statements, contracts or agreements not expressed by the manager of the Seller in writing nor shall be bound by such representations.	(d) not alter or make any additions to the Display Stand including but not limitation altering, making any additions to, defacing or erasing any identifying mark, plate or number on or in the Display Stand or in any other manner interfere with the Display Stand.
2.4	The Customer acknowledges that the supply of Goods on credit shall not take effect until the Customer has completed a credit application with the Seller and it has been approved with a credit limit established for the account.	(e) the Customer is responsible for the upkeep of the stand and agrees to take all due care to ensure that the Display Stand is not damaged or marked in any way; and
2.5	In the event that the supply of Goods request exceeds the Customer's credit limit and/or the account exceeds the payment terms, the Seller reserves the right to refuse Delivery.	(f) they shall immediately advise the Seller if for any reason they opt to remove the Display Stand from display.
2.6	The Customer is responsible for the supply of Goods to the Seller for delivery. All orders may be subject to availability and if, for any reason, Goods are not or cannot be available, the Seller reserves the right to vary the Price with alternative Goods as per clause 6.2, subject to prior confirmation and agreement of both parties. The Seller also reserves the right to half all Services until such time as the Seller and the Customer agree to such changes. The Seller shall not be liable to the Customer for any loss or damage the Customer suffers due to the Seller exercising its rights under this clause.	The Seller reserves the right to require the immediate return of the stand in the event that the conditions in clause 9.3 are not met.
2.7	Delivery of the stand will be to the Seller at any time, but may not throw it away or give it to any other party, unless with the express permission of the Seller.	The Customer shall be liable for the stand to the Seller at any time, but may not throw it away or give it to any other party, unless with the express permission of the Seller.
2.8	If the stand is damaged or lost whilst in the care of the Customer then the Customer shall be liable for the full cost of the repair or replacement of the stand (notwithstanding that such costs shall not exceed the value of the stand as stated in the Seller's Display Stand Agreement).	If the stand is damaged or lost whilst in the care of the Customer then the Customer shall be liable for the full cost of the repair or replacement of the stand (notwithstanding that such costs shall not exceed the value of the stand as stated in the Seller's Display Stand Agreement).
2.9	The Customer accepts full responsibility for the safekeeping of the Display Stand and the Customer agrees to insure of self-insure, the Seller's interest in the Display Stand and agrees to indemnify the Seller against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property or persons arising out of the use of the Display Stand. Further the Customer will not use the Display Stand nor permit it to be used in such a manner as would permit an insure to decline any claim.	The Customer accepts full responsibility for the safekeeping of the Display Stand and the Customer agrees to insure of self-insure, the Seller's interest in the Display Stand and agrees to indemnify the Seller against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property or persons arising out of the use of the Display Stand. Further the Customer will not use the Display Stand nor permit it to be used in such a manner as would permit an insure to decline any claim.
3.	Errors and Omissions	10.1 The Seller and the Customer agree that ownership of the Goods shall not pass until:
3.1	The Customer acknowledges and accepts that the Seller shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):	(a) the Customer has paid the Seller all amounts owing to the Seller; and
3.2	(a) resulting from an inadvertent mistake made by the Seller in the formation and/or the administration of this Contract;	(b) the Customer has met all of its other obligations to the Seller.
3.3	(b) contained informed from any literature (hard copy and/or electronic) supplied by the Seller in respect of the Services.	Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
3.4	In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of the Seller, the Customer shall not be entitled to treat this Contract as repudiated and render it invalid.	10.3 The Customer shall be deemed to own the Goods until the Customer has paid the Seller in accordance with clause 10.1:
4.	Changes in Control	(a) the Customer is only a bailee of the Goods and must return the Goods to the Seller on request.
4.1	The Customer will give the Seller 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 Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax numbers, change of trustees, or business practice). The Customer shall be liable for any loss incurred by the Seller as a result of the Customer's failure to comply with this clause.	(b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for the Seller and must pay to the Seller the proceeds of any insurance in the event of the Goods being damaged or destroyed.
5.	On-Demand Payment	(c) the Customer may not resell or otherwise part with possession of the 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 Seller and must pay or deliver the proceeds to the Seller on demand.
5.1	The Customer acknowledges and agrees that:	(d) the Customer should not convert or process the Goods or interim them with other goods if the Customer does so then the Customer holds the resulting product on trust for the benefit of the Seller and must sell, dispose of or return the resulting product to the Seller as it so directs.
	(a) the Seller does not guarantee the website's performance;	(e) the Customer irrevocably authorises the Seller to enter any premises where the Seller believes the Goods are kept and recover possession of the Goods.
	(b) 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 Seller.	(f) the Seller may recover possession of any Goods in transit whether or not Delivery has occurred.
	(c) online ordering may be unavailable from time to time for regularly scheduled maintenance or for other reasons;	(g) the Customer shall not charge or grant an encumbrance over the Goods nor grant or otherwise give away any interest in the Goods while they remain the property of the Seller.
	(d) there are inherent hazards in electronic distribution, and as such the Seller cannot warrant against delays or errors in transmitting data between the Customer and the Seller including orders, and you agree that to the maximum extent permitted by law, the Seller will not be liable for any losses which the Customer suffers as a result of online-ordering not being available or for delays or errors in transmitting orders;	(h) the Seller may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.
	(e) when making a transaction through the website, the Customer's information will pass through secure servers using SSL (secure sockets layer) encryption technology. The encryption process ensures that the Customer's information cannot be altered by or altered by outside influences;	(i) the Seller Customer shall not charge or grant an encumbrance over the Goods nor grant or otherwise give away any interest in the Goods while they remain the property of the Seller.
	(f) if the Customer is not the cardholder for any credit card being used to pay for the Goods, the Seller shall be entitled to reasonably assume that the Customer has received permission from the cardholder for the use of the credit card for the transaction.	(j) the Seller may, notwithstanding that ownership of the Goods has not passed to the Customer, commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.
5.2	The Seller 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 Seller's business, or violated these terms and conditions.	11.1 Upon agreeing to these terms and conditions in writing the Customer acknowledges and agrees that:
6.	Price and Payment	(a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
6.1	All the Seller's sole discretion the Price shall be either:	(b) a security interest is taken in all Goods and/or collateral (account) – being a monetary obligation of the Customer to the Seller for Services – that have previously been supplied and that will be supplied in the future by the Seller to the Customer.
	(a) as indicated on any invoice provided by the Seller to the Customer; or	11.2 The Customer agrees to:
	(b) the Price at the date of Delivery of the Goods according to the Seller's current price list;	(a) any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Seller may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
	(c) the Seller'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.	(b) indemnify, and upon demand reimburse, the Seller for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or relating to the Goods claimed thereby;
6.2	The Seller reserves the right to change the Price:	(c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of the Seller; and
	(a) if a variation to the Goods which are to be supplied is requested;	(d) immediately advise the Seller 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.
	(b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested;	11.3 The Seller and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
	(c) during the term of the Services, the Goods are not or cease to be available from the Seller's third-party suppliers, then the Seller reserves the right to provide alternative Goods; or	The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
	(d) where Additional Works are required or delays occur due to the discovery of hidden or identifiable difficulties which are only discovered on commencement of the Services;	11.5 Unless otherwise agreed to in writing by the Seller, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
	(e) in the event of increases to the Seller in the cost of labour or materials (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges) which are beyond the Seller's control.	11.6 The Customer shall unconditionally ratify any actions taken by the Seller under clauses 11.1 to 11.5.
6.3	Variations will be charged for on the basis of the Seller's quotation, and will be detailed in writing, and shown as separate on the Seller's invoice. The Customer shall be required to respond to any variation submitted by the Seller within ten (10) working days. Failure to do so will be deemed to be acceptance of the variation and the variation will become part of the Price. Payment for all variations must be made in full at the time of their completion.	12.1 In consideration of the Seller 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 capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any amount due).
6.4	At the Seller's sole discretion, a non-refundable fifty percent (50%) 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 determined by the Seller, which may be:	The Customer indemnifies the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Seller's rights under this clause.
6.5	(a) delivery of the Goods;	The Customer irrevocably appoints the Seller and each director of the Seller as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on the Customer's behalf.
	(b) payment of interest in progress payments in accordance with the Seller's payment schedule, which shall be:	13.1 The Customer shall inspect the Goods on Delivery and shall within seven (7) days of Delivery (time being of the essence) notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following Delivery. The Seller shall be entitled to deduct from any payment due to the Customer failing to comply with these provisions the Goods which will be presumed to be free from any defect or damage. For defective Goods, which the Seller has agreed in writing that the Customer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing the Goods.
	(i) fifty percent (50%) deposit, due upon acceptance of the quote; and	Goods will not be accepted for return other than in accordance with 13.1 above, and provided:
	(ii) remaining balance due on Delivery of the Goods.	(a) the Seller has agreed in writing to accept the return of the Goods; and
	(d) the Goods are returned at the Customer's cost within seven (7) days of the Delivery date; and	(b) the Goods are returned in the condition in which they were delivered and with all packaging, fittings, accessories and production material in as new condition as is reasonably possible in the circumstances.
	(c) the Seller will not be liable for Goods which have not been stored or used in a proper manner; and	The Seller will not accept the return of Goods for credit.
	(d) the Goods are returned in the condition in which they were delivered and with all packaging, fittings, accessories and production material in as new condition as is reasonably possible in the circumstances.	The Seller may incur a handling fee of ten percent (10%) of the value of the returned Goods plus any freight, or as otherwise stipulated on any other documentation.
6.6	Payment may be made by cash, effpos, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Customer and the Seller.	Subject to clause 13.1, non-stocklist items or Goods made to the Customer's specifications will be acceptable for credit or return.
6.7	The Customer may be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owing by the Seller to the Seller nor to withhold payment of any invoice because part of that invoice is in dispute.	14.1 For Goods not manufactured by the Seller, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Seller shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods, and unless stated otherwise the warranty period shall be for a period of twelve (12) months from the date of delivery.
6.8	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 this or 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 as the same is being paid by the customer pays the Price. In addition, the Customer must pay any other taxes or duties that may be applicable in addition to the Price except where they are expressly included in the Price.	15.1 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 do not apply to the Goods or to the Seller's Customer.
7.	Delivery of Goods	16.1 Intellectual Property
7.1	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.	Where the Seller has designed, drawn or developed Goods for the Customer, then the copyright and any designs, drawings and documents shall remain the property of the Seller. Under no circumstances may such designs, drawings and documents be used without the express written approval of the Seller.
7.2	All the Seller's sole discretion, delivery of the Goods in addition to the Price.	The Customer warrants that all designs, specifications or instructions given to the Seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify the Seller against any action taken by a third party in respect of any infringement.
7.3	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.	16.2 The Customer agrees that the Seller may use the Goods for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Seller has created for the Customer.
7.4	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 whenever they are tendered 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.	16.3 Risk
8.	Risk of damage to or loss of the Goods shall pass to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.	Risk of damage to or loss of the Goods shall pass to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.
8.2	If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Customer, the Seller will be 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 without the need for any person dealing with the Seller to make further enquiries.	16.4 Intellectual Property
8.3	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 risk.	Where the Seller has designed, drawn or developed Goods for the Customer, then the copyright and any designs, drawings and documents shall remain the property of the Seller. Under no circumstances may such designs, drawings and documents be used without the express written approval of the Seller.
8.4	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	16.5 Intellectual Property

Please note that a larger print version of these terms and conditions is available from the Seller on request.