

Terms of Trade

CONDITIONS OF CONTRACT

FOR easy2C Limited

1. THIS order is subject to acceptance by the Company and cannot be withdrawn or varied without the consent in writing of the Company. The order will not be deemed to have been accepted by the Company until it is expressly confirmed by the Company in writing or until the Company has commenced performance.
2. THE contract shall arise upon acceptance by the Company of this order. The items contained in the order together with these terms and conditions shall be the terms of the contract. In the event of any conflict between these terms and conditions and the buyer's order these terms and conditions shall prevail. All other conditions, warranties, descriptions and representations whether expressed or implied by law, trade, custom, or otherwise are expressly excluded. No agent or representative of the Company is authorised to make any representations, statements, conditions or agreements not expressly confirmed by the Company in writing and the Company is in no way bound by any such unauthorised statements nor shall any such statements be capable of being taken from part of a contract with the Company collateral to this contract.
3. ALL risks of loss or damage shall be borne by the buyer from the time the goods leave the Company's premises. The Company shall be under no obligation to insure the goods unless this is expressly provided in the order.
4. DELIVERY is deemed completed upon despatch from the Company by mail or the Company delivering the goods to a carrier for transportation to the buyer whether or not such carrier is employed by the Company. The customer shall accept the delivery of the goods on the date specified for delivery, or if the Company is unable to make delivery at this time, on such later date as the Company is able to make delivery. The Company shall not be liable for failure to deliver or for delay in delivery occasioned by strike, difficulty in acquiring suitable materials, shortage of labour, delays in transit, legislative, governmental or other prohibitions or restrictions, fire, flood, hostilities or other causes whatsoever (whether similar in nature or not to the foregoing) beyond the Company's control.
5. THE Company will endeavour to deliver the exact quantity ordered but reserves the right to deliver the amount of the order plus or minus 5% and the buyer shall accept such quantity as delivered and pay for the same at the same contract rate. Such delivery shall be deemed settlement of the buyer's order.
6. THE liability of the Company whether in contract or in tort for any loss or damage or injury arising directly or indirectly from any defect or non compliance of the goods supplied is limited to replacement or repair of such goods or damages not exceeding the invoice value of such defective or non complying goods at the option of the Company. The right to reject non conforming goods shall be limited so as to be effective only if rejection is notified in writing to the Company within fourteen days of receipt of goods.
7. ALL sales, excise, use, or other tax (including GST) at the date of delivery, shall be added to and form part of the price of the goods. Similarly, any increase in freight, postage or express charges shall be added to the price of the goods.
8. TERMS shall be net cash upon delivery as defined in Clause 4 hereof. If the buyer wishes to open a credit account with the Company, the buyer shall provide all relevant details requested by the Company on the Credit Application Form, and in doing so agrees that in the course of any enquiries or investigations that may be required by the Company to validate, or otherwise, the buyers credit or supply suitability, either now or in the future, the buyer authorises any person or company to provide information of their experiences with the buyer, and also authorises the Company to provide without further permission such information to others seeking further similar validation.
9. THE Company reserves the right to charge interest at the rate of 2% per month on any amount outstanding from the 20th of the month following invoice. Any costs incurred in the collection of monies relating to this order, including collection fees and/or late payment fees, will be charged in addition to the invoiced amount should the buyers account fall into arrears. If the buyer shall commit an act of bankruptcy, or being a company do any act which would render it liable to be wound up or have a receiver appointed over its property, or cease to carry on or agree to sell its business, the Company may at its option suspend or terminate the contract and all costs incurred by the Company up to the date of such suspension or as a result of such suspension shall be payable by the buyer upon demand.
10. THE Customer must pay our charges for the goods or services we provide, regardless of whether your business has been sold or closed.
11. ALL sketches, dummies, artwork, tools, dies and plates made or utilised by the Company in fulfilling the contract shall remain the property of the Company which shall be entitled to the exclusive use thereof.
12. THE customer agrees to indemnify and save harmless the Company against any claim loss or expense to which the Company may become liable through any work required to be done in accordance with any design or instruction furnished by the buyer involving an infringement of a patent, trademark, copyright, registered design or common law right.
13. THE contract shall arise in New Zealand and shall be governed by New Zealand law.
14. ALL the original rights, powers and exemptions and remedies of the Company shall remain in full force notwithstanding any neglect, forbearance or delay in the enforcement thereof. The company shall not be deemed to waive any condition unless such waiver shall be in writing under the signature of the manager or secretary of the Company and any such waiver unless the contrary shall be expressly stated, shall apply to and operate only in the particular transaction dealing or matter.
15. THESE conditions of contract are entered into on behalf of and are intended to bind and ensure to the benefit of the Company and the Company's successors and assigns. The provision of these conditions of contract, including this one, shall be given a large and liberal interpretation in favour of the Company so that the Contra Proferentem Rule shall not apply in any case against or to the disadvantage of the Company.
16. IN this order the term 'Company' refers to Allen Calendars Limited trading as Allen Calendars, and the term 'the buyer' refers to the person, firm, company or corporate entity by whom the order is submitted.