

# Rydges Wholesale Foods Pty Ltd – Terms & Conditions of Trade

1. <b>Definitions</b>	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 storage.	guarantees under the CCA) may be implied into these terms and (c) conditions (Non-Excluded Guarantees). The Seller acknowledges that nothing in these terms and conditions shall be construed to limit or exclude the Non-Excluded Guarantees. Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, the Seller makes no warranties or other representations under these terms and conditions that are not limited to the quality or suitability of the Goods. The Seller's liability in respect of these warranties is limited to the fullest extent permitted by law.	reports are available to the Seller when the Seller sends an email to the Customer, so the Seller may collect and review that information ("collectively Personal Information").
1.1 "Seller" means Australian Master, its successors and assigns or any person acting on behalf of and with the authority of Australian Master.	<b>Risk</b> 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 the date of delivery.	If the Customer is a consumer within the meaning of the CCA, the Seller's liability is limited to the extent permitted by section 64A of the Consumer Credit Act 1988 (the "CCA").	For the purposes of the enabling of Personal Information by way of Cookies, the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable, provided on the website prior to proceeding with a purchase/order.
1.2 "Customer" means the person/s or any person acting on behalf of 8, and with the authority of the Customer requesting the Seller to 8.1 provide the Services as specified in any proposal, quotation, order, invoice or other document issued by the Seller.	If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Seller is entitled to provide all insurance proceeds payable for the Goods. The Seller's 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.	If the Seller is required to replace the Goods under this clause or the CCA, but is unable to do so, the Seller may refund any money the Customer has paid for the Goods.	The Customer agrees for the Seller to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B. occupation, driver's license details, electronic contact details, email, Facebook or Twitter details), medical insurance details or next of kin (where applicable), previous credit applications, credit history) about the Customer in relation to credit provided by the Seller.
(a) If there is more than one Customer, it is a reference to each 8.2 Customer jointly and severally, and	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.	If the Customer is not a consumer within the meaning of the CCA, the Seller's liability for any defect or damage in the Goods is: (a) provided to the Customer by the Seller at the Seller's sole (b) discretion; (c) limited to any warranty to which the Seller is entitled, if the Seller did not manufacture the Goods; and (d) otherwise regulated absolutely.	The Customer agrees that the Seller may exchange information about the Customer with those credit providers and with related body corporates for the following purposes: (a) to assess an application by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
(b) If the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and	The Customer acknowledges that it is the Customer's responsibility to check quantities, before finalising an order with the Seller. The Seller shall not be liable for any incorrect quantities ordered by the Customer and such incorrect quantities shall be at the Customer's own cost.	Subject to this clause 13, returns will only be accepted provided that: (a) the Customer has complied with the provisions of clause 13.1; and (b) the Goods are returned within a reasonable time at the Customer's cost (if that cost is not significant); and (c) the Goods are returned in as close a condition to that in which they (a) were delivered as is possible; and (b) Notwithstanding clauses 13.1 to 13.8 but subject to the CCA, the Seller shall not be liable for any defect or damage which may be (c) caused or partly caused by or arise as a result of: (d) the Customer failing to properly maintain or store any Goods; (e) the Customer using the Goods for any purpose other than that for which they were designed; (f) the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user; (g) the Customer failing to follow any instructions or guidelines provided by the Seller; (h) fair wear and tear, any accident, or act of God.	The Customer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit. The Seller may use the information provided may be used and retained by the Seller for the following purposes (and for other agreed purposes or required by): (a) the provision of Goods; and/or (b) analysing, verifying and checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or (d) enabling the collection of amounts outstanding in relation to the Customer's credit.
(c) "Goods" means the Seller's executors, administrators, successors and permitted assigns.	<b>Compliance of Law</b> The Seller warrants that Goods processed on its registered premises, and supplied to all Customers, shall meet all safety (a) requirements, standards as defined by the Hazard Analysis and Critical Control Points (HACCP), Food Safety Programme, and (c) is eminently suitable for public consumption and therefore compliant with the Australian New Zealand Food Standards Code. (d) Any alleged claims of contamination, accidental inclusion or food borne illnesses must be reported to the Seller's management in writing as soon as reasonable practicable. The Seller reserves the right to inspect any items attributed to the claim and have the items tested by an independent laboratory before any public claims, (a) statements or dissemination of information in any format including (b) social media.	(a) Defect 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 Seller's sole discretion such interest shall compound monthly at such a rate) (a) after the Customer has received approval of the Seller.	The Customer agrees that the Seller may exchange information about the Customer with those credit providers of a default by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
1.3 "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 the 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 8.4 this, to contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, Customer information (including but not limited to "Personal Information" such as: name, address, D.O.B. occupation, driver's license details, electronic contact details, email, Facebook or Twitter details), medical insurance details or next of kin (where applicable), previous credit applications, credit history) about the Customer in relation to credit provided by the Seller.	(b) If the Customer is not a consumer within the meaning of the CCA, the Seller's liability for any defect or damage in the Goods is: (a) provided to the Customer by the Seller at the Seller's sole (b) discretion; (c) limited to any warranty to which the Seller is entitled, if the Seller did not manufacture the Goods; and (d) otherwise regulated absolutely.	The Customer agrees that the Seller may exchange information about the Customer with those credit providers of a default by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
1.4 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to 8.4 this, to contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, Customer information (including but not limited to "Personal Information" such as: name, address, D.O.B. occupation, driver's license details, electronic contact details, email, Facebook or Twitter details), medical insurance details or next of kin (where applicable), previous credit applications, credit history) about the Customer in relation to credit provided by the Seller.	<b>Acceptance</b> 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 or accepts delivery of the Goods.	(c) Subject to clause 13.1, returns will only be accepted provided that: (a) the Customer has complied with the provisions of clause 13.1; and (b) the Goods are returned within a reasonable time at the Customer's cost (if that cost is not significant); and (c) the Goods are returned in as close a condition to that in which they (a) were delivered as is possible; and (b) Notwithstanding clauses 13.1 to 13.8 but subject to the CCA, the Seller shall not be liable for any defect or damage which may be (c) caused or partly caused by or arise as a result of: (d) the Customer failing to properly maintain or store any Goods; (e) the Customer using the Goods for any purpose other than that for which they were designed; (f) the Customer continuing the use of any Goods after any defect became apparent or should have become apparent to a reasonably prudent operator or user; (g) the Customer failing to follow any instructions or guidelines provided by the Seller; (h) fair wear and tear, any accident, or act of God.	The Customer agrees that the Seller may exchange information about the Customer with those credit providers of a default by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
1.5 "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 Customer and website, and can be accessed again by the web server or the Customer's 3.2 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 ordering Goods via the website.	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.	(d) Notwithstanding anything contained in this clause if the Seller is (b) required by a law to accept a return then the Seller will only accept a return on the conditions provided by that law.	The Customer agrees that the Seller may exchange information about the Customer with those credit providers of a default by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
1.6 "Price" means the Price payable (plus any GST where applicable) 9.3 for the Goods as agreed between the Seller and the Customer in accordance with clause 6 below.	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 statement by the Seller.	(e) If the Customer is not a consumer within the meaning of the CCA, the Seller's liability for any defect or damage in the Goods is: (a) provided to the Customer by the Seller at the Seller's sole (b) discretion; (c) limited to any warranty to which the Seller is entitled, if the Seller did not manufacture the Goods; and (d) otherwise regulated absolutely.	The Customer agrees that the Seller may exchange information about the Customer with those credit providers of a default by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
1.7 "GST" means Goods and Services Tax as defined under the "A. New Tax System (Goods and Services Tax) Act 1999" (Cth).	In the event that the supply of Goods request exceeds the Customers credit limit and/or the account exceeds the payment terms, the Seller reserves the right to refuse delivery.	(f) Further to any other rights or remedies the Seller may have under this contract, if a Customer has made payment to the Seller, and the transaction is subsequently reversed, the Customer shall be liable for the net loss of the Seller's revenue, in addition to any further costs incurred by the Seller under this clause 15, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.	The Customer agrees that the Seller may exchange information about the Customer with those credit providers of a default by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
1.8 "Acceptance" means the Customer's agreement to the terms and conditions of the Goods.	Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.	(g) Further to any other rights or remedies the Seller may have under this contract, if a Customer has made payment to the Seller, and the transaction is subsequently reversed, the Customer shall be liable for the net loss of the Seller's revenue, in addition to any further costs incurred by the Seller under this clause 15, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.	The Customer agrees that the Seller may exchange information about the Customer with those credit providers of a default by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
2.1 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 or accepts delivery of the Goods.	The Seller will use all reasonable endeavours to ensure that all Goods ordered by the Customer is supplied to the Customer. If the Goods ordered are not available in stock, the Seller shall work with the Customer on a case by case basis where options may include back order of Goods or amendment to the order.	(h) Further to any other rights or remedies the Seller may have under this contract, if a Customer has made payment to the Seller, and the transaction is subsequently reversed, the Customer shall be liable for the net loss of the Seller's revenue, in addition to any further costs incurred by the Seller under this clause 15, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.	The Customer agrees that the Seller may exchange information about the Customer with those credit providers of a default by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
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.	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): (f) resulting from an inadvertent mistake made by the Seller in the preparation and/or execution of this contract and/or (g) contained in/omitted from any literature (hard copy and/or electronic) supplied by the Seller in respect of the Services.	(i) Further to any other rights or remedies the Seller may have under this contract, if a Customer has made payment to the Seller, and the transaction is subsequently reversed, the Customer shall be liable for the net loss of the Seller's revenue, in addition to any further costs incurred by the Seller under this clause 15, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.	The Customer agrees that the Seller may exchange information about the Customer with those credit providers of a default by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
2.3 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 statement by the Seller.	In the event such an error and/or omission occurs in accordance with clause (f) or (g) above, the Seller shall not be liable to treat this contract as repudiated nor render it invalid.	(j) Further to any other rights or remedies the Seller may have under this contract, if a Customer has made payment to the Seller, and the transaction is subsequently reversed, the Customer shall be liable for the net loss of the Seller's revenue, in addition to any further costs incurred by the Seller under this clause 15, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.	The Customer agrees that the Seller may exchange information about the Customer with those credit providers of a default by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
2.4 In the event that the supply of Goods request exceeds the Customers credit limit and/or the account exceeds the payment terms, the Seller reserves the right to refuse delivery.	The Seller will use all reasonable endeavours to ensure that all Goods ordered by the Customer is supplied to the Customer. If the Goods ordered are not available in stock, the Seller shall work with the Customer on a case by case basis where options may include back order of Goods or amendment to the order.	(k) Further to any other rights or remedies the Seller may have under this contract, if a Customer has made payment to the Seller, and the transaction is subsequently reversed, the Customer shall be liable for the net loss of the Seller's revenue, in addition to any further costs incurred by the Seller under this clause 15, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.	The Customer agrees that the Seller may exchange information about the Customer with those credit providers of a default by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
2.5 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.	<b>Out of Stock/Substitution</b> The Seller will use all reasonable endeavours to ensure that all Goods ordered by the Customer is supplied to the Customer. If the Goods ordered are not available in stock, the Seller shall work with the Customer on a case by case basis where options may include back order of Goods or amendment to the order.	(l) Further to any other rights or remedies the Seller may have under this contract, if a Customer has made payment to the Seller, and the transaction is subsequently reversed, the Customer shall be liable for the net loss of the Seller's revenue, in addition to any further costs incurred by the Seller under this clause 15, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.	The Customer agrees that the Seller may exchange information about the Customer with those credit providers of a default by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
3.1 The Seller will use all reasonable endeavours to ensure that all Goods ordered by the Customer is supplied to the Customer. If the Goods ordered are not available in stock, the Seller shall work with the Customer on a case by case basis where options may include back order of Goods or amendment to the order.	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): (f) resulting from an inadvertent mistake made by the Seller in the preparation and/or execution of this contract and/or (g) contained in/omitted from any literature (hard copy and/or electronic) supplied by the Seller in respect of the Services.	(m) Further to any other rights or remedies the Seller may have under this contract, if a Customer has made payment to the Seller, and the transaction is subsequently reversed, the Customer shall be liable for the net loss of the Seller's revenue, in addition to any further costs incurred by the Seller under this clause 15, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.	The Customer agrees that the Seller may exchange information about the Customer with those credit providers of a default by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
4.1 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): (f) resulting from an inadvertent mistake made by the Seller in the preparation and/or execution of this contract and/or (g) contained in/omitted from any literature (hard copy and/or electronic) supplied by the Seller in respect of the Services.	In the event such an error and/or omission occurs in accordance with clause (f) or (g) above, the Seller shall not be liable to treat this contract as repudiated nor render it invalid.	(n) Further to any other rights or remedies the Seller may have under this contract, if a Customer has made payment to the Seller, and the transaction is subsequently reversed, the Customer shall be liable for the net loss of the Seller's revenue, in addition to any further costs incurred by the Seller under this clause 15, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.	The Customer agrees that the Seller may exchange information about the Customer with those credit providers of a default by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
4.2 In the event such an error and/or omission occurs in accordance with clause (f) or (g) above, the Seller shall not be liable to treat this contract as repudiated nor render it invalid.	<b>Change in Control</b> The Customer shall give the Seller not less than fourteen (14) days written notice of any change in control or 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 number, 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.	(o) Further to any other rights or remedies the Seller may have under this contract, if a Customer has made payment to the Seller, and the transaction is subsequently reversed, the Customer shall be liable for the net loss of the Seller's revenue, in addition to any further costs incurred by the Seller under this clause 15, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.	The Customer agrees that the Seller may exchange information about the Customer with those credit providers of a default by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
5.1 The Customer shall give the Seller not less than fourteen (14) days written notice of any change in control or 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 number, 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>Price and Payment</b> At the Seller's sole discretion, the Price shall be either: (a) as indicated on any invoice provided by the Seller to the Customer; or (b) the Price as at the date of delivery of the Goods according to the Seller's current price list or (c) the Seller's quoted price (subject to clause 6.2) which will be valid for a period stated in the quotation or otherwise for a period of thirty (30) days.	(p) Further to any other rights or remedies the Seller may have under this contract, if a Customer has made payment to the Seller, and the transaction is subsequently reversed, the Customer shall be liable for the net loss of the Seller's revenue, in addition to any further costs incurred by the Seller under this clause 15, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.	The Customer agrees that the Seller may exchange information about the Customer with those credit providers of a default by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
6.1 At the Seller's sole discretion, the Price shall be either: (a) as indicated on any invoice provided by the Seller to the Customer; or (b) the Price as at the date of delivery of the Goods according to the Seller's current price list or (c) the Seller's quoted price (subject to clause 6.2) which will be valid for a period stated in the quotation or otherwise for a period of thirty (30) days.	The Seller reserves the right to change the Price if a variation to the Seller's quotation is requested. Any variation from the plan of scheduled Services or specifications of the Goods (including, but not limited to, changes in the cost of Goods and labour, etc) will be charged for on the basis of the Seller's quotation, and will be detailed in writing, and shown as variations 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 entitle the Seller to vary the Price. Payment for all variations must be made in full at the time of their completion.	(q) Further to any other rights or remedies the Seller may have under this contract, if a Customer has made payment to the Seller, and the transaction is subsequently reversed, the Customer shall be liable for the net loss of the Seller's revenue, in addition to any further costs incurred by the Seller under this clause 15, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.	The Customer agrees that the Seller may exchange information about the Customer with those credit providers of a default by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
6.2 The Seller reserves the right to change the Price if a variation to the Seller's quotation is requested. Any variation from the plan of scheduled Services or specifications of the Goods (including, but not limited to, changes in the cost of Goods and labour, etc) will be charged for on the basis of the Seller's quotation, and will be detailed in writing, and shown as variations 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 entitle the Seller to vary the Price. Payment for all variations must be made in full at the time of their completion.	Time for payment for the Goods being 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) for certain approved Customers, fourteen (14) days following the date specified on any invoice or other form as being the date for payment; or (d) the date specified on any invoice or other form as being the date for payment; or (e) 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.	(r) Further to any other rights or remedies the Seller may have under this contract, if a Customer has made payment to the Seller, and the transaction is subsequently reversed, the Customer shall be liable for the net loss of the Seller's revenue, in addition to any further costs incurred by the Seller under this clause 15, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.	The Customer agrees that the Seller may exchange information about the Customer with those credit providers of a default by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
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6.4 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), 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 that invoice is in dispute.	(t) Further to any other rights or remedies the Seller may have under this contract, if a Customer has made payment to the Seller, and the transaction is subsequently reversed, the Customer shall be liable for the net loss of the Seller's revenue, in addition to any further costs incurred by the Seller under this clause 15, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.	The Customer agrees that the Seller may exchange information about the Customer with those credit providers of a default by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
6.5 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 that invoice 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 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 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.	(u) Further to any other rights or remedies the Seller may have under this contract, if a Customer has made payment to the Seller, and the transaction is subsequently reversed, the Customer shall be liable for the net loss of the Seller's revenue, in addition to any further costs incurred by the Seller under this clause 15, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.	The Customer agrees that the Seller may exchange information about the Customer with those credit providers of a default by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
6.6 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 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.	<b>Delivery of Goods</b> Delivery ("Delivery") of the Goods is taken to occur at the time that: (a) the Customer or the Customer's nominated carrier takes possession of the Goods at the Seller's address; or (b) 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.	(v) Further to any other rights or remedies the Seller may have under this contract, if a Customer has made payment to the Seller, and the transaction is subsequently reversed, the Customer shall be liable for the net loss of the Seller's revenue, in addition to any further costs incurred by the Seller under this clause 15, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.	The Customer agrees that the Seller may exchange information about the Customer with those credit providers of a default by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
7.1 Delivery ("Delivery") of the Goods is taken to occur at the time that: (a) the Customer or the Customer's nominated carrier takes possession of the Goods at the Seller's address; or (b) 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.	Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this 13. contract.	(w) Further to any other rights or remedies the Seller may have under this contract, if a Customer has made payment to the Seller, and the transaction is subsequently reversed, the Customer shall be liable for the net loss of the Seller's revenue, in addition to any further costs incurred by the Seller under this clause 15, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.	The Customer agrees that the Seller may exchange information about the Customer with those credit providers of a default by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
7.2 Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this 13. contract.	The Customer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that: (a) such discrepancy in quantity shall not exceed five percent (5%), and (b) the Price shall be adjusted pro rata to the discrepancy.	(x) Further to any other rights or remedies the Seller may have under this contract, if a Customer has made payment to the Seller, and the transaction is subsequently reversed, the Customer shall be liable for the net loss of the Seller's revenue, in addition to any further costs incurred by the Seller under this clause 15, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.	The Customer agrees that the Seller may exchange information about the Customer with those credit providers of a default by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
7.3 The Customer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that: (a) such discrepancy in quantity shall not exceed five percent (5%), and (b) the Price shall be adjusted pro rata to the discrepancy.	The Seller shall take delivery of the Goods if delivery is either included in the Price or is in addition to the Price.	(y) Further to any other rights or remedies the Seller may have under this contract, if a Customer has made payment to the Seller, and the transaction is subsequently reversed, the Customer shall be liable for the net loss of the Seller's revenue, in addition to any further costs incurred by the Seller under this clause 15, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.	The Customer agrees that the Seller may exchange information about the Customer with those credit providers of a default by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
7.4 The Seller shall take delivery of the Goods if delivery is either included in the Price or is in addition to the Price.	Any time specified by the Seller for delivery of the Goods is an 13.2 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	(z) Further to any other rights or remedies the Seller may have under this contract, if a Customer has made payment to the Seller, and the transaction is subsequently reversed, the Customer shall be liable for the net loss of the Seller's revenue, in addition to any further costs incurred by the Seller under this clause 15, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.	The Customer agrees that the Seller may exchange information about the Customer with those credit providers of a default by the Customer; and/or (b) to notify other credit providers of a default by the Customer; and/or (c) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and (d) to assess the creditworthiness of the Customer including the Customer's repayment history in the preceding two (2) years.
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Please note that a larger print version of these terms and conditions is available from the Seller on request.