

## Definitions

- “Goods” shall refer to any goods delivered by Trendy Trims Ltd to you or your agent, including freight and handling charges incurred in doing so all of which form part of these terms and conditions.
- “Customer” shall refer to the customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing goods from us.
- “Company” shall refer to Trendy Trims Limited, or any agents or employees thereof.
- “Price” shall refer to the cost of the Goods, and includes all disbursements.

## Trading Terms

- 1.1 All orders are subject to acceptance and confirmation by the Company.
- 1.2 The Company only supplies goods on a wholesale basis to bona-fide retailers and manufacturers who are registered for GST purposes. We do not supply or call upon businesses operating from home unless the above criteria is met.
- 1.3 Accounts will only be opened for businesses buying on a regular monthly basis, and upon completion of a credit application form.
- 1.4 All goods supplied remain the property of the Company until paid for. Likewise any merchandising stands supplied, free of charge remain the property of the Company and cannot be sold or transferred to a new owner without the Company’s approval.

## Payment Terms

- 2.1 Accounts are run from the first of each month till the end of the month.
- 2.2 Payment is due 20th of the month following invoice date.
- 2.3 If accounts are overdue we reserve the right to withhold orders until the account is paid in full. Accounts 60 days and over risk cancellation of all credit facilities and will revert to a cash sale only basis. If this occurs orders will only be supplied after payment has been received.

## Collection Costs

- 3.1 The Customer furthermore undertakes to pay and indemnify the Company in respect of all collection and/or legal costs and expenses which may occur in recovering the amount of any overdue account. This includes costs on a solicitor/client basis. The customer understands that this amount will be added to the account balance owing.

## Backorders

- 4.1 Back ordered items will be clearly shown on the invoice. If not shown on the invoice, each order is considered complete and non-supplied items need then to be re-ordered.
- 4.2. We do not normally backorder low value items not in stock, except where those items are known to be in transit, or where clients have requested a specific backorder.

## Credit Claims

- 5.1 Goods returned for credit must be received within **14 days** in a re-saleable and unmarked condition. Please send goods directly to Head Office so that we can process these in a timely manner.
- 5.2 Freight for any returns is at the expense of the Customer unless otherwise agreed in writing from the Company.
- 5.3 Please include your account name and relevant invoice number and the items being returned.
- 5.4 Only full cards or unused product will be accepted unless faulty.

## Price

- 6.1. The price for the Goods shall be the current wholesale price charged by the Company at the date of delivery, as shown on the invoice.
- 6.2. The wholesale pricing may alter from time to time due to overseas factory price increases and currency fluctuations.
- 6.3. Prices shown on our invoices will always be deemed as our current price.
- 6.4. Prices quoted are exclusive of New Zealand’s Goods and Services Tax.

## Warranties

- 7.1 The Company warranty shall be limited to the repair or replacement at the manufacturer’s discretion of any items which have proved defective on examination of the Company within the manufacturer’s warranty period.
- 7.2 The company has no other warranty condition or guarantee, either expressed or implied, made or given by us as to the quality, state or condition of the goods, their packaging, appearance, chemical content or their fitness for any particular purpose.

## Privacy Act 1993

- 8.1 The Customer authorises the Company to:
  - (a) collect, retain and use any information about the Customer for the purpose of assessing the Customer’s creditworthiness; and
  - (b) to disclose information about the Customer, whether collected by the Company from the Customer directly or obtained by the Company from any other source, to any credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.

## Updates to these terms and conditions

- 9.1 The Company reserves the right to update these terms and conditions from time to time as required.