

Terms of Trade

Preliminary and Definitions

1.1 Fiber Fresh shall mean Fiber Fresh Limited Partnership.

1.2 Customer means the organisation, company or person to whom the goods, services and/or quotation are supplied by Fiber Fresh.

1.3 These conditions apply unless expressly altered in writing by Fiber Fresh.

2. Availability

2.1 All goods are offered subject to availability.

2.2 Orders must be received before midday on the day before dispatch or collection.

3. Pricing

3.1 All orders shall be at prices current at the date of acceptance of the Order.

3.2 GST shall be shown separately on invoices. Prices do not include GST.

4. Terms of Payment

4.1 Where credit is extended to any Customer, payment for the goods and services supplied shall be made on the 20th day of the month following delivery unless otherwise stated on the front of the invoice.

4.2 In the event of payment not being received by this date, default interest by way of penalty will be charged at a rate of 1% per month calculated daily and charged to the Customer's account.

4.3 The charging of penalty interest does not constitute an extension to the due date of payment, nor a forbearance to sue for, or seek recovery of the overdue monies by any other legal process.

4.4 The Customer shall reimburse Fiber Fresh for all costs incurred by Fiber Fresh in instructing a solicitor and/or debt collection agency to recover any amount overdue for payment. Such costs shall bear interest from the date upon which they are paid by Fiber Fresh

5. Title

5.1 Title to and property in the goods shall remain with Fiber Fresh until the contract price and all other monies owing by the Customer to Fiber Fresh have been paid in full.

5.2 The Customer grants to Fiber Fresh a security interest in the goods supplied to the value of the credit limit until payment has been made in full. The Customer agrees to provide any further information required and to execute any further documentation to perfect Fiber Fresh's security interest pursuant to the Personal Properties Security Act 1999. 5.3 The Customer shall store and keep the goods separate from the other goods stored by the Customer in such a way that the goods can be readily identifiable as Fiber Fresh goods.

5.4 Fiber Fresh is not liable for any change in product if such change is carried out by a third party.

5.5 Until payment in full, the Customer holds the goods as fiduciary and bailee.

5.6 Any sale of the goods by the Customer shall be as agent for and on behalf of Fiber Fresh and the proceeds of any such sale shall be held by the Customer on trust for Fiber Fresh separate from other monies of the Customer notwithstanding that any period of credit extended to the Customer may not have expired.

5.7 In the event of the Customer: (a) Becoming insolvent or being unable to pay its debts (within the meaning of Section 287 of the Companies Act 1993); or (b) Compounding with its creditors; or (c) Being wound up (whether voluntarily or compulsorily); or (d) Having a receiver of all or any of its assets appointed; (in this agreement all such events being termed "acts of default") the Customer shall not dispose of any of the goods, and payment shall become due immediately.

5.8 If the Customer is the owner (or one of the owners) of the property referred to in the delivery/physical address on page 1 then the Customer will on demand by Fiber Fresh complete a valid authority and instruction form to give to Fiber Fresh a registrable mortgage over such property to secure any payment due by the customer to Fiber Fresh.

6. Cancellation and Returns

6.1 The Customer shall not be entitled to cancel any order which has been accepted by Fiber Fresh

7. Liability

7.1 Fiber Fresh accepts no responsibility for damage to goods during transit, unless goods are delivered by Fiber Fresh and Fiber Fresh receives notice of the claim within seven days of the goods leaving the possession of Fiber Fresh.

7.2 Fiber Fresh shall not be bound by any representation or warranty made by Fiber Fresh, its employees or agents unless set out in writing. The Customer agrees that it has purchased the goods solely in reliance on the Customer's judgement.

7.3 Except as provided in clauses 7.1 and 7.2 hereof, Fiber Fresh shall not be liable to the Customer in any circumstances for any direct, indirect, consequential or economic loss, injury or damage incurred or suffered by the Customer whether in connection with any delivery or non-delivery of goods or performance or non-performance of services or in connection with any damage or defect in the goods and/or services supplied by Fiber Fresh and whether such liability would otherwise arise by reason of breach of contract, negligence or otherwise; provided that if these exclusions are for some reason unenforceable at law, Fiber Fresh's liability shall be limited to an amount equal to the cost of the goods supplied to the Customer.

8. Insurance and Risk

8.1 Whilst every precaution is taken in packing, goods are consigned uninsured against loss or damage in transit at the Customers risk.

8.2 The Customer shall take proforma delivery of the goods upon their leaving the possession of Fiber Fresh. Thereafter risk shall be with the Customer, and the Customer will immediately insure the goods and keep them in good order and condition.