

Floral Craft Centre Customer Terms

(effective 1 July 2011)

ABN 20 007 921 655

Customer Terms ("Terms")

These Terms and any document(s) referred to in them constitute the entire agreement about Floral Craft Centre's supply of products to Customers and supersedes all prior understandings, arrangements and agreements.

Words with special meanings are defined in clause 1. A reference in these Terms to:

1. the singular includes the plural and vice versa;
2. the word "including" means "including, but not limited to," and the word "includes" means "includes, without limitation,";
3. A reference to a gender includes all genders; and
4. a reference to a person (including a party) includes an individual, company, other body corporate, partnership, firm, joint venture, or a trust.

1) Definitions

In these terms:

"**FCC**" means Floral Craft Centre (ABN 20 007 921 655).

"**Customer**" means the person, business or company that is the purchaser of the Products;

"**Products**" means any products supplied to the Customer by FCC and described in FCC's invoice;

"**Sales Contract**" means any sales contract or distribution agreement entered into by Customer and FCC in respect of the Products supplied to the Customer in which these Terms are deemed to be incorporated;

2) Orders

All prices quoted are exclusive of GST.

1. Risk for all products shall pass from FCC to the customer when the products are delivered.
2. All goods remain the property of FCC until payment for all goods supplied to the customer is received in full.
3. FCC will not be bound by any terms attaching to the Customer's order and, unless those terms are expressly agreed to in writing by an authorised representative of FCC, Customer agrees that those terms are hereby excluded.
4. Minimum order value for cash customers is \$20 (ex GST)

3) Payment

1. The price of the Products will be FCC's quoted price.
2. Payment in full for any Product is required on the date stated on the FCC invoice if the Customer is an account holder.
3. Payment in full for any Product is required on the date the goods are taken if the Customer does not have an account with FCC.
4. If Customer fails to make payment in accordance with FCC policy, after demand for payment by FCC, all amounts owing by Customer to FCC on any account will immediately become due and payable together with legal costs of enforcement.
5. Customer will be liable to pay interest on any overdue amount at the annual rate of 2% above the prevailing base lending rate quoted by the Westpac Banking Corporation. Interest will accrue daily from the date payment became overdue until FCC has received payment of the overdue amount, together with any interest accrued.
6. FCC may, in its sole discretion enter the premises of the Customer and recover any Products that have not been paid for in full.
7. Customer must pay FCC, on demand, any tax (other than income tax) payable under these Terms, any matter or thing done under these Terms or any payment, receipt or other transaction contemplated by these Terms, including any goods and services or value-added tax, customs duty, sales tax, excise duty, stamp duty, other duty, governmental charge, fee, levy or impost, together with any fine, penalty or interest payable because of a default by Customer.
8. Customer shall pay the full amount due to FCC under this clause and shall not deduct from that amount any tax in relation to purchase of the Products. Customer shall reimburse FCC for any taxes FCC pays on its behalf.

4) Delivery & Freight

1. Delivery times advised to Customer are estimates only and FCC will not be liable for any loss, damage or delay suffered or incurred by the Customer or its customers arising from late or non-delivery of the Products.
2. FCC may make part deliveries of any order, and each part delivery will constitute a separate supply of the Products upon these Terms.
3. The freight cost will vary depending on where you are located.
4. FCC does not place insurance on delivered goods, insurance should be organised by the Customer.

5) Inspection and acceptance

The Customer must:

1. in the case of all Products ordered, inspect such Products upon delivery to Customer's premises;
2. within 7 days of delivery, give written notice to FCC of any matter or thing by which Customer alleges that the Products do not accord with Customer's order. Failing such notice and to the extent permitted by law, the Products will be deemed to have been accepted by Customer.

6) Title and risk

1. Products supplied by FCC to Customer will be at Customer's risk immediately upon:
 1. delivery of the Products to the Customer, Customer's agent or into the Customer's custody or control; or
 2. collection of the Products by the Customer, Customer's nominated carrier or agent.
2. Risk in the Products will remain with Customer at all times unless FCC retakes possession of the Products.
3. Title in the Products supplied by FCC to Customer will not pass to Customer and will remain the absolute property of FCC until such time as FCC has been paid by Customer all monies due and owing to it by the Customer in relation to any account.
4. If Customer has breached these Terms or the terms of any relevant Sales Contract, Customer authorises FCC, at any time, to enter onto any premises upon which FCC's Products are stored to enable FCC to:
 1. inspect the Products; and/or
 2. reclaim the Products.

7) Returns

1. Customer must notify FCC in writing by using the **Return Authority Request Form** (available from the office and on the website) of any Products it wishes to return within 7 days from the date of the invoice relating to those Products.
2. FCC will not be liable for any damage or defects in the Products that have been caused by the improper storage, warehousing or transport, or by any neglect, abuse or improper use.
3. The provisions of this clause 7 do not extend to any Products which have been added to, varied, or otherwise modified by, any person other than FCC.

8) Default of Customer

1. Without prejudice to any of FCC's other rights under these Terms, if Customer fails to make any payment due to FCC under these Terms, FCC may, in its sole discretion, and without further liability to Customer:
 1. refuse to make further supplies to the Customer
 2. terminate the Customer account without notice.
2. The Customer agrees that these Terms shall give rise to an interest in land thereby enabling FCC to lodge a caveat against the title to any land owned partly or wholly by the Customer, in order to protect and secure the interests of FCC under these Terms and under any Sales Contract.

9) Privacy

1. Customer agrees to FCC collecting, using and disclosing information about Customer for various purposes, including to:

1. supply the Products and services to Customer and the management of the Customer's account,
 2. communicate with Customer about the Products which FCC may provide to Customer;
 3. implement these Terms and any Sales Contract; and
 4. comply with relevant laws.
2. FCC, at the written request of Customer, will:
 1. provide Customer with access to any personal information relating to the Customer held by FCC; and
 2. correct or amend any personal information relating to the Customer held by FCC which is inaccurate or out of date.
 3. FCC will handle Customer's personal information in accordance with relevant laws.

10) General

1. FCC may amend these Terms at any time, by giving Customer notice by posting a notice on FCC's public website. By continuing to place orders for Products, Customer will be deemed to have accepted the revised Terms.
2. These Terms are governed by the laws of the State of South Australia and the courts of the state of South Australia shall have exclusive jurisdiction to hear any disputes arising from or relating to this agreement.
3. FCC may utilise other companies' (3rd party) for the delivery of a product, and in these circumstances the terms and conditions of these 3rd party products as set out on their website also apply.
4. Subject to the customers statutory rights under the Australia Trade Practices Act or other similar state and territory laws, all entitlements and the liability of FCC is expressly limited to the cost of the service being provided.