## **TERMS & CONDITIONS**

These conditions shall apply to all the goods sold or services provided by Blueberry Country Ltd (the Seller) to the Purchasers (the Customer) of such goods and services.

- 1. Terms of payment are 20th day of the Month following date of Invoice, unless otherwise arranged. Interest may be charged on any amount owing after the due date at the rate of 2% per month or part month. Default of payment may result in debt collection process. In the event of debt recovery, all related charges will be payable by the customer.
- 2. Ownership of the goods sold is retained by Blueberry Country Ltd until payment is received by Blueberry Country Ltd. If such goods are sold by the customer prior to payment or if the goods become constituents of any other goods then the proceeds of sale thereof shall be the property of Blueberry Country Ltd and, where the payments are overdue to Blueberry Country Ltd, the proceeds of sale of the goods shall be kept in a separate account in trust for Blueberry Country Ltd.
- 3. Delivery of goods is deemed to have been made with the goods becoming the purchaser's risk as soon as the goods leave the seller's premises either when Blueberry Country Ltd gives possession of the goods to the customer, or possession of the goods is given to a common carrier, or other bailee for the purposes of transmission to the customer. If Blueberry Country Ltd transports the goods to the customer then delivery of the goods is deemed to have been made when the goods arrive at the destination advised by the customer.
- 4. If full and final payment has been made for the goods then title to the goods passes to the customer whether delivery has been made or not.
- 5. All product issues are to be communicated to Blueberry Country Ltd within 48 hours of receiving any product.
- 6. Any claim against the company is to be limited to the invoice value of the goods and liability for consequential damage is excluded. All claims and disputes are required to be made to Blueberry Country Ltd within fourteen (14) days.
- 7. The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the customer acquires goods and services from Blueberry Country Ltd for the purposes of a business.
- 8. Under the terms of the Privacy Act, you authorise any person or company to provide us with such information as we may require in response to our credit enquiries. You authorise us to furnish to any third party details of this application and any subsequent dealings that you may have with us as a result of this application being actioned by us.

9. Failure on any occasion to insist upon compliance with these conditions is not a waiver of them for the future or in any other case.

## **DECLARATION**

I / We the buyer apply to open a credit account with the seller and understand the terms and conditions of this trade agreement. I / We acknowledge that the information supplied on this form will be used for the purposes of assessing the credit application, administering the account and collecting any unpaid amounts from me/us.

I / We irrevocably authorise the seller to use the use the information for the above purposes and for the purpose of maintaining effective credit records, provide the information contained in the application along with the details of any other dealings the seller has with the buyer to any third party, whether a credit agency or otherwise; and to obtain any information concerning the buyer from any other source.

Print Full name: _	 	
Designation:	 	
Signed:	 	 
Date <sup>.</sup>		