

Akasha Books & Gifts Ltd  
P.O.Box 56  
Paraparaumu 5254  
Kapiti Coast



Telephone: 04-296-1551  
Toll Free: 0800 NEW AGE (0800-639-243)

### General Terms and Conditions of Trade

#### 1. Goods and/or Services

1.1 The Goods and/or Services shall be as described on the invoices, quotation, work authorisation, sales order or any other work commencement forms as provided by the Seller to the Buyer.

#### 2. Price And Payment

2.1 The Price shall be as indicated on invoices provided by the Seller to the Buyer in respect of Goods supplied.

2.2 Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Goods and/or Services.

2.3 The Price shall be increased by the amount of any GST and other taxes and duties, which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.

2.4 Invoices show Retail Prices including G.S.T. & Extended Wholesale price including G.S.T.

2.5 For the first 3 orders we require prior payment. Payment due for subsequent orders on the 20<sup>th</sup> of month following month of purchase.

2.6 An \$8.00 small order surcharge will apply to any order below \$100.00 wholesale value, including GST, not including backorders.

2.7 All sales are on a firm sale basis and no returns will be accepted without prior arrangement.

2.8 Payment methods: Cash, Cheque, Visa, Mastercard, Eftpos, Direct Credit

2.9 Prices shown in our web-site are recommended retail prices, including GST@ 15%. There is no obligation to comply with our recommended retail prices. Prices may change without notice.

2.10 **Australian Customers:** Delivery into Australia is free for orders over NZ\$250.00 wholesale. The appropriate postage will be charged for all orders under this amount. All prices are in N.Z dollars and exclusive of Australian G.S.T. Orders above NZ\$1000.00 will be liable for G.S.T before delivery in Australia.

#### 3. Default & Consequences Of Default

3.1 Invoices older than three months shall accrue interest from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.

3.2 Any account in arrears of 3 months or more will be required to pay cash with order for the following 3 months before credit terms are reinstated.

3.3 If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all of the Seller's costs and disbursements including on a solicitor and own client basis and in addition all of the Seller's nominees costs of collection.

#### 4. Title

4.1 It is the intention of the seller and agreed by the Buyer that property in the Goods shall not pass until:

(a) the Buyer has paid all amounts owing for the particular Goods; and

(b) the Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer, and that the Goods, or proceeds of the sale of the Goods, shall be kept separate until the Seller shall have received payment and all other obligations of the Buyer are met.

#### 5. Privacy Act 1993

5.1 The Buyer and the Guarantor/s (if separate to the Buyer) authorises the Seller to:

(a) collect, retain and use any information about the Buyer, for the purpose of assessing the Buyer's creditworthiness or marketing products and services to the Buyer; and

(b) to disclose information about the Buyer, whether collected by the Seller from the Buyer directly or obtained by the Seller from any other source, to any other 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 Buyer.

5.2 Where the Buyer is an individual the authorities under (clause 5.1) are authorities or consents for the purposes of the Privacy Act 1993.

5.3 The Buyer shall have the right to request the Seller for a copy of the information about the Buyer retained by the Seller and the right to request the Seller to correct any incorrect information about the Buyer held by the Seller.

#### IMPORTANT: PLEASE SIGN AND RETURN AS ACCEPTANCE OF TERMS

Business Name:.....

Authorised Signatory..... Date:.....

PLEASE PRINT NAME:.....