

Inspired Home Selections – Terms & Conditions of Trade

1. Definitions	(e) The Customer irrevocably authorises the Seller to enter any premises where the Seller 15.1 believes the Goods are kept and recover possession of the Goods;	15.1
1.1 "Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this contract.	(f) The Seller may recover possession of any Goods in transit whether or not delivery has been made.	15.1
1.2 "Seller" means Inspired Home Selections Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of Inspired Home Selections Pty Ltd.	(g) The Customer shall not charge or grant an encumbrance over the Goods nor grant or otherwise give away any interest in the Goods while they remain the property of the Seller.	15.1
1.3 "Customer" means the person, entities or any person acting on behalf of and with the authority of the Seller, requesting the Seller to provide the Services as specified in any proposal, quotation, order, invoice or other documentation; and: (a) if there is more than one Customer, is a reference to each Customer jointly and severally; and (b) the Customer is a partnership, it shall bind each partner jointly and severally; and (c) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and (d) includes the Customer's executors, administrators, successors and permitted assigns.	(h) The Seller may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.	15.1
1.4 "Goods" means all Goods or Services supplied by the Seller to the Customer at the Customer's request and the Seller, in the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).	Personal Property Securities Act 2009 ("PPSA") The Customer clearly understands and agrees to the following statement, security agreement, and security interest has the meaning given to it by the PPSA. Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA. The Customer understands that the Seller is not a secured creditor of the Customer and the primary obligation of the Customer to the Seller for Services – that have previously been supplied and that will be supplied in the future by the Seller to the Customer. The Customer undertakes to: (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Seller may reasonably require to: (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; (ii) register any other documents or instruments to be registered by the PPSA; or (iii) correct a defect in a statement referred to in clause 9.3(a)(i) or 9.3(a)(ii); (b) indemnify, and upon demand reimburse, the Seller for all expenses incurred in registering a financing statement, a financing change statement, or a security interest on the Personal Property Securities Register established by the PPSA in respect of the Goods charged thereunder; (c) not register a financing change statement in respect of a security interest without the prior written consent of the Seller; (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods or any collateral (account) in favour of a third party without the prior written consent of the Seller; (e) immediately advise the Seller of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.	15.2
1.5 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, 9.3 operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, "Personal Information" such as name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.	The Seller and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions. The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132 and 133 of the PPSA. The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of 15.5 the PPSA. Unless otherwise agreed to in writing by the Seller, the Customer waives their right to receive 15.6 a written copy of any notices under section 15 of the PPSA. The Customer must unconditionally ratify any actions taken by the Seller under clauses 9.3 to 9.5. Subject to any express provisions to the contrary (including those contained in this clause 9) the Customer irrevocably and irremediably consents to have the effect of contracting out of any of the provisions of the PPSA.	15.2
1.6 "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client's computer. If the Customer does not wish to allow Cookies to be stored on their computer, they should opt out from the website, then the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to ordering Goods via the website.	(a) to assess an application by the Customer; and/or (b) to exchange information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or (c) to assess the creditworthiness of the Customer including the Customer's repayment history; and (d) to collect a consumer credit report to collect overdue payment on commercial credit. The Customer agrees that personal credit information provided may be used and retained by the Customer for the following purposes (and for other agreed purposes or required by): (a) the provision of Goods; and/or (b) analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to the provision of Goods; and/or (c) the provision of consumer credit information, direct debit facilities and/or credit facilities requested by the Customer; and/or (d) the collection of amounts outstanding in relation to the Goods. The Seller may give information about the Customer to a CRB for the following purposes: (a) to assist in the provision of consumer credit; and (b) allow the CRB to create or maintain a credit information file about the Customer including credit history. The information given to the CRB may include: (a) the name of the Customer; and (b) the name of the credit provider and that the Seller is a current credit provider to the Customer; (c) whether the credit provider is a licensee; (d) details concerning the Customer's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and amount requested); (e) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies (such as arrears by more than sixty (60) days and for which written notice of request of payment has been made and not acknowledged or payment not made) or otherwise that the Customer no longer has any overdue accounts and the Seller has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments); (f) information that, in the opinion of the Seller, the Customer has committed a serious credit infringement; (g) advice that the amount of the Customer's overdue payment is equal to or more than one hundred and fifty dollars (\$150). The Customer shall have the right to request, by e-mail from the Seller: (a) to be removed from the CRB; and (b) to request that the Seller correct any incorrect Personal Information; and (c) that the Seller does not disclose any Personal Information about the Customer for the purpose of direct marketing. The Seller may give information about the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law. The Customer can make a privacy complaint by contacting the Seller via e-mail. The Seller will process and respond to any such complaint within 30 days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at www.oaic.gov.au .	15.3
1.7 "Price" means the Price payable (plus any GST where applicable) for the Goods as agreed between the Seller and the Customer in accordance with clause 5 below.	(e) immediately advise the Seller of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.	15.4
1.8 "GST" means Goods and Services Tax as defined within the 'A New Tax System (Goods and Services Tax) Act 1999' (Cth).	The Seller and the Customer agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions. The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132 and 133 of the PPSA. The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of 15.5 the PPSA. Unless otherwise agreed to in writing by the Seller, the Customer waives their right to receive 15.6 a written copy of any notices under section 15 of the PPSA. The Customer must unconditionally ratify any actions taken by the Seller under clauses 9.3 to 9.5. Subject to any express provisions to the contrary (including those contained in this clause 9) the Customer irrevocably and irremediably consents to have the effect of contracting out of any of the provisions of the PPSA.	15.4
2. Acceptance	Security and Charge In consideration of the Seller agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to 15.8 the Goods) as set out in this Contract. The Customer indemnifies the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Seller's rights under this clause. The Customer appoints the Seller and each director of the Seller as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 10 including, but not limited to, signing any document on the Customer's behalf.	15.4
2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.	Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA) The Customer must inspect the Goods on delivery and must within seven (7) days of delivery notify the Seller in writing of any evident defect/damage, shortage in quantity, or failure to comply with the description or quote. The Customer must notify any other defect in the Goods as soon as it is reasonably possible after such defect becomes evident. Upon such notification the Customer must allow the Seller to inspect the Goods. Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied warranties and warranties (including, without limitation, the 15.9 standard implied warranty under the CCA) may be implied into these terms and conditions. (Non-Excluded Guarantees) The Seller acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees. The Customer agrees to these terms and conditions or in respect of the Non-Excluded 15.10 Guarantees, the Seller makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. The Seller's liability in respect of these warranties is limited to the fullest extent permitted by law. The Customer's liability in respect of the CCA, the Seller's liability is limited to the extent permitted by section 64A of Schedule 2 of the CCA. If the Seller is required to replace the Goods under this clause or the CCA, but is unable to do so, the Seller may refund any money the Customer has paid for the Goods. If the Customer's goods are damaged or destroyed within the meaning of the CCA, the Seller's liability for any defect or damage in the Goods is: (a) limited to the value of any express warranty or warranty card provided to the Customer by the Seller at the Seller's sole discretion; (b) nothing in any warranty to which the Seller is entitled, if the Seller did not manufacture the Goods; (c) otherwise negated absolutely. Subject to this clause 11, returns will only be accepted provided that: (a) the Customer has become apparent to be a reasonably prudent operator or user; (b) the Seller has agreed that the Goods are defective; and (c) the Goods are returned within a reasonable time at the Customer's cost (if that cost is not significant); and (d) the Goods are returned in as close a condition to that in which they were delivered as is possible. Notwithstanding clauses 11.1 to 11.8 but subject to the CCA, the Seller shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of: (a) the Customer's use of the Goods; (b) the Customer using the Goods for any purpose other than that for which they were designed; (c) the Customer continuing the use of any Goods after any defect became apparent or the Customer failing to follow any instructions or guidelines provided by the Seller; (d) fair wear and tear, any accident, or act of God. The Seller may in its absolute discretion accept non-defective Goods for return in which case the Customer will be required to pay handling fees of up to twenty percent (20%) of the value of the returned Goods plus any freight costs. Notwithstanding anything contained in this clause if the Seller is required by a law to accept a return then the Seller will only accept a return on the conditions imposed by that law. Subject to clause 11.1, customised, or non-stocklist items or incidental items made or ordered 15.11 to the Customer's specifications are not acceptable for credit or return.	15.5
2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.	Intellectual Property Where the Seller has designed, drawn or developed Goods for the Customer then the copyright in any designs and drawings and documents shall remain the property of the Seller. Under no circumstances may such designs, drawings and documents be used without the express written approval of the Seller. The Customer warrants that all designs, specifications or instructions given to the Seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify the Seller against any action taken by a third party against the Seller in respect of any such infringement. The Customer agrees that the Seller may (at no cost) use for the purposes of marketing or advertising the Seller's name, any documents, designs, drawings or Goods which the Seller has created for the Customer.	15.5
2.3 Any amendment to the terms and conditions contained in this Contract may only be amended 9.7 by writing by the consent of both parties.	Default and Consequences of Default Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Seller's sole discretion such interest shall compound monthly at such a rate) after as 19.1 well as against any judgment. The Seller may, at the Seller's sole discretion, require the Customer to indemnify the Seller from and against all costs and disbursements incurred by the Seller in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Seller's contract default fee, and bank dishonour fees). If the Customer fails to pay the Seller under this Contract, if a Customer 19.2 has made payment to the Seller, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Seller under this clause 13 where it can be proven that such reversal is found 19.3 by the Seller. The Seller may, at its sole discretion, require the Customer to indemnify the Seller for any loss or damage the Customer suffers because the Customer arising out of a breach by the Seller of these terms and conditions (alternatively the Seller's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods). The Seller may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Customer's consent. The Customer cannot licence or assign without the written approval of the Seller. The Seller may elect to subcontract out any part of the Services but shall not be relieved from liability or consequences of loss and/or expense (including loss of profit) suffered by the Customer and/or its subcontractors under this Contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of the Seller's subcontractors without the authority of the Seller. The Customer agrees that the Seller may amend their general terms and conditions for subcontractors and any other contractors to whom they subcontract to the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for the Seller to provide Goods to the Customer. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action or other event beyond the reasonable control of either party. Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.	15.6
2.4 Any advice, recommendation, information, assistance or service provided by the Seller in 9.8 relation to Goods or Services supplied is given in good faith, is based on the Seller's own knowledge and experience and shall be accepted without liability on the part of the Seller and 9.9 it shall be the responsibility of the Customer to confirm the accuracy and reliability of the same in light of the use to which the Customer makes or intends to make of the Goods or Services.	Dispute Resolution If a dispute arises between the parties to this Contract then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within 14 days of receipt of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by registered mail certified mail to the other party refer such dispute to arbitration. Any arbitration shall be: (a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and (b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.	15.7
2.5 The Customer acknowledges that the supply of Goods on credit shall not take effect until the Customer has completed a credit application with the Seller and it has been approved with a 10.1 credit limit established by the Seller and the Customer agrees to such changes.	Service of Notices Any written notice given under this Contract shall be deemed to have been given and received: (a) by handing the notice to the other party, in person; (b) by leaving it at the address of the other party as stated in this Contract; (c) by sending it by registered post to the address of the other party as stated in this Contract; (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission; (e) by sending it by email to the email address of the other party as stated in this Contract. Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.	15.7
2.6 In the event that the supply of Goods request exceeds the Customer's credit limit and/or the account exceeds the payment terms, the Seller reserves the right to refuse delivery.	Trusts If the Customer at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not the Seller may have notice of the Trust, the Customer covenants with the Seller as follows: (a) the Contract extends to and includes any trust of which the Customer now or subsequently (whether or not having against the Trust) is the trustee; (b) the Customer has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust or the trust fund. The Customer will not contract or be a party to any trust or trust fund which purports to exclude or take away the right of indemnity of the Customer against the Trust or the trust fund; (c) the Customer will not without consent in writing of the Seller (the Seller will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events: (i) the removal, replacement or retirement of the Customer as trustee of the Trust; (ii) any alteration to or variation of the terms of the Trust; (iii) any advancement or distribution of capital of the Trust; or (iv) any resettlement of the trust property.	15.8
2.7 The Customer acknowledges and accepts that the supply of Goods for accepted orders may be subject to availability and/or in the absence of any payment liability shall be available. The Seller reserves the right to substitute comparable Goods (or components of the Goods) and 10.2 vary the Price as per clause 5.2. In all such cases the Seller will notify the Customer in advance of any such substitution, and also reserves the right to place the Customer's order on hold until such time as the Seller and the Customer agree to such changes.	General The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. These terms and conditions and any contract to which they apply shall be governed by the laws of Queensland, the state in which the Seller has its principal place of business, and are subject to the jurisdiction of the Gold Coast Courts in Queensland. Subject to clause 11, the Seller shall be under no liability whatsoever to the Customer for any indirect or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Seller of these terms and conditions (alternatively the Seller's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods). The Seller may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Customer's consent. The Customer cannot licence or assign without the written approval of the Seller. The Seller may elect to subcontract out any part of the Services but shall not be relieved from liability or consequences of loss and/or expense (including loss of profit) suffered by the Customer and/or its subcontractors under this Contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of the Seller's subcontractors without the authority of the Seller. The Customer agrees that the Seller may amend their general terms and conditions for subcontractors and any other contractors to whom they subcontract to the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for the Seller to provide Goods to the Customer. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action or other event beyond the reasonable control of either party. Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.	15.8
2.8 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 14 of the Electronic Transactions (Queensland) Act 2001 or any other applicable provisions of that Act or any Regulations referred to in that Act.	Cancellation Without prejudice to any other remedies the Seller may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions the Seller may suspend or terminate the supply of Goods to the Customer. The 19.8 Seller shall not be liable to the Customer for any loss or damage the Customer suffers because the Seller has exercised its rights under this clause. The Seller may cancel any contract to which these terms and conditions apply or cancel 19.9 delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice the Seller shall repay to the Customer any money paid by the Customer for the Goods. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation. In the event that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred by the Seller (whether direct or indirect) by the Seller as a direct result of the cancellation (including, but not limited to, any loss of profits). The cancellation of orders for Goods made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.	15.9
3. Errors and Omissions	3.1 The Customer acknowledges and accepts that the Seller shall, without prejudice, accept no 11.1 liability in respect of any alleged or actual error(s) and/or omission(s): (a) resulting from the Seller's mistake made by the Seller in the formation and/or administration of this Contract; and/or (b) contained in omitted from any literature (hard copy and/or electronic) supplied by the Seller in respect of the Services. 11.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence or misconduct of the Seller, the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.	11.1
3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence or misconduct of the Seller, the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.	3.3 The Seller acknowledges and accepts that the Seller shall, without prejudice, accept no 11.1 liability in respect of any alleged or actual error(s) and/or omission(s): (a) resulting from the Seller's mistake made by the Seller in the formation and/or administration of this Contract; and/or (b) contained in omitted from any literature (hard copy and/or electronic) supplied by the Seller in respect of the Services. 11.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence or misconduct of the Seller, the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.	11.1
4. Change in Control	4.1 The Customer shall give the Seller not less than fourteen (14) days prior written notice of any 11.3 proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, change of trustees or business practice). The Customer shall be liable for any loss incurred by the Seller as a result of the Customer's failure to comply with this clause.	11.3
5. Price and Payment	5.1 At the Seller's sole discretion, the Price shall be either: (a) as indicated on an invoice provided by the Seller to the Customer; or (b) the Price as at the date of delivery of the Goods according to the Seller's current price list; or (c) the Seller's quoted price (subject to clause 5.2) which will be valid for the period stated in any quotation or for a period of thirty (30) days from the date of issue. 5.2 The Seller reserves the right to change the Price if a variation to the Seller's quotation is requested. Any variation (including but not limited to any variation in the event of increases to the Seller in the cost of labour or materials which are beyond the Seller's control) will be 11.8 charged for on the Customer's behalf, and will be detailed in writing and shown as variations on the Seller's invoice. The Customer shall be required to respond to any variation submitted by the Seller within ten (10) working days. Failure to do so will entitle the Seller to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion. 5.3 At the Seller's sole discretion, a non-refundable deposit may be required. 5.4 Time for payment for the Goods being of the essence, the Price will be payable by the 11.9 Customer on the date/s determined by the Seller, which may be: (a) on delivery of the Goods; (b) seven (7) days following the date of any invoice given to the Customer by the Seller. 5.5 Payment may be made by cash, cheque, bank cheque, electronic/in-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Customer and the Seller. 5.6 The Seller may in its discretion allocate any payment received from the Customer towards any invoice that the Seller determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer the Seller may re-allocate any payments 11.10 previously received by the Seller towards any payment allocation by the Seller. Payment will be deemed to be allocated in such manner as preserves the maximum value of the Seller's Purchase Money Security Interest (as defined in the PPSA) in the Goods. 5.7 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Seller nor to withhold payment of any invoice 11.12 because part of that invoice is disputed. 5.8 Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to the Seller an amount equal to any GST the Seller must pay for any 12.1 supply by the Seller under this or any other contract for the sale of the Goods. The Customer 12.1 must pay GST, without delay or on any other date or time, on the same day as the Seller on the same basis as the Seller pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	11.6
6. Delivery of Goods	6.1 Delivery ("Delivery") of the Goods is taken to occur at the time that: (a) the Customer or the Customer's nominated carrier takes possession of the Goods at the 12.3 Seller's address; (b) the Seller (or the Seller's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address. 6.2 At the Seller's sole discretion, the cost of delivery is included in the Price. 6.3 Any time specified for the delivery of Goods is an estimate only. The Customer 13.1 must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. The Seller will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. In the event that the Customer is unable to take delivery of the Goods as arranged then the Seller shall be entitled to charge a reasonable fee for redelivery 13.2 and/or storage.	11.6
7. Risk	7.1 Risk of damage to or loss of the Goods passes to the Customer on delivery and the Customer 13.3 must insure the Goods on or before Delivery. 7.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Seller is entitled to receive all insurance proceeds payable for the Goods. The proceeds and amounts by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing 13.4 with the Seller to make further enquiries. 7.3 If the Customer requests the Seller to leave any Goods outside the Seller's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Customer's sole risk.	13.3
8. Title	8.1 The Seller and the Customer agree that ownership of the Goods shall not pass until: (a) the Customer has paid the Seller all amounts owing to the Seller, and (b) the Customer has met all of its other obligations to the Seller. 8.2 Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been cleared and credited to the Seller. 8.3 It is further agreed that, until ownership of the Goods passes to the Customer in accordance 14.1 with clause 8.1: (a) the Customer is only a bailee of the Goods and must return the Goods to the Seller on request; (b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for the Seller and must pay to the Seller the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed; (c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for the Seller and must pay or deliver the proceeds to the Seller on demand; (d) the Customer shall not convert or process the Goods or intermix them with other goods; but if the Customer does so then the Customer holds the resulting product on trust for the benefit of the Seller and must sell, dispose of or return the resulting product to the Seller 14.4 as it so directs.	14.1