

Creative Edge Food Company Ltd

TERMS AND CONDITIONS OF SALE

1. Unless expressly altered or modified in writing and signed by Creative Edge Food Company Ltd representative, the following terms and conditions shall form part of all contracts and/or invoices involving product supplied by Creative Edge Food Company Ltd;
2. Receipt of an order will be deemed to be acceptance by the Buyer of these terms, not with standing anything stated to the contrary in the Buyer's inquiries or on the buyer's orders;
3. Payment is as per signed agreement if on account or if no account is held payment must be made before delivery of goods;
4. Creative Edge Food Company Ltd reserves the right to charge interest on all overdue accounts at 5% per week, from the due date until the date payment is made;
5. Creative Edge Food Company Ltd may withdraw or limit credit facilities at any time, at its absolute solo discretion and with or without notice;
6. Creative Edge Food Company Ltd reserves the right to request a deposit for large on account, one off product orders at a rate of up to 25% at the owners digression.
7. In the event of default or non-payment on the due date, or breach of these terms and conditions or insolvency of the Buyer:
 1. All sums outstanding to Creative Edge Food Company Ltd become immediately due and payable; and
 2. the Buyer indemnifies Creative Edge Food Company Ltd for any loss, expenses or costs it may incur or suffer as a result of the Buyer's default; and
 3. all legal and collection costs in recovering or collection any outstanding money, recovering goods or remedying any default shall be recoverable against the Buyer and/or at the buyers expense;
8. Pending full payment by the buyer, the buyer shall hold the goods and/or the proceeds of their sale on behalf of Creative Edge Food Company Ltd as its bailee;
9. Any liability of the Buyer is to be unaffected by the sale, transfer or termination of the business of the Buyer;
10. Goods are at Buyers risk from the time the goods are delivered to the Buyer's premises. Buyers should provide a suitable area free from vermin or insect infestation risk;
11. Creative Edge Food Company Ltd uses its best endeavors to ensure all product meets a high standard of quality and to the exclusion of all statutory or other implied warranties and conditions, an undertaking is given to replace or credit any defective product providing that product can be immediately made available to Creative Edge Food Company Ltd for inspection;
12. Claims for damaged or defective goods or packing errors must be advised within 12 hours of the day of delivery to the Buyer, and an opportunity given to Creative Edge Food Company Ltd to investigate the claim; Claims must be accepted by our office in writing and can be made by calling 09 574 5030 or via email on Orders@creativeedgefood.co.nz
13. Creative Edge Food Company Ltd liability in the event of a valid claim will not exceed the sale price of the goods concerned and to the extent permitted by law, warranties and conditions implied by any statute are hereby expressly negated;
14. Creative Edge Food Company Ltd reserves the right to charge a late processing fee for any orders placed after 3pm for next day delivery
15. The Buyer acknowledges the goods are acquired for the purpose of re-supplying these in trade, and the provisions of the Consumer Guarantees Act 1993 do not apply.
16. Creative Edge Food Company Ltd reserves the right to charge to charge freight on any order at its absolute solo discretion and with or without notice;
17. Cancellation Policy- Cancellations are possible by contacting our offices during opening hours on 09 574 5030. Creative Edge Food Company Ltd reserves the right to charge a restocking or cancellation fee and/or both if or when required at there digression.