



## TERMS OF TRADE

1. **Definitions**

In these conditions:  
"Conditions" means these Conditions of Sale; and  
"Customer" means a person, firm or corporation, jointly and severally if there is more than one, acquiring goods from Leaf; and  
"goods" means goods requested by the Customer in their order and goods supplied to the Customer by Leaf pursuant to these terms; and  
"Leaf" means Fieldstate Trading as Leafboutique (ABN 15 1511 5024 612); and  
"order" means a request by a Customer to Leaf to supply goods to it.
  2. **Basis of Contract**
    - (a) Leaf will supply goods to the Customer on these Conditions of sale. The agreement for the supply of goods between Leaf and the Customer will be on these Conditions of sale unless otherwise specifically agreed in writing between Leaf and the Customer. These Conditions of sale apply to the exclusion of any Conditions of purchase or other terms that the Customer may submit with an order or otherwise to Leaf.
    - (b) Any order placed by the Customer for the proposed supply of goods is deemed to be acceptance of the offer by Leaf to sell goods upon these Conditions.
    - (c) Within 28 days of any order for goods, Leaf may cancel or vary that order by written notice to the Customer. After 28 days, clause 12 applies.
    - (d) Leaf reserves the right to accept or decline, in whole or in part, any order for goods placed by the Customer.
  3. **Pricing**
    - (a) The price for goods excludes goods and services tax ("GST").
    - (b) Where a supply of goods made under these Conditions of Sale is subject to GST, the Customer must pay Leaf in addition to the price a further amount equal to the amount of GST payable by Leaf in respect of the supply at the same time and in the same manner as the price for the goods is paid.
    - (c) Leaf must give the Customer a tax invoice in respect of each supply of goods which is subject to GST.
    - (d) Prices are free into store except for orders under \$250.
    - (e) Where there is any change in the costs incurred by Leaf in relation to the goods, Leaf may vary its prices for goods on order to take account of any such changes.
  4. **Payment**
    - (a) The Customer must pay for the goods within 7 days on receipt of the goods and tax invoice as no monthly statement is issued.
  5. **Payment Default**
    - (a) If the Customer defaults in payment by the due date of any amount payable to Leaf or any of the events specified in clause 6 occur, then all money which would become payable by the Customer to Leaf at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and Leaf may, without prejudice to any other remedy available to it:
      - (i) charge the Customer Interest on any sum due at 1.5% per month for the period from the due date until the date of payment in full;
      - (ii) charge the Customer for all expenses and costs (including legal costs on a full indemnity basis) incurred by Leaf resulting from the default and in taking whatever action it takes to recover any sum due;
      - (iii) cease or suspend for such period as Leaf thinks fit, supply of any further goods to the Customer;
      - (iv) terminate any contract with the Customer so far as unperformed by Leaf;without effect on the accrued rights of Leaf under any contract.
  6. **Insolvency of the Customer**

For the purposes of clause 5, the events are any one or more of the following:

    - (a) if the Customer is an individual and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally, or
    - (b) if the Customer is a corporation:
      - (i) it enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally; or
      - (ii) it has a liquidator, provisional liquidator, administrator, receiver or receiver and manager appointed, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution of the Customer.
  7. **Passing Of Property**
    - (a) Until full payment in cleared funds is received by Leaf for all goods supplied by it to the Customer, as well as all other amounts owing to Leaf by the Customer on any account whatsoever:
      - (i) title and property in all goods remain vested in Leaf and do not pass to the Customer;
      - (ii) the Customer must hold the goods as fiduciary bailee and agent for Leaf;
      - (iii) the Customer must keep the goods separate from its goods and maintain the labelling and packaging of Leaf;
      - (iv) the Customer is required to hold the proceeds of any sale of the goods on trust for Leaf in a separate account however failure to do so will not affect the Customer's obligation to deal with the proceeds as trustee;
      - (v) Leaf may without notice, enter any premises where it suspects the goods may be and remove them, notwithstanding that they may have been attached to other goods not the property of Leaf, and for this purpose the Customer irrevocably licences Leaf to enter such premises and also indemnifies Leaf from and against all costs, claims, demands or actions by any party arising from such action.
  8. **Risk and Insurance**
    - (a) The risk in the goods and all insurance responsibility for theft, damage or otherwise in respect of the goods will pass to the Customer immediately upon dispatch of the goods from Leaf's premises.
  9. **Performance of Contract**
    - (a) Any period or date for delivery of goods stated by Leaf is intended as an estimate only and is not a contractual commitment. Leaf will use its best reasonable endeavours to meet any estimated dates for delivery of the goods.
    - (b) A completed driver's manifest or delivery docket whether signed by the driver or by the Customer or its employee or agent will be proof of delivery of goods invoiced.
  10. **Limitation of Liability**
    - (a) Subject to the law, Leaf's obligations to the Customer in respect of a breach of any condition of these Conditions of sale (whether implied by statute or otherwise) shall be limited to the repair of goods, the replacement of the goods or paying for the cost of repair or replacement of the goods.
      - (b) Subject to law, Leaf will not be liable to the Customer or any other persons (under any circumstances for any direct, incidental or consequential loss or damage (including loss or damage caused by negligence or wilful acts of default of Leaf, or its employees or agents) whatsoever arising from a breach of any of these Conditions of sale or any other statutory implied warranty, term or condition in relation to the goods.
      - (c) Subject to law, Leaf will not be liable for any costs, claims, damages or demands arising from personal injury, loss or damage to goods whatsoever occurring to the Customer or its employees or agents by reason of:
        - (i) the goods or their design, production or processing; or
        - (ii) the loading and delivery of the goods or any failure to deliver or delay in delivering the goods; or
        - (iii) any act or omission of Leaf or its servants and agents;
        - (iv) any statement or representation made by an employee or agent of Leaf, and in no case shall Leaf be liable for consequential loss or damage.
      - (d) Leaf will not be responsible for the consequences of any technical advice given by its employees in relation to the design or specifications of use of the goods.
      - (e) Except as specifically set out in these Terms, any term, condition or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.
      - (f) Replacement or repair of the goods is the absolute limit of Leaf's liability howsoever arising under or in connection with the description, quality, condition, performance, assembly, manufacture, design, merchantability or fitness for purpose of the goods or alternatively the sale, use of, storage or any other dealings with the goods by the Customer or any third party.
      - (g) Leaf will not be liable for any loss or damage suffered by the Customer where Leaf has failed to meet any delivery date or cancels or suspends the supply of goods.
      - (h) Nothing in these Conditions is to be interpreted as excluding, restricting or modifying, or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods which cannot be excluded, restricted or modified.
  11. **Returns**
    - (a) The Customer must advise Leaf within 7 days of delivery if goods supplied were not ordered, are not of merchantable quality or not fit for the purpose required ("defective goods").
    - (b) Leaf will accept return of defective goods and will provide a credit to the Customer for their invoice price. The Customer must comply with any return procedures of Leaf.
    - (c) If Leaf reasonably considers that goods returned by the Customer are not defective goods, the Customer must pay for their return to the Customer.
  12. **Cancellation**
    - (a) If, through circumstances beyond the control of Leaf, Leaf is unable to provide or deliver the goods, then Leaf may cancel the Customer's order (even if it has already been accepted) by notice to the Customer.
    - (b) No purported cancellation or suspension of any order or any part by the Customer is binding on Leaf after that order has been accepted by Leaf.
  13. **Miscellaneous**
    - (a) The law of Queensland from time to time governs these Conditions and the parties agree to the non-exclusive jurisdiction of the courts of Queensland, the Federal Court of Australia, and of courts entitled to hear appeals from those courts.
  14. **Severance**
    - (a) If the whole or any part of any term, condition or stipulation of these Conditions or the application to any person or circumstance shall be or become illegal, invalid or unenforceable or infringe upon any statutory requirement then the relevant clause shall be deemed to be read down to such extent as is necessary to ensure that it does not so infringe and as may be reasonable in all the circumstances so as to give it a valid operation and effect albeit of a partial nature and if the relevant clause cannot be so read down it shall be deemed to be void and severable and the remaining terms, conditions and stipulations including, where applicable, the remaining part of the particular term, condition and stipulation, shall not be affected and the whole and each part of each term, condition and stipulation of these Conditions shall be valid and enforceable to the fullest extent permitted by law.
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- [print name/or names as the case may be]**  
On behalf of the Customer I acknowledge I have read the above Terms prior to executing the Credit Application on the reverse side of this document.
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Signature Date: \_\_\_\_\_
- \_\_\_\_\_  
Signature Date: \_\_\_\_\_