Terms and Conditions

Acceptance of Terms and Conditions

1.1 Engaging the Supplier to provide Goods or Services or acceptance of a quote/contract provided by the Supplier constitutes acceptance by the customer of these terms and conditions.

Price and Payment Terms

2.1 Payment terms are as indicated on any invoices and or quotes/contracts supplied by The Supplier. Standard payment terms will be day of purchase, 7 days, 14 days or 20th of the following month and will be stipulated on the customer's invoice.
2.2 All prices as quoted are exclusive of GST unless otherwise stated.
2.3 If full payment is not made by the customer to the Supplier in accordance with clause 3.1, then the customer will be in default under this contract and the Supplier may exercise all of the rights and remedies set out in this contract and otherwise available within the law; and
2.4 The customer will pay an administration fee on overdue accounts of $25.00 per calendar month. This is charged at the Suppliers discretion.
2.5 The customer will be liable for all expenses incurred by the Supplier in recovering the debt including but not limited to collection agency fee, legal fees and court costs inclusive of the Disputes Tribunal.
2.6 The customer shall be liable to pay interest at the rate of 2.5% above the current bank overdraft interest rate on all overdue accounts at the Supplier's discretion.
2.7 Each quotation issued by Fern Factor Ltd will be accompanied by its own specific Terms & Conditions, which will apply to the products, services and work outlined in that quotation. These Terms & Conditions may vary between quotations depending on the nature and scope of the work involved.

Ownership & Delivery

3.1 Ownership of all goods remains with the Supplier until all money the customer owes to The Supplier has been paid in full.
3.2 If there are any issues around the quality of the plants at the delivery point, the customer has 7 days from date of delivery to advise the Supplier so they can address and rectify any issues at that time.

Information and Privacy Act

4.1 For the purpose of facilitating the efficient running of the Supplier's business, the customer authorizes the Supplier to collect all information it may require from any third parties and authorises those third parties to release that information to the Supplier.
4.2 The customer agrees that this information may be passed to a third party or to any other person to facilitate collection of debts from the customer.
4.3 Such information will be accessible to any of the Supplier's employees and agents who need access to it for the efficient running of The Supplier's business.
4.4 The customer may request access to and correction of this information at any time.
4.5 The Supplier will comply with all requirements under the Privacy Act 2020

Health and Safety:

5.1 The Supplier will be responsible for their own safety and health. The Supplier must comply with the Health and Safety at Work Act 2015, any regulations made under the Act, and any health and safety policies, directives, or procedures of the business.

Definitions

The Supplier – Fern Factor Limited
Customer- Any person or entity that engages Fern Factor Limited for the supply of their goods.