

# Nextrend Hospitality Furniture – Terms & Conditions of Trade

1.	<b>Definitions</b>		
1.1	" <b>Confidential Information</b> " 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, operational information, know-how, trade secrets, financial and commercial affairs, Contracts, client information (including but not limited to, " <b>Personal Information</b> " 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.		
1.2	" <b>Contract</b> " 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.		
1.3	" <b>Cookies</b> " 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. <b>If the Customer does not wish to allow Cookies to operate in the background when using Nextrend's 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 making enquiries via the website.</b>		
1.4	" <b>Customer</b> " means the person/s, entities or any person acting on behalf of and with the authority of the Customer requesting Nextrend 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) if the Customer is a partnership, it shall bind each partner jointly and severally; and (c) if the Customer is on behalf of or part of, a Trust, shall be bound in its own capacity as a trustee; and (d) includes the Customer's executors, administrators, successors, and permitted assigns.		
1.5	" <b>Nextrend</b> " means Trendline Group Pty Ltd ATF The Trust For R & S Rowland Family Trust /T/A Nextrend Hospitality Furniture, its successors and assigns or any person acting on behalf of and with the authority of Trendline Group Pty Ltd ATF The Trust For R & S Rowland Family Trust /T/A Nextrend Hospitality Furniture.		
1.6	" <b>Goods</b> " means all Goods or Services supplied by Nextrend to the Customer at the Customer's request from time to time (where the context so permits, the terms 'Goods' or 'Services' shall be interchangeable for the other).		
1.7	" <b>GST</b> " means Goods and Services Tax as defined within the 'A New Tax System (Goods and Services Tax) Act 1999' (Cth).		
1.8	" <b>Price</b> " means the Price payable (plus any GST where applicable) for the Goods as agreed between Nextrend and the Customer in accordance with clause 10 below.		
2.	<b>Acceptance</b>		
2.1	The parties acknowledge and agree that: (a) they have read and understood the terms and conditions contained in this Contract; and (b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.		
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.		
2.3	Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.		
2.4	The Customer acknowledges that the supply of Goods on credit shall not take effect until the Customer has completed a credit application with Nextrend and it has been approved with a credit limit established for the account.		
2.5	In the event that the supply of Goods requested exceeds the Customer's credit limit and/or the account exceeds the payment terms, Nextrend reserves the right to refuse delivery and/or request an alternative payment method.		
2.6	Where the Customer requesting or organising Nextrend to provide Services is acting on behalf of any third party and that third party is intended to be responsible for the payment of the Price then in the event that the third party does not pay for the Services when due, the Customer acknowledges that they shall be liable for the payment of the Price as if they had contracted the Services on their own behalf.		
2.7	Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 (NSW), Section 9 of the Electronic Communications Act 2000 (SA), Section 9 of the Electronic Transactions Act 2001 (ACT), Section 9 of the Electronic Transactions (Victoria) Act 2000, Section 9 of the Electronic Transactions (Northern Territory) Act 2000, Section 14 of the Electronic Transactions (Queensland) Act 2001, Section 7 of the Electronic Transactions Act 2000 (TAS), Section 10 of the Electronic Transactions Act 2011 (WA), (whichever is applicable), or any other applicable provisions of that Act or any Regulations referred to in that Act.		
3.	<b>Finance</b>		
3.1	If this Contract is conditional upon the Customer obtaining capital funding from a financial institution, then they shall provide Nextrend with written confirmation of the loan approval within five (5) working days of the date of signing this Contract.		
3.2	In the event any such loan application is declined then the Customer shall have the right to withdraw from this Contract subject to the Customer providing Nextrend with written evidence within five (5) working days of the date of signing this Contract that the loan was declined. Upon receipt of such evidence Nextrend shall refund the Customer any deposit paid less any expenses incurred by Nextrend for any Services performed to date.		
4.	<b>Authorised Representatives</b>		
4.1	The Customer acknowledges that Nextrend (for the duration of the Services) liaises directly with one (1) or more authorised representatives, and that once introduced as such to Nextrend, that person or persons shall have the full authority of the Customer to order any Goods and/or to request any variation thereto on the Customer's behalf. The Customer accepts that they will be solely liable to Nextrend for all additional costs incurred by Nextrend 10.0 (including Nextrend's profit margin) in providing any Goods, Services or variation/s requested thereby by the Customer's duly authorised representative.		
4.2	In the event that the Customer's duly authorised representatives as per clause 4.1 are to have only limited authority to act on the Customer's behalf then the Customer must specifically and clearly advise Nextrend in writing of the parameters of the limited authority granted to their representatives.		
5.	<b>Distribution of Goods via an Approved Distributor</b>		
5.1	The Customer agrees that until they are authorised as a distributor by Nextrend, (and hereinafter the Customer shall be referred to as		
	"Distributor" for the purposes of this clause) the Distributor shall not be able to sell the Goods on as a Distributor for Nextrend or represent to any third parties that the Distributor is in any way acting for Nextrend. Nextrend shall not accept responsibility or agree to be bound in any way by any contracts with third parties to whom the Distributor is a party. At Nextrend's sole discretion the Distributor acknowledges that only approved Distributors shall have the authority to accept internet orders via their respective website and/or any alternative online auction sites. Nextrend shall not be liable for any losses incurred (whether direct or indirect including, but not limited to, any loss of profits) by the Distributor as a direct result of the Distributor having out of date details on their website including warranties. Orders from a Distributor are accepted on the basis that: (a) unless otherwise agreed by prior approval between Nextrend and the Distributor, Goods, may only be resold to consumers at retail level and may not be sold at wholesale level or to any other trader that is known or is suspected to be purchasing for resale, (b) Goods are to be sold for retail or displayed for sale at only the approved locations advised by the Distributor to Nextrend, (c) sale of Goods by mail order, internet, social media, or any other method outside of the traditional display and sell at the approved location is prohibited without prior written consent of Nextrend, and (d) Goods are to be displayed, presented, and marketed in the manner that is in the best interest of the brand name. Any default of clauses 5.1-5.4 may at Nextrend's sole discretion be subject to immediate and permanent closure of account facilities, with any account balances payable immediately on demand. Nextrend has sole discretion on which brands or Goods are made available to any approved Distributor and Nextrend does not guarantee continuing supply of any specific brand or Goods.		
	<b>Errors and Omissions</b> The Customer acknowledges and accepts that Nextrend shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s): (a) resulting from an inadvertent mistake made by Nextrend 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 Nextrend in respect of the Services. In circumstances where the Customer is required to place an order for Goods, in writing, or otherwise as permitted by these terms and conditions, the Customer is responsible for supplying correct order information such as, without limitation, measurements and quantity, when placing an order for Goods (whether they are made to order Goods or not) (" <b>Customer Error</b> "). The Customer must pay for all Goods it orders from Nextrend notwithstanding that such Goods suffer from a Customer Error and notwithstanding that the Customer has not taken or refuses to take Delivery of such Goods. Nextrend is entitled to, at its absolute discretion to waive its right under this sub-clause in relation to Customer Errors.		
	<b>Change in Control</b> The Customer shall give Nextrend not less than fourteen (14) days prior written notice of any 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, change of trustees, or business practice). The Customer shall be liable for any loss incurred by Nextrend as a result of the Customer's failure to comply with this clause.		
	<b>On-Line Ordering</b> The Customer acknowledges and agrees that: (a) Nextrend does not guarantee the website's performance; (b) display on the website does not guarantee the availability of any particular Goods; therefore, all orders placed through the website shall be subject to confirmation of acceptance by Nextrend; (c) on-line ordering may be unavailable from time to time for regularly scheduled maintenance and/or upgrades; (d) there are inherent hazards in electronic distribution, and as such Nextrend cannot warrant against delays or errors in transmitting data between the Customer and Nextrend including orders, and the Customer agrees that to the maximum extent permitted by law, Nextrend will not be liable for any losses which the Customer suffers as a result of online ordering not being available or for delays or errors in transmitting orders; (e) when making a transaction through the website, the Customer's information will pass through a secure server using SSL (secure sockets layer) encryption technology or any other similar technology as disclosed by Nextrend and/or displayed on the website. The encryption process ensures that the Customer's information cannot be read by or altered by outside influences; (f) if the Customer is not the cardholder for any credit card being used to pay for the Goods, Nextrend shall be entitled to reasonably assume that the Customer has received permission from the cardholder for use of the credit card for the transaction. Nextrend reserves the right to terminate the Customer's order if it learns that the Customer has provided false or misleading information, interfered with other users or the administration of Nextrend's business, or violated these terms and conditions.		
	<b>Credit Card Information</b> Nextrend will: (a) keep the Customer's personal details, including credit card details for only as long as is deemed necessary by Nextrend; (b) not disclose the Customer's credit card details to any third party; (c) not unnecessarily disclose any of the Customer's personal information, except as required with the Privacy Act (clause 25) or where required by law. The Customer expressly agrees that, if pursuant to this Contract, there are any unpaid charges, other amounts due and outstanding by the Customer, Nextrend is entitled to immediately charge the Customer's nominated credit card for these amounts and is irrevocably authorised to complete any documentation and take any action to recover from the credit card issuer any and all amounts which may be due by the Customer pursuant to the terms of this Contract.		
	<b>Price and Payment</b> At Nextrend's sole discretion, the Price shall be either: (a) as indicated on any invoice provided by Nextrend to the Customer upon placement of an order for Goods; or (b) Nextrend's quoted Price (subject to clause 10.2) which will be valid for the period stated in the quotation or otherwise for a period of seven (7) days. Nextrend reserves the right to change the Price: (a) if a variation to the Services originally scheduled (including any applicable specifications) is requested; or (b) if a variation to Nextrend's quotation is requested or required (including as to the nature or quantity of the Goods (including size and weight), nature and location of the collection and/or		
	delivery address, distance from the collection address to the delivery address, facilities available for loading or unloading, weather conditions or delays beyond the control of Nextrend, delivery times or dates, or otherwise, etc.); or (c) if during the course of the Services, the materials cease to be available from Nextrend's third party suppliers, then Nextrend reserves the right to provide alternative Goods, subject to prior confirmation and agreement of both parties; or (d) in the event of increases to Nextrend in the cost of labour or materials (including, but not limited to, overseas transactions that may increase, as a consequence of variations in foreign currency rates of exchange and/or freight and insurance charges) which are beyond Nextrend's control. Variations will be charged for on the basis of Nextrend's quotation, and will be detailed in writing, and shown as variations on Nextrend's invoice. The Customer shall be required to respond to any variation submitted by Nextrend within ten (10) working days. Failure to do so will entitle Nextrend 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. At Nextrend's sole discretion, a fifty percent (50%) non-refundable deposit may be required for custom manufactured Goods. <b>Any discounts applicable to the Price shall become null and void if payment is not made by the due date stated on the invoice and/or statement.</b> Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by Nextrend, which may be: (a) before despatch or delivery of the Goods; (b) for certain approved Customers, either: (i) thirty (30) days or fourteen (14) days following the end of the month in which a statement is delivered to the Customer's address or address for notices; or (ii) thirty (30) days or fourteen (14) days nett following the date of any invoice given to the Customer by Nextrend; or (c) the date specified on any invoice or other form as being the date for payment; or (d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by Nextrend. Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Customer and Nextrend. Nextrend may in its discretion allocate any payment received from the Customer towards any invoice that Nextrend determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer Nextrend may re-allocate any payments previously received and allocated. In the absence of any payment allocation by Nextrend, payment will be deemed to be allocated in such manner as preserves the maximum value of Nextrend's Purchase Money Security Interest (as defined in the PPSA) in the Goods. 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 Nextrend nor to withhold payment of any invoice because part of that invoice is in dispute. Once in receipt of an invoice for payment, if any part of the invoice is in dispute, then the Customer must notify Nextrend in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as Nextrend investigates the dispute claim, no credit shall be passed for refund until the review is completed. Failure to make payment may result in Nextrend placing the Customer's account into default and subject to default interest in accordance with clause 23.1. Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to Nextrend an amount equal to any GST Nextrend must pay for any supply by Nextrend under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set-off of any other amounts, at the same time and on the same basis as the Customer 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.		
	<b>Recipient-Created Tax Invoices ("RCTI")</b> Where both parties agree, the recipient (whom may or may not be the Customer as defined above) may issue a tax invoice in respect of Goods supplied. In this instance, Nextrend will not issue a tax invoice in respect of those supplied Goods. The recipient acknowledges that it is registered for GST and that it will notify Nextrend if it ceases to be registered. Acceptance of this RCTI constitutes acceptance of the terms of this contract. Both parties to this contract acknowledge that they are parties to an RCTI agreement (where applicable) as outlined in GSTR 2000/10. Nextrend agrees to notify the recipient if Nextrend does not wish to accept the proposed arrangement.		
	<b>Rewards Program</b> The Customer acknowledges and accepts that in order to benefit from Nextrend's rewards program, that: (a) specific terms and conditions apply as outlined on Nextrend's website; (b) non or late payment will affect the number of reward points being applied to the Customer's rewards account; and (c) reward points may not be used for payment of accounts but only for purchases from the rewards gallery.		
	<b>Delivery of Goods</b> Delivery (" <b>Delivery</b> ") 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 Nextrend's address; or (b) Nextrend (or Nextrend's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address. The cost of Delivery will be payable by the Customer in accordance with the quotation provided by Nextrend to the Customer, or as otherwise notified to the Customer prior to the placement of an order for Goods. Nextrend may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions. The Customer must take Delivery by receipt or collection of the Goods whenever they are tendered for Delivery. Any time specified by Nextrend for Delivery of the Goods is an estimate only and Nextrend will not be liable for any loss or damage incurred by the Customer because of Delivery being late. However, both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. If Nextrend is unable to supply the Goods as agreed solely due to any action or inaction of the Customer, then Nextrend shall be entitled to charge a reasonable fee for redelivery and/or storage. Lead times may be subject to a delay of approximately thirty (30) weeks for Goods selected or longer where delays occur due to exact quantities, colours and finishes required not being given to Nextrend		
	In a timely manner or delays in the arrival of Goods on indent or back order. Estimated lead times will commence from confirmation of a written order. The Customer acknowledges and accepts that a minimum invoice value of four hundred dollars (\$400) plus GST applies to all orders, otherwise a current handling fee "Small Order Surcharge" of forty dollars (\$40) plus GST shall apply.		
	<b>Risk</b> Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery. If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Customer, Nextrend is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Nextrend is sufficient evidence of Nextrend's rights to receive the insurance proceeds without the need for any person dealing with Nextrend to make further enquiries. If the Customer requests Nextrend to leave Goods outside Nextrend'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. The Customer acknowledges and accepts that: (a) whilst fabric manufacturers make every effort to match dye lots, colours or shade may vary between batches of product and/or between sales samples and actual product supplied; (b) fabric manufacturers cannot guarantee to produce perfectly uniform patterned product, therefore there is no guarantee that patterned product will match perfectly when installed; and (c) the sewing process for fabric may require seams and cross-joins and that the appearance of these may be affected by light source and in particular the construction of the chosen product. The Customer acknowledges that Goods supplied may: (a) exhibit variations in shade tone, colour, texture, surface, and finish from sales samples or previous batches; (b) fade or change colour over time; (c) expand, contract, or distort as a result of exposure to heat, cold, weather; (d) mark or stain if exposed to certain substances; (e) rust or deteriorate if exposed to salinity or weather; and (f) be damaged or disfigured by impact or scratching.		
	<b>Product Specifications</b> The Customer acknowledges that all descriptive specifications, illustrations, drawings, data, dimensions, ratings, and weights stated in Nextrend's or manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Customer shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the Contract, unless expressly stated as such in writing by Nextrend. Nextrend is under no obligation to provide samples of Goods ordered other than virtual (computerized) sample. Whilst every effort will be taken by Nextrend to match virtual colours or styles with physical colours or styles, Nextrend will take no responsibility for any variation between virtual sale samples and either the virtual sale sample displayed on the Customer's computer and/or the final product. Should a physical sample be required this will be provided on request by the Customer and will be charged for as an extra including return freight, the charge will be added to the final invoice.		
	<b>Compliance with Laws</b> The Customer and Nextrend shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.		
	<b>Title</b> Nextrend and the Customer agree that ownership of the Goods shall not pass until: (a) the Customer has paid Nextrend all amounts owing to Nextrend; and (b) the Customer has met all of its other obligations to Nextrend. Receipt by Nextrend of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised. It is further agreed that, until ownership of the Goods passes to the Customer in accordance with clause 17.1: (a) the Customer is only a bailee of the Goods and must return the Goods to Nextrend on request; (b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for Nextrend and must pay to Nextrend 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 Nextrend and must pay or deliver the proceeds to Nextrend 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 Nextrend and must sell, dispose of or return the resulting product to Nextrend as it so directs; (e) the Customer irrevocably authorises Nextrend to enter any premises where Nextrend believes the Goods are kept and recover possession of the Goods; (f) Nextrend may recover possession of any Goods in transit whether or not Delivery has occurred; (g) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Nextrend; (h) Nextrend may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.		
	<b>Personal Property Securities Act 2009 ("PPSA")</b> In this clause financing statement, financing charge 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 and creates a security interest in all Goods that have previously been supplied and that will be supplied in the future by Nextrend to the Customer, and the proceeds from such Goods. 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 Nextrend may reasonably require to; (i) register a financing statement or financing charge statement in relation to a security interest on the Personal Property Securities Register;		

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(ii) register any other document required to be registered by the PPISA; or (iii) correct a defect in a statement referred to in clause 18.3(a)(i) or 18.3(a)(ii);	(d) the Customer failing to follow any instructions or guidelines provided by Nextrend; (e) cleaning or outdoors application; (f) fair wear and tear, any accident, or act of God.	25.2	Notwithstanding clause 25.1, privacy limitations will extend to Nextrend in respect of Cookies where the Customer utilises Nextrend's website to make enquiries. Nextrend agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Customer's: (a) IP address, browser, email client type and other similar details; (b) tracking website usage and traffic; and (c) reports are available to Nextrend when Nextrend sends an email to the Customer, so Nextrend may collect and review that information ("collectively Personal Information")	28.1	(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 fund or trust property.
(b) indemnify, and upon demand reimburse, Nextrend for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPISA or releasing any Goods charged thereby;	20.12	Nextrend may in its absolute discretion accept non-defective Goods for return in which case Nextrend may require the Customer to pay handling fees of up to thirty percent (30%) of the value of the returned Goods plus any freight costs.	28.2	28.2	<b>General</b> Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising herein, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing setting out the reason for the dispute. The parties shall share equally the mediator's fees. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution avenues. 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, that provision shall be severed from this Contract, and 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 the state or territory, whichever applicable as being the state or territory in which the Goods and/or Services were provided by Nextrend to the Customer however, in the event of a dispute that deems necessary for the matter to be referred to a Magistrates or higher Court then jurisdiction will be subject to Bundaberg Courts in Queensland being the state in which Nextrend has its principal place of business. These terms prevail over all terms and conditions of the Customer (even if they form part of the Customer's purchase order).
(c) not register a financing change statement in respect of a security interest without the prior written consent of Nextrend; (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods or the proceeds of such Goods in favour of a third party without the prior written consent of Nextrend; (e) immediately advise Nextrend of any material change in its business practices of selling the Goods which would result in a change in proceeds derived from such sales.	20.13	Notwithstanding anything contained in this clause if Nextrend is required by a law to accept a return, then Nextrend will only accept a return on the conditions imposed by that law.			
18.4 Nextrend and the Customer agree that sections 96, 115 and 125 of the PPISA do not apply to the security agreement created by these terms and conditions.	21.1	<b>Intellectual Property</b> Where Nextrend has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of Nextrend. Under no circumstances may such designs, drawings and documents be used without the express written approval of Nextrend. The Customer warrants that all designs, specifications, or instructions given to Nextrend will not cause Nextrend to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify Nextrend against any action taken by a third party against Nextrend in respect of any such infringement.	25.3	28.3	28.3
18.5 The Customer waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPISA.	21.2	The Customer agrees that Nextrend may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Nextrend has created for the Customer.	25.4	28.4	28.4
18.6 The Customer waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPISA.	21.3	<b>Protection of Reputation</b> Any misuse, misrepresentation or any other action that negatively impacts Nextrend's brand (including, but not limited to, infringement on Nextrend's intellectual property, online sales and/or marketing campaigns) which is deemed to damage and/or tarnish the reputation of the Nextrend's brand, may result in Nextrend mitigating that damage by refusing the Customer the right to continue to represent Nextrend.	25.5	28.5	28.5
18.7 Unless otherwise agreed to in writing by Nextrend, the Customer waives their right to receive a verification statement in accordance with section 157 of the PPISA.	21.4				
18.8 The Customer must unconditionally ratify any actions taken by Nextrend under clauses 18.3 to 18.5.	21.5	<b>Default and Consequences of Default</b> 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 Nextrend's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Customer owes Nextrend any money, the Customer shall indemnify Nextrend from and against all costs and disbursements: (a) incurred; and/or (b) which would be incurred and/or (c) for which by the Customer would be liable; in regard to legal costs on a solicitor and own client basis incurred in exercising Nextrend's rights under these terms and conditions, internal administration fees, Nextrend's Contract fees owing for breach of these terms and conditions, including, but not limited to, contract default fees and/or recovery costs (if applicable), as well as bank dishonour fees.	25.6	28.6	28.6
18.9 Subject to any express provisions to the contrary (including those contained in this clause 18), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPISA.	21.6				
19.1 In consideration of Nextrend agreeing to supply the Goods and/or provide its Services, the Customer grants Nextrend a security interest by way of a floating charge (registerable by Nextrend pursuant to the PPISA) over all of its present and after acquired rights, title and interest (whether joint or several) in all other assets that is now owned by the Customer or owned by the Customer in the future, to the extent necessary to secure the repayment of monies owed under this Contract for provision of the Goods and/or Services owed under this Contract and/or permit Nextrend to appoint a receiver to the Customer in accordance with the Corporations Act 2001 (Cth).	23.1	25.7	28.7	28.7	28.7
19.2 The Customer indemnifies Nextrend from and against all Nextrend's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Nextrend's rights under this clause.	23.2	25.8	28.8	28.8	28.8
19.3 In the event that the Customer defaults or breaches any term of this Contract and as a result, the security provided in clauses 17.1, 18.2 and 19.1 as applicable, is deemed insufficient by Nextrend to secure the repayment of monies owed by the Customer to Nextrend, the Customer hereby grants Nextrend a security interest as at the date of the default, by way of a charge, that enables the right and entitlement to lodge a caveat over any real property and or land owned by the Customer now, or owned by the Customer in the future, to secure the performance of the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money.	23.3				
20.1 The Customer must inspect the Goods on Delivery and must within three (3) days of Delivery notify Nextrend 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 alleged defect in the Goods as soon as reasonably possible after any such defect becomes evident. Upon such notification the Customer must allow Nextrend to inspect the Goods. Any claims must be accompanied with photographic evidence.	23.4	25.9	28.9	28.9	28.9
20.2 Notwithstanding clause 20.1, the conditions applicable to the warranty given on Goods manufactured by Nextrend are contained on the "Warranty Document" that will be supplied with the Goods.	23.5	25.10	28.10	28.10	28.10
20.3 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions ( <b>Non-Excluded Guarantees</b> ).	23.6				
20.4 Nextrend acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.	23.7	25.11	28.11	28.11	28.11
20.5 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, Nextrend makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Goods. Nextrend's liability in respect of these warranties is limited to the fullest extent permitted by law.	23.8				
20.6 If the Customer is a consumer within the meaning of the CCA, Nextrend's liability is limited to the extent permitted by section 64A of Schedule 2.	23.9	25.12	28.12	28.12	28.12
20.7 If Nextrend is required to replace the Goods under this clause or the CCA, but is unable to do so, Nextrend may refund any money the Customer has paid for the Goods.	23.10				
20.8 If the Customer is not a consumer within the meaning of the CCA, Nextrend'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 Nextrend at Nextrend's sole discretion; (b) limited to any warranty to which Nextrend is entitled, if Nextrend did not manufacture the Goods; (c) otherwise negated absolutely.	23.11	25.13	28.13	28.13	28.13
20.9 Subject to this clause 20, returns will only be accepted provided that: (a) the Customer has complied with the provisions of clause 20.1; and (b) Nextrend 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.	23.12				
20.10 Nextrend shall not accept returns for change of mind, the buying sight unseen and the Customer is not satisfied even should the Goods be Delivered as described, or if the Customer makes a wrong decision unless due to Nextrend's negligence or incorrect information supplied by Nextrend.	23.13	25.14	28.14	28.14	28.14
20.11 Notwithstanding clauses 20.1 to 20.9 but subject to the CCA, Nextrend 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 failing to properly maintain or store any 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 should have become apparent to a reasonably prudent operator or user;	23.14				