

Ritex International Limited T/A Ritex – Terms & Conditions of Trade

1.	Definitions	The production of these terms and conditions by the Agent is sufficient evidence of the Agent's rights to receive the proceeds without the need for any person dealing with the Agent to make further enquiries.	(c) The Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
1.1	"Agent" means Ritex International Limited T/A Ritex, its successors and assigns.		(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
1.2	"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.		
1.3	"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 operate in the background when using the Agent's website, then the Customer shall have the right to enable/disable the Cookies first by selecting the option b) enable/disable provided on the website, prior to making enquiries via the website.	7.3	
1.4	"Customer" means the person's, entities or any person acting on behalf of and with the authority of the Customer requesting the Agent to provide the Services as specified in any proposal, quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.	7.4	
1.5	"Goods" means all Goods or Services supplied by the Agent 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).	8.1	
1.6	"Price" means the price payable (plus any Goods and Services Tax ("GST") where applicable) for the Goods as agreed between the Agent and the Customer in accordance with clause 5 below.	8.2	
2.	Acceptance	8.3	
2.1	The parties acknowledge and agree that:		
2.2	(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.		
2.3	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.		
2.4	Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.		
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 Agent and it has been approved with a credit limit established for the account.		
2.6	In the event that the supply of Goods requested exceeds the Customer's credit limit and/or the account exceeds the payment terms, the Agent reserves the right to refuse Delivery.		
2.7	The Customer acknowledges and accepts that the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, the Agent reserves the right to vary the Price and/or to substitute alternative Goods as per clause 5.2, subject to prior confirmation and agreement by both parties.	9.	
2.8	Any advice, recommendation, information, assistance or service provided by the Agent in relation to Goods or Services supplied is given in good faith to the Customer, or the Customer's agent and is based on the Agent's own knowledge and experience and should be accepted without liability on the part of the Agent. Where such advice or recommendations are not acted upon then the Agent shall require the Customer or their agent to authorise commencement of the Services in writing. The Agent shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services.	9.1	
2.9	All international orders are subject to the International Incoterms as established and published by the International Chamber of Commerce (ICC).	9.2	
3.	Errors and Omissions		
3.1	The Customer acknowledges and accepts that the Agent shall, without prejudice, accept no liability in respect of any alleged or actual errors (by the Agent or omission/s):		
3.2	(a) resulting from the use of automated systems by the Agent in the formation and/or administration of this Contract; and/or		
3.3	(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by the Agent in respect of the Services.		
3.4	If such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of the Agent; the Customer:		
3.5	(a) shall not be entitled to treat this Contract as repudiated nor render it invalid; but		
3.6	(b) shall not be responsible for any additional costs incurred by the Agent arising from the error or omission.		
4.	Change in Control		
4.1	The Customer shall give the Agent, 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 and contact phone or fax number/s, change of trustees or business practice). The Customer shall be liable for any loss incurred by the Agent as a result of the Customer's failure to comply with this clause.		
5.	Price and Payment		
5.1	At the Agent's sole discretion, the Price shall be either:		
5.2	(a) as indicated on any invoice provided by the Agent to the Customer; or		
5.3	(b) the Agent's quoted Price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise, or a period of thirty (30) days.		
5.4	The Agent reserves the right to change the Price:		
5.5	(a) where any variations (including, but not limited to, as a result of fluctuations in currency exchange rates or increases to the Agent in the cost of taxes, levies, materials and labour etc.) are beyond the Agent's control; and		
5.6	(b) in the event of any increases to the Agent in the cost of performing the carriage of the Goods (including, without limitation, increases in the cost of customs duties, insurance premiums, warehousing costs, provisions of any Acts, By-Laws, Order or Regulations of any parliament, municipality or local authority enacted after the date of contract between the Customer and the Agent, and/or other manufacturing costs, etc.) which are beyond the reasonable control of the Agent.		
5.7	Variances will be charged for on the basis of the Agent's quotation, and will be detailed in writing, and shown as variations on the Agent's invoice. The Customer shall be required to respond to any variation submitted by the Agent within ten (10) working days. Failure to do so will entitle the Agent 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.		
5.8	At the Agent's sole discretion, a reasonable non-refundable deposit may be required.		
5.9	Time for payment for the Goods being the essence, the Price will be payable by the Customer on the date determined by:		
6.	Delivery of Goods		
6.1	The Agent will deliver the Goods to the Customer at the time that:		
6.2	(a) the Customer or the Customer's nominated carrier takes possession of the Goods at the Agent's address; or		
6.3	(b) the Agent (or the Agent's nominated carrier) delivers the Goods to the Customer's nominated address, even if the Customer is not present at the address.		
6.4	The cost of Delivery is either included in the Price or is in addition to the Price as agreed between the parties.		
6.5	The Agent may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions of these terms and conditions.		
6.6	Any time or date given by the Agent to the Customer is an estimate only. In the event that the Agent expects that the Agent shall not be able to meet the estimated Delivery date, then the Agent will advise the Customer accordingly as soon as practicable. The Customer must still accept Delivery of the Goods and the Agent shall not be liable for any losses, liabilities, costs, damages, charges or expenses incurred by the Customer as a result of the Delivery being late. In the event that the Customer is unable to take delivery of the Goods as arranged then the Agent shall be entitled to charge a reasonable fee for redelivery and/or storage.		
6.7	The type of delivery to be used for the Goods shall be specified in writing on the Agent's quotation as defined in accordance with the Incoterms.		
6.8	Subject to clauses 6.4 and 20.9, the Customer accepts and acknowledges that the shipping/delivery timeframe may vary for the supply of Goods for international sales.		
7.	Risk		
7.1	Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods from the time the Goods are dispatched from the Agent's premises, regardless of whether the Agent or the Customer's transport is used.		
7.2	If any of the Goods are damaged or destroyed or lost prior to ownership passing to the Customer, the Agent is entitled to receive all insurance proceeds payable for the		
7.3	The production of these terms and conditions by the Agent is sufficient evidence of the Agent's rights to receive the proceeds without the need for any person dealing with the Agent to make further enquiries.		
7.4	If the Customer requests the Agent to leave Goods outside the Agent'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.		
7.5	The Customer acknowledges that Goods supplied may exhibit variations in shade, tone, color, texture, surface and finish, and may fade or change colour over time. The Agent will make every effort to match batches of product supplied in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur.		
7.6	Title		
7.7	The Agent and the Customer agree that ownership of the Goods shall not pass until:		
7.8	(a) the Customer has paid the Agent all amounts owing to the Agent; and		
7.9	(b) the Customer has accepted all of its other obligations to the Agent.		
7.10	Receipt by the Agent 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.		
7.11	It is further agreed that until ownership of the Goods passes to the Customer in accordance with clause 8.1, the Customer is only a bailee of the Goods and must return the Goods to the Agent on request.		
7.12	The Customer holds the benefit of the Customer's insurance of the Goods on trust for the Agent and must pay to the Agent the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.		
7.13	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 Agent and must pay or deliver the proceeds to the Agent on demand.		
7.14	The Customer should 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 Agent and must sell, dispose of or return the resulting product to the Agent as it so directs.		
7.15	The Customer irrevocably authorises the Agent to enter any premises where the Agent believes the Goods are kept and recover possession of the Goods;		
7.16	(f) the Agent may recover possession of any Goods in transit whether or not Delivery has been made;		
7.17	(g) the Customer shall not charge or grant an encumbrance over the Goods nor grant otherwise give away any interest in the Goods while they remain the property of the Agent; and		
7.18	(h) the Agent may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.		
7.19	Personal Property Securities Act 1999 ("PPSA")		
7.20	Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:		
7.21	(a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and		
7.22	(b) a security interest is taken in all Goods that have previously been supplied and that will be supplied in the future by the Agent to the Customer, and the proceeds from such Goods being sold by the Agent to the Customer in invoices rendered from time to time.		
7.23	The Customer undertakes to:		
7.24	(a) 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 Agent may reasonably require to register a financing statement or financing charge statement on the Personal Property Securities Register;		
7.25	(b) indemnify, and upon demand reimburse, the Agent for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register or releasing any Goods charged thereunder;		
7.26	(c) not register, or permit to be registered, a financing statement or a financing charge statement in relation to the Goods or the proceeds of such Goods in favour of a third party without the prior written consent of the Agent; and		
7.27	(d) immediately advise the Agent 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.		
7.28	Unless otherwise agreed to in writing by the Agent, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.		
7.29	The Customer shall unconditionally ratify any actions taken by the Agent under clause 9.1 to 9.3.		
7.30	Subject to any express provisions to the contrary (including those contained in this clause 9), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.		
7.31	Security and Charge		
7.32	In consideration of the Agent 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, and the Customer grants a security interest in all of its present and after-acquired property, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money). The terms of the charge and security interest are the terms of the PPSA and the PPSA shall apply to the Goods and the proceeds of the Goods.		
7.33	The Customer indemnifies the Agent from and against the Agent's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Agent's rights under this clause.		
7.34	The Customer irrevocably appoints the Agent and each director of the Agent as the Customer's true and lawful agent to perform all acts necessary to give effect to the provisions of this clause 10, but not limited to, signing any document on the Customer's behalf.		
7.35	Defects		
7.36	The Customer shall inspect the Goods on Delivery and shall within seven (7) days of Delivery (time being of the essence) notify the Agent of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford the Agent an opportunity to inspect the Goods within a reasonable time following Delivery if the Customer believes the Goods are defective in any way. If the Customer fails to comply with these provisions, then the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Agent has agreed in writing that the Customer is entitled to reject, the Agent's liability is limited to either (at the Agent's discretion) replacing the Goods or repairing the Goods.		
7.37	Goods will not be accepted for return other than in accordance with 11.1 above, and provided that:		
7.38	(a) the Agent has agreed in writing to accept the return of the Goods; and		
7.39	(b) the Goods are returned at the Customer's cost within ten (10) days of the Delivery date; and		
7.40	(c) the Agent will not be liable for Goods which have not been stored or used in a proper manner; and		
7.41	(d) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.		
7.42	If the Agent accepts that the Customer is entitled to reject the Goods following their return pursuant to clause 11.2(b) the Agent will reimburse the Customer's actual and reasonable costs of return Delivery.		
7.43	The Customer may (in its discretion) accept the return of Goods for credit but this may incur a handling fee of twenty percent (20%) of the value of the returned Goods plus any freight. Subject to clause 11.1, non-stockist items or Goods made to the Customer's specifications are not acceptable for credit or return.		
7.44	Warranty		
7.45	For Goods not manufactured by the Agent, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Agent shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer.		
7.46	To the extent permitted by statute, no warranty is given by the Agent as to the quality or suitability of the Goods for any purpose and any implied warranty, is expressly excluded. The Agent shall not be responsible for any loss or damage to the Goods, or caused by the Goods or any part thereof however arising.		
7.47	Consumer Guarantees Act 1993 and the Fair Trading Act 1986		
7.48	If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 ("CGA") do not apply to the supply of Goods by the Agent to the Customer.		
7.49	The Agent agrees to abide by the provisions of the Fair Trading Act 1986 ("FTA").		
7.50	Intellectual Property		
7.51	Where the Agent 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 Agent. Under no circumstances may such designs, drawings and documents be used without the express written approval of the Agent.		
7.52	The Customer warrants that all designs, specifications or instructions given to the Agent will be used solely for the purpose of the Goods and that the Customer will indemnify the Agent against any action taken by a third party against the Agent in respect of any such infringement.		
7.53	The Customer agrees that the Agent may (at no cost) use for the purposes of marketing or entry in any competition, any documents, designs, drawings or Goods which the Agent has created for the Customer.		
7.54	Default and Consequences of Default		
7.55	Interest on overdue payments shall accrue automatically 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 Agent's sole discretion such interest shall compound monthly at such a rate) as well as before any judgment.		
7.56	If the Customer owes the Agent any money, the Customer shall indemnify the Agent from and against all costs and disbursements incurred by the Agent in enforcing its debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Agent's collection agency costs, and bank disbursement fees).		
7.57	Further to any other rights or remedies the Agent may have under this Contract, if a Customer fails to comply with the terms of the Contract, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Agent under this clause 15 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this Contract.		
7.58	Without prejudice to the Agent's other remedies at law the Agent shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Agent shall, whether or not due for payment, become immediately payable if:		
7.59	(a) any money payable to the Agent becomes overdue, or in the Agent's opinion the Customer will be unable to make a payment when it falls due;		
7.60	(b) the Customer has exceeded any applicable credit limit provided by the Agent;		
7.61	Cancellation		
7.62	Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions the other party may suspend or terminate the supply of Services or purchase of Goods to the other party. Neither party will be liable for any loss or damage the other party suffers because one of the parties has exercised its rights under this clause.		
7.63	If the Agent, due to reasons beyond the Agent's reasonable control, is unable to deliver any Goods and/or Services to the Customer, the Agent may cancel any Contract to which these terms and conditions apply or cancel the supply of Goods and/or Services at any time before the Goods and/or Services are delivered by giving written notice to the Customer. On giving such notice the Agent shall pay to the Customer any money paid by the Customer for the Goods and/or Services. The Agent shall not be liable for any loss or damage whatsoever arising from such cancellation.		
7.64	The Customer may cancel Delivery of the Goods and/or Services by written notice saved within forty-eight (48) hours of placement of the order. Failure by the Customer to otherwise accept Delivery of the Goods and/or Services shall place the Customer in breach of this Contract.		
7.65	Orders for Goods made to the Customer's specifications, or for non-stockist items, will definitely not be accepted once production has commenced, or an order has been placed.		
7.66	Privacy Policy		
7.67	All emails, documents, images or other recorded information held or used by the Agent is "Personal Information" as defined and referred to in clause 17.3 and therefore considered confidential. The Agent acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 2020 ("the Act") including Part II of the OECD Guidelines as set out in the Act. The Agent acknowledges that if the act it becomes aware of any data breaches and/or disclosure of the Customer's Personal Information, held by the Agent that may result in serious harm to the Customer, the Agent will notify the Customer in accordance with the Act. Any release of such Personal Information must be in accordance with the Act and must be approved by the Customer by written consent, unless subject to an operation of law.		
7.68	Notwithstanding clause 17.1, privacy limitations will extend to the Agent in respect of Cookies where the Customer utilises the Agent's website to make enquiries. The Agent 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:		
7.69	(a) IP address, browser, email client type and other similar details;		
7.70	(b) tracking website usage and traffic; and		
7.71	(c) reports are available to the Agent when the Agent sends an email to the Customer so the Agent may collect and review that information ("collectively Personal Information").		
7.72	If the Customer consents to the Agent's use of Cookies on the Agent's website and later wishes to withdraw that consent, the Customer may manage and control the Agent's privacy controls via the Customer's web browser, including removing Cookies by deleting them from the browser history when exiting the site.		
7.73	The Customer authorises the Agent or the Agent's agent to:		
7.74	(a) access, collect, retain and use any information about the Customer;		
7.75	(b) including, name, address, D.O.B, occupation, driver's licence details, electronic contact details (email, Facebook, Instagram, etc.), medical insurance details or not in and other contact information (where applicable), previous credit applications, credit history or any overdue fines balance information held by the Ministry of Justice for the purpose of assessing the Customer's creditworthiness; or		
7.76	(c) for the purpose of marketing products and services to the Customer.		
7.77	(d) disclose information about the Customer, whether collected by the Agent from the Customer directly or obtained by the Agent from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.		
7.78	Where the Customer is an individual, the authorities under clause 17.3 are authorities or consents for the purposes of the Privacy Act 2020.		
7.79	The Customer shall have the right to request (by e-mail) from the Agent a copy of the Personal Information about the Customer retained by the Agent and the right to request that the Agent correct any incorrect Personal Information.		
7.80	The Agent will destroy Personal Information upon the Customer's request (by email) 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.		
7.81	The Customer can opt out of any privacy controls by contacting the Agent via e-mail. The Agent will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within twenty (20) 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 Privacy Commissioner at http://www.privacy.org.nz .		
7.82	Service of Notices		
7.83	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;		
7.84	(b) by sending the notice by registered post or by email as stated in this Contract;		
7.85	(c) by sending it by registered post to the address of the other party as stated in this Contract;		
7.86	(d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract; (f) if sent by email, on receipt of confirmation of the transmission;		
7.87	(g) if sent by email to the other party's last known email address.		
7.88	Any notice in prose 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.		
7.89	Trusts		
7.90	If the Customer at any time upon or subsequent to entering into this Contract is acting in the capacity of trustee of any trust or as agent for a trust ("Trust") then whether or not the Agent may have notice of the Trust, the Customer covenants with the Agent as follows:		
7.91	(a) the Contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust, the trustees and the trust fund;		
7.92	(b) the Customer shall not exercise any power or authority under the Trust or from the Trustees of the Trust as the case may be to enter into the Contract and the provisions of the Trust do not purport to exonerate or take away the right of indemnity of the Customer against the Trust, the trustees and the trust fund. The Customer will not release the right to pursue any breach of trust or be a party to any other action which might prejudice that right of indemnity;		
7.93	(c) the Customer will not during the term of the Contract without consent in writing of the Agent (the Agent will not unreasonably withhold consent), cause, permit, or suffer to occur any of the following events:		
7.94	(i) the removal, replacement or retirement of the Customer as trustee of the Trust;		
7.95	(ii) any alteration to or variation of the terms of the Trust;		
7.96	(iii) any advancement or distribution of capital of the Trust; or		
7.97	(iv) any resettlement of the trust fund or trust property.		
7.98	General		
7.99	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) notifying the other party in writing setting out the reason for the dispute. The parties shall state equally the mediator's fees. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution avenues.		
7.100	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.		
7.101	These terms and conditions and any Contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand, New Zealand Subject to the CGA, the liability of the Agent and the Customer under this Contract shall be limited to the Price.		
7.102	The Agent may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Customer's consent provided the assignment does not cause detriment to the Customer.		
7.103	The Customer cannot licence or assign without the written approval of the Agent.		
7.104	The Agent may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under the Contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of the Agent's subcontractors without the authority of the Agent.		
7.105	The Customer agrees that the Agent may amend their general terms and conditions for subsequent Contracts with the Customer by disclosing such to the Customer in writing. The Customer shall be deemed to have accepted the terms and conditions of the Contract upon such changes, or otherwise at such time as the Customer makes a further request for the Agent to provide Goods and/or Services to the Customer.		
7.106	Neither party shall be liable for any delay due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including worldwide destination ports), etc. ("Force Majeure") or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Customer to make any payment due to the Agent, following cessation of a Force Majeure.		
7.107	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.		