

# Terms and Conditions

Mystiqa has the following terms and conditions which are reasonable and clear.

- For any product that you receive and are unhappy with either the product or your choice, let us know- we are not unreasonable. However, we cannot take responsibility for items that get damaged due to inappropriate usage or age.
- While we encourage new wholesale customers, new customers must work on a pro forma basis (payment first) and then on a second order placed we will be happy to open a monthly trading account if customers are able to provide two trade references from other wholesalers in the same industry.
- All wholesale accounts are due on the 20th following month. By opening a wholesale account with us you consent to being liable for any debt collection costs incurred in recovering the debt. This is currently a flat fee of \$50 plus 20% of the debt owed, as charged by most debt collection agencies.

## Payment Options

We prefer payment by Direct Credit. However we also accept payments through Credit Cards. For credit card payments, simply call us and provide your details, or email them to us. All payments are due 20th following month and this is strictly enforced.

## Delivery / Freight

Freight is charged at cost and is calculated after the order has been packed, based on weight and destination. Freight for our wholesale clients is at the clients cost and is added to the invoice.

### DEFINITIONS

1.1 “Mystiqa ” shall mean Amna Enterprises Ltd., or any agents or employees thereof. Mystiqa refers to the trading name of Amna Enterprises Ltd.

1.2 “Customer” shall mean the client, any person acting on behalf of and with the authority of the customer, or any person purchasing goods from

Mystiqa.

1.3 "Price" shall mean the cost of the goods as agreed between Mystiqa and the customer subject to Clause 4 of this contract.

## **2. ACCEPTANCE**

2.1 Any instruction received by Mystiqa from the customer for the supply of goods shall constitute a binding contract and acceptance of the terms and conditions contained herein.

## **3. COLLECTION & USE OF INFORMATION**

3.1 The customer authorizes Mystiqa to collect, retain and use any information about the customer, or for the purpose of assisting the customer's credit worthiness, enforcing any rights under this contract or marketing any goods provided by Mystiqa to any other party.

3.2 The customer authorizes Mystiqa to disclose any information obtained to any person for the purposes set out in Clause 3.1.

3.3 Where the customer is a natural person the authorities under Clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

## **4. PRICE**

4.1 Where no price is stated in writing or agreed to orally the goods shall be deemed to be sold at the current amount as such goods are sold by Mystiqa at the time of the contract.

4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the goods that is beyond the contract of Mystiqa between the date of the contract and delivery of the goods.

4.3 The price is exclusive of GST and freight, all of which will be an additional charge to the customer.

## **5. PAYMENT**

5.1 Payment for goods shall be made in full on or before the 20th day of the month following the date of the invoice ("the due date").

5.2 Any expenses, disbursements and legal costs incurred by Mystiqa in the enforcement of any rights contained in this contract shall be paid by the customer, including any reasonable solicitor's fees or debt collection agency fees.

5.3 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

## **6. RISK**

6.1 The goods remain at Mystiqa's risk until delivery to the Customer.

6.2 Delivery of Goods shall be deemed complete when Mystiqa gives possession of the Goods directly to the Customer or possession of the

Goods is given to a carrier, courier or other ballet for purposes of transmission to the Customer.

6.3 The time agreed for delivery shall not be an essential term of this contract unless the Customer gives written notice to making time of the essence.

## **7. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)**

7.1 Title in any Goods supplied by Mystiqa passes to the Customer only when the Customer has made payment in full for all Goods provided by Mystiqa and of all other sums due to Mystiqa by the Customer on any account whatsoever.

7.2 The following shall constitute defaults by the Customer:

7.2.1 Non-payment of any sum by the due date.

7.2.2 The Customer indicates that it will not pay any sum by the due date.

7.2.3 Any Goods are seized by any other creditor of the Customer or any other creditor indicates that it intends to seize Goods.

7.2.4 Any Goods in the possession of the Customer are materially damaged while any sum due from the Customer to Mystiqa remains unpaid.

7.2.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distains against any of the Customer's assets.

7.2.6 A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.

## **8 . PAYMENT ALLOCATION**

8.1 Mystiqa may in its discretion allocate any payment received from the Customer towards any invoice that Carolina determines and may do so at the time of receipt or at any time afterwards and on default by the Customer may reallocate any payments previously received and allocated. In the absence of any payment allocation by, payment shall be deemed to be allocated in such manner as preserves the maximum value of Mystiqa's purchase money security interest in the Goods.

## **9. DISPUTES AND RETURN OF GOODS**

9.1 No claim relating the Goods will be considered unless made within seven (7) days of delivery of the Goods.

9.2 Any Goods, accepted for return, must be returned in the same condition they were purchased within seven (7) days of purchase. Return freight cost is the customer's responsibility. No Goods will be accepted for return without prior approval of Mystiqa.

## **10. LIABILITY**

10.1 The Consumer Guarantees Act 1993, The Commerce Act 1988, The Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Mystiqa which cannot by law (or which can only to a limited extent by law) be excluded or modified.

10.2 Except as otherwise provided by Clause 10.1 Mystiqa shall not be liable for:

10.2.1 Any loss or damage of any kind whatsoever including consequential loss whether suffered or incurred by the customer or another person and whether in contract, or otherwise and whether such loss or damage arises directly or indirectly from goods provided by Mystiqa to the customer; and

10.2.2 Mystiqa will not be liable in any way for any direct or consequential loss arising from late delivery or failure to provide goods promptly.

## **11. CONSUMER GUARANTEES ACT**

11.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the customer acquires goods from Mystiqa for the purposes of a business in terms of Section 2 and 43 of that Act.

## **12. CANCELLATION**

12.1 Mystiqa shall without any liability and without any prejudice to any other right it has in law or equity have the right by notice to suspend or cancel in whole or in part any contract for the supply of Goods to the Customer if the Customer fails to pay any money owing after the due date or the Customer commits an act of bankruptcy as defined in Section 19 of the Insolvency Act 1967.

12.2 Any cancellation or suspension of this agreement shall not affect a claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of this contract or the Customer's obligations to under this contract.

## **13. OVERDUE ACCOUNTS**

13.1 Any debt collection charges are to be recouped from Customer at Customer's expense.