

**Acceptance**

1. Any instructions received by CalGel NZ Ltd (hereafter referred to as "CalGel") from the Customer for the supply of products and services shall constitute acceptance of these terms and conditions.
2. CalGel will confirm all orders in writing, and only when all details are agreed will the order become a contract to supply.
3. CalGel confirmation will include advice on lead-time should any product ordered be temporarily out of stock.

**Payment**

4. Payment for products and services is required before such can be dispatched or performed.
5. Receipt of a cheque shall not constitute payment until it has cleared.
6. CalGel reserves the right to require payment of a deposit before importing non-carried stock.

**Delivery**

7. CalGel will use its best endeavours to deliver on time but shall have no liability whatsoever if unable for any reason to do so.
8. Standard delivery method is by tracked courier requiring signature on receipt.
9. Delivery charges are in addition to listed product prices, unless specified otherwise.
10. In lieu of a carters note, any person collecting products will be required to sign a copy of the packing slip as evidence of receipt, in good condition, by the Customer.
11. Claims for damaged goods must be advised within seven (7) days of receipt of goods, otherwise it cannot be assumed goods were delivered in that condition. This timeframe does not apply to manufacturing defects. In all instances of damage or defect, CalGel will require the remaining product be returned to identify and investigate the problem.

**Risk and Title**

12. Under normal circumstances, risk and title passes to the Customer with possession.
13. CalGel has chosen its preferred carriers and packaging methods carefully. If the Customer specifies a different packaging standard or carrier, then possession is deemed to pass to the Customer upon collection by the carrier, and transit risk also passes to the Customer.

**Copyright and Intellectual Property**

26. CalGel is a leading international nail care system, with a strong reputation. The Customer is encouraged to use CalGel brands and logos in their marketing and promotional material.

**Extent of Liability**

28. CalGel products are to be applied only by CalGel trained and certified technicians.
29. All warranties, conditions, or guarantees implied by law are minimised or excluded to the extent permitted by the relevant statute.
30. The maximum liability of CalGel to the Customer for direct or consequential loss or damage due to defective product shall be the value that CalGel has invoiced to the Customer for that defective product.
31. CalGel shall not be held liable for any direct or consequential loss or damage that results from improper use, unintended application, use in conjunction with non-CalGel product, or use by untrained personnel.
32. The Customer shall indemnify CalGel from any third party claims for direct or consequential loss or damage caused by or involving CalGel supplied product.

**Miscellaneous**

33. Delay by CalGel to enforce any of these terms and conditions shall not be deemed to be a waiver of any of these terms and conditions or rights, nor shall it be deemed a waiver of Cal Gel's right to enforce should matters remain unsettled.
34. If any provision of this document shall be invalid, void, illegal, or unenforceable, then the validity, existence, legality, and enforceability of the remaining provisions shall not be affected, prejudiced, or impaired. In such cases the Customer shall allow CalGel to amend such provision so that it becomes valid, legal, and enforceable.
35. These conditions shall be governed by and construed in accordance with the laws of New Zealand. Should any dispute require litigation the Customer agrees that only New Zealand courts will have jurisdiction.
36. These terms and conditions of supply shall apply to all Products and Services supplied to the Customer and shall take precedence over any terms that may be offered by the Customer. These terms and conditions may only be varied by the express written agreement of CalGel.