




 Little Stem Microgreens	Little Stem Microgreens Ltd.			
		hello@littlestemmicrogreens.co.nz		
		021 138 4860 - Lukas (Owner)		
		021 088 54728 - Natalie (Accounts)		
		littlestemmicrogreens		
	littlestemmicrogreens.co.nz			
CLIENT DETAILS				
Legal Entity Name:				
Trading Name:				
Company Owners Name:				
NZBZ / Company Number:				
Billing Address :				
Accounts Persons Name:				
Accounts Persons Phone:				
Email For Invoicing:				
Head Chef Name:				
Head Chef Email:				
Delivery Address :				
PAYMENTS INSTRUCTIONS				
Company name: Little Stem Microgreens Ltd.				
Bank Account Name: Little Stem Microgreens Ltd.				
Bank Account Number: 38-9027-0649185-00				
Reference: INVOICE NUMBER *				
* Please include invoice numbers with all payments or email remittance advice when making payment. Payments received without references will be allocated at our discretion, usually against the oldest outstanding invoices.				
DIRECT DEBIT APPLICATION				
https://pay.gocardless.com/BRT0003V885HWMR				
Note: Invoices are issued weekly. Payment is due on the 14th of the month following the invoice date.T&C applies - please read and sign below.				
Please complete and return to: Little Stem Microgreens Ltd., hello@littlestemmicrogreens.co.nz				

TERMS & CONDITIONS OF TRADE

These Terms & Conditions apply to all goods supplied by the Supplier Little Stem Microgreens Ltd. unless otherwise agreed in writing. By placing an order with the Supplier, the Customer agrees to these Terms & Conditions.

1. ORDERS

1.1 Orders may be placed verbally, electronically, by text message, email, app, or phone. We use WhatsApp - please confirm the order via WhatsApp. 021 04 08 048 (Please use this number only for goods ordering related conversations).

1.2 The Supplier may accept or decline any order at its discretion.

1.3 Orders cannot be cancelled once produce has been packed, prepared, or dispatched.

1.4 Due to seasonal availability, the Supplier may substitute comparable products where necessary unless expressly prohibited by the Customer at the time of ordering.

2. PRICING

2.1 Prices are subject to change without notice due to seasonal and market fluctuations.

2.2 Unless otherwise stated, all prices are exclusive of GST.

2.3 The Customer must pay all applicable GST.

3. PAYMENT TERMS

3.1 Each invoice must be paid by the due date stated on the individual invoice and no later than the 20th day of the month following the invoice date unless otherwise agreed in writing.

3.2 If payment is not received by the due date:

interest may be charged at 2% per month calculated daily on overdue amounts;
the Customer must reimburse all debt recovery, collection, legal, and enforcement costs incurred by the Supplier;
the Supplier may suspend further deliveries and place the Customer account on hold;
all outstanding amounts become immediately due and payable.

3.3 The Customer may not withhold payment due to any dispute unless required by law.

3.4 Payment References and Remittance Advice: The Customer must provide sufficient information to identify the invoice(s) being paid, including invoice number(s) or remittance advice. Where payment is received without adequate reference information, the Supplier may allocate the payment against any outstanding invoice(s) at its sole discretion, including the oldest outstanding invoices first. The Supplier shall not be liable for any accounting or reconciliation discrepancies arising from insufficient payment information provided by the Customer.

4. DELIVERY

4.1 Delivery times are estimates only.

4.2 The Supplier is not liable for delays caused by weather events, transport disruption, shortages, labour issues, mechanical breakdowns, or events beyond reasonable control.

4.3 Delivery is deemed complete when goods are delivered to the Customer's nominated premises or left in accordance with delivery instructions.

4.4 Risk in the goods passes to the Customer upon delivery.

5. QUALITY CLAIMS & RETURNS

5.1 The Customer must inspect goods immediately upon delivery.

5.2 Claims relating to shortages, visible defects, incorrect goods, or quality issues must be made within 4 hours of delivery for perishable goods.

5.3 No claims will be accepted once goods have been used, altered, processed, consumed, or improperly stored.

5.4 The Supplier may require photographs or return of goods before issuing any credit.

5.5 The Supplier's liability is limited to replacement of goods or credit of the affected invoice value.

6. RETENTION OF TITLE

6.1 Ownership of all goods remains with the Supplier until all monies owing are paid in full.

6.2 Until payment is made in full, the Customer holds the goods as bailee for the Supplier.

6.3 The Supplier may repossess unpaid goods and enter premises where goods are stored for recovery purposes.

7. PPSA SECURITY INTEREST

7.1 The Customer grants the Supplier a security interest in all goods supplied and their proceeds under the Personal Property Securities Act 1999.

7.2 The Customer agrees to do all things necessary to perfect and maintain the Supplier's security interest.

7.3 The Customer waives the right to receive verification statements under the PPSA.

8. DEFAULT

8.1 The Customer is in default if:

payment is overdue; insolvency occurs; a receiver or liquidator is appointed; the Supplier reasonably believes the Customer may be unable to pay its debts.

8.2 Upon default, the Supplier may:

suspend supply; repossess goods; cancel supply arrangements; require immediate payment of all outstanding amounts.

9. LIMITATION OF LIABILITY

9.1 To the maximum extent permitted by law, the Supplier is not liable for indirect loss, consequential loss, loss of profits, or spoilage occurring after delivery.

9.2 The Supplier's maximum liability is limited to the invoice value of the goods supplied.

10. FORCE MAJEURE

10.1 The Supplier is not liable for delays or failures caused by crop failures, weather events, pandemics, natural disasters, strikes, transport disruptions, or events beyond reasonable control.

11. CONSUMER GUARANTEES ACT

11.1 Where goods are acquired for business purposes, the parties agree that the Consumer Guarantees Act 1993 does not apply to the extent permitted by New Zealand law.

12. GOVERNING LAW

12.1 These Terms & Conditions are governed by the laws of New Zealand.

ACCEPTANCE

Customer Name: _____

Authorised Signatory: _____

Position: _____

Signature: _____

Date: _____