

Customer Name: _____ First Order: _____

Customer Number if Known: _____ Y N

Email: _____ Delivery/Pickup _____

Address: _____



Payment Method: _____

Delicate Food for Delicate Diets - GPO
Box 1041, Melbourne VIC 3001.
ABN:60 350 403 065
Info@delicates.com

EFT - Paypal - Cash Please see Terms and Conditions on the back for more info.

Loyalty Points can be collected and used on your next sale or save them up for member offers

Item Number	Name	Description	Weight	Price	Loyalty Points	Order QTY	Subtotal
DF0001	Fluffy French Foccacia	Mix that makes two big Foccacia's (GST inc)	500g	7.70	2.3		
DF0002	Fab Five Flours	Blended flours for general baking Contains Organic Soya Non GM (GST inc)	1kg	5.35	1.6		
DF0003	Rice Flour	Good for all types of Sauces Baking and Dusting	1kg	3.41	1.0		
DF0004	Tapioca Flour	From Sago - Binding Starch	1kg	3.41	1.0		
DF0005	Buckwheat Flour	Australian Made Organic	1kg	7.32	2.2		
DF0006	Millet Flour	Australian Made Organic	1kg	5.09	1.5		
DF0007	Sorghum Flour	Australian Made	1kg	6.28	1.9		
DF0008	Besan Flour	Australian Made	1kg	5.03	1.5		
DF0009	Gramfava Flour	Australian Made	1kg	6.28	1.9		
DF0010	Soya Flour	Australian Made Organic	1kg	4.04	1.2		
DF0011	Maize Flour	From Corn, Australian Made Organic	1kg	4.00	1.2		
DF0012	Mountainous Muffin Mix	Hot Muffins mmmmm Makes 6 Texas or 12 Normal (GST inc)	320g	4.71	1.4		
DF0013	Oui Oompf Overall	Xantham Gum - Jar. Acts like Gluten when baking	100g	3.65	1.1		
DF0014	Fast Facile Flour	Blended Flours Containing Sorghum, Millet & Gram for extra Protein (GST inc)	1kg	5.64	1.7		
DF0015	Fast Facile Flour (with Soya)	Blended Flours Containing Soy, Sorghum, Millet & Gram for extra Protein (GST inc)	1kg	6.03	1.8		
DF0016	Thermomix Gluten Free W/S	Workshop covering Gluten Free Cooking Basics - Caulfield @ 7PM email info@delicates.com for an invitation	24/07/07	20.00	N/A		
TM0001	Thermomix Doital Bread Mix	Mix used to make Bread rolls & Foccacia	500g	6.50	2.0		

Total _____

Additional Requests or Customer Information:

Delivery Code

- AUS** Australia Post
- PIK** Pick Up
- OTH** Other - Please use Additional Request

TERMS AND CONDITIONS

1. DEFINITIONS

"**Delicates**" means Delicates-Delicate food for delicate diets selling products to the Customer as identified in Delicates's Quotation or Invoice.

"**Customer**" means the person or legal entity identified in Delicates's Quotation or Invoice.

"**Contract**" means a contract for sale by Delicates to the Customer of the products and/or services incorporating the Terms and Conditions.

2. FORMATION OF CONTRACT

2.1 No Contract shall come into existence until the Customer's order has been accepted by Delicates and such acceptance has been received by the customer. The contract shall be deemed to be concluded at the time and place where such acceptance is received by the Customer.

2.2 The products sold and/or services rendered are subject to the Terms and Conditions to the exclusion of any other terms and conditions stipulated or referred to by Customer. The Customer acknowledges that it is aware of the contents of and agrees to be bound by the Terms and Conditions.

2.3 These Terms and Conditions are subject to the laws of Australia including without limitation the Trade Practices Act 1974 (the Act).

3. ORDERS, PRICE AND PAYMENT

3.1 Unless credit terms have been expressly agreed by Delicates, payment for the products or services shall be made in full before physical delivery of products or services.

3.2 Customer shall pay for all shipping and handling charges.

3.3 Customer shall bear all country, provincial, government, state and local sales, use, goods and services, value added, excise, privilege and similar levies/taxes.

3.4 If credit terms have been agreed the time for payment is of the essence. Delicates reserves the right to charge interest at the rate of 2% above the base commercial floating rate for National Australia Bank in Sydney, if deemed necessary.

4. TITLE AND RISK

Title to and risk in the products shall pass to the Customer upon delivery of the products to Customer, or when a customer has paid for the product in full as per credit terms negotiated and approved by the sales or acting sales manager.

5. DELIVERY

5.1 Delicates shall deliver the products to the place of delivery designated by Customer and agreed to by Delicates ("Place of Delivery").

5.2 Any dates quoted by Delicates for the delivery of the products are approximate only and shall not form part of the Contract. Delicates shall not be liable for any delay in delivery of the products and/or services, howsoever caused.

5.3 Delicates may revise and/or discontinue Products at any time without notice. The Customer accepts that this may result in differences between the specification of Products ordered and what's in stock if this is the case, Delicates will endeavor to inform the customer of their choices, in alternate stock or credit to be used for future orders.

6. ACCEPTANCE OF PRODUCTS

6.1 Unless the Customer notifies Delicates to the contrary on the day of delivery and such notification is confirmed in writing within two days (email or fax), the Products shall be deemed to have been accepted by the Customer as being in good condition and in accordance with the Contract. The Customer shall not be entitled to withhold payment of all or any of the price of the Products whilst any claim is being investigated by Delicates.

6.2 Any Delicates-branded Products purchased under these Terms and Conditions directly from Delicates by an end-user Customer (not retail or reseller) may be returned by Customer up to **SEVEN (7)** days from the date of the invoice for a replacement, refund or credit of the purchase price. The refund or credit will not include any shipping and handling charges forming part of the purchase price. Returned Products must be received by Delicates in as-new or as-shipped-by-Delicates condition, including conformance to invoiced specification, and all other items included with a Product must be returned with it.

7. LIABILITY

7.1 Delicates shall not be liable in contract or in tort for any loss or damage suffered and consumers rights are limited to those set out in these Terms and Conditions and under statute.

7.2 To the extent permitted by law and subject to clause 10.7, Delicates' total liability herein in respect of each event or series of connected events shall not exceed the total price paid for the purchase of products and/or services under these Terms and Conditions.

7.3 The Customer shall indemnify Delicates and keep Delicates fully and effectively indemnified against any loss of or damage to any property or injury to or death of any persons caused by any negligent act or omission or wilful misconduct of the Customer, its employees, agents or sub-contractors or by any breach of its contractual obligations arising out of these Terms and Conditions.

7.4 To the extent permitted by law, Delicates and Customer agree that, Delicates shall not be liable to the Customer for any incidental, indirect, special or consequential damages arising out of or in connection with the purchase, use or performance of products or services, even if Delicates has been advised of their possibility.

7.5 Any service response times stated by Delicates in the service contracts are approximate only and Delicates shall not be liable for any direct or indirect loss or damage arising from its failure to meet such response times, howsoever occasioned.

7.6 To the extent permitted by law, any typographical, clerical or other error or omission in sales literature, quotation, price list, acceptance of offer, invoice or other documents or information issued by Delicates shall be subject to correction without any liability on the part of Delicates.

7.7 Under the Act, where implied conditions and warranties cannot be excluded, Delicates' liability for breach of such conditions and warranties (other than a condition or warranty implied by section 69 of the Act) shall be limited, at Delicates' option, to: replacement of the products or the supply of equivalent products; the repair of such products; the payment of the cost of replacing the products or of acquiring equivalent products; or the payment of the cost of having the products repaired; OR, in the case of services, the supplying of services again; or the payment of the cost of having services supplied again.

8. FORCE MAJEURE

Neither party shall be liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused by circumstances beyond the reasonable control of the party so delaying, and such party shall be entitled to a reasonable extension of time for the performance of such obligations.

9. EXPORT RESTRICTIONS

The Customer acknowledges that the Products licensed or sold hereunder, which may include, fresh, dry or whole foods are not only subject to the export control laws and regulations of Australia but may also be subject to the export control laws and regulations of the country in which the Products are received. The Customer agrees to abide by all applicable export control laws and regulations.

10. GOVERNING LAW

These Terms and Conditions shall be governed by and construed with the laws of Victoria and shall be subject to the non-exclusive jurisdiction of the courts of Victoria.

11. GENERAL

11.1 The Customer shall not assign or otherwise transfer any Contracts or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of Delicates. Any such unauthorized assignment shall be deemed null and void.

11.2 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provisions in question shall not be affected thereby.

11.3 Delicates reserves the right to remove certain products from the loyalty point's scheme, or change the rate of the points a product gains, as seen fit. The customer will be able to use loyalty points up to twelve (12) months from invoice.

PRIVACY POLICY

Privacy Policy

Dellicates is committed to protecting your personal information - whether you visit our website, or deal with us via mail, fax, or phone. We support the Australian National Privacy Principles that set clear standards for the collection, access, storage, and use of personal information we may obtain in providing you with an efficient shopping service.

We have outlined below our practices for ensuring the privacy of your information. By conducting business with Dellicates- Delicate food for delicate diets you agree to these practices.

Obtaining your information

To place an order with us you will need to register and provide Private Details. To do this you will only need to supply that information we will need to fulfill your order - your name, delivery/billing address, phone number, payment details, and email address. You may also elect for us to provide you with more information - like subscribing to our regular marketing information.

If your personal or company details change, you can update them by contacting accounts receivable or sales on info@dellicates.com.

Security of Information

All personal and payment information you provide is done via a secure 128 bit SSL encrypted connection - the industry standard for secure communications. .

Holding your information

To make shopping with us easy and efficient, we retain a copy of the products you order, and delivery details. This information also allows us to quickly deal with any queries you may have. All personal information you provide is held on our secure database server.

Using your information with others

To provide our service we may need to share some of your personal information with a third party (like with the shipping company that delivers your order). In all cases, we will only share information that is necessary.