

Terms and Conditions

1. What is the purpose of this contract?

1.1 This contract sets out the terms and conditions that apply when you (“you” and “your”) decide to purchase **products** from **Negociants New Zealand Ltd** (“we”, “us” and “our”).

2. What information about you can we collect?

2.1 You agree that we may obtain information about you to assess your credit worthiness, enforce any rights under this contract and market any of our **products** to any other entity.

2.2 You agree that we may give that information to any person for the above purposes, but you may withdraw your consent at any time. You may also access any information that we hold about you and ask us to correct any mistakes in it.

3. What are the products we are supplying?

3.1 In these terms “**products**” means and includes, without limitation, the following:

- all wine, beer, spirits and accessories supplied by us to you; and
- all products and services identified in any order form, supply request, email, quotation or in any invoice issued by us to you, which documents are deemed to be incorporated into and form part of our contract with you;

4. What is the price of the products?

4.1 The **price** of the **products** is as agreed between you and us.

4.2 If no **price** is agreed to in writing, the **products** will be treated as supplied at the current amount that we supply those **products** at the time we enter the contract with you.

5. What and when must you pay us?

5.1 You agree to pay us:

- unless otherwise arranged, in full on or before the 7th day following the date of the invoice (“the due date”);
- if you are an account holder on or before the 20th day of the month following the date of our invoice (“the due date”); and
- a deposit may be required; and
- a 1.9% plus GST surcharge for payments made by credit card;
- interest on any amount you owe after the due date at the rate of 2.5% per month or part month; and
- costs, including debt collection and legal costs, which we may incur as a consequence of having to enforce any of our rights contained in this contract.

6. Delivery arrangements and freight charges?

6.1 We are responsible for the **products** only until they are delivered to you.

6.2 When we agree to transport **products** to a specified location, we will deliver, or arrange delivery of the **products**, to that location. We will pay the freight charge for orders of three (3) cases or more. However orders of less than three (3) cases will incur a freight charge as advised in the trade price list from time to time (a case is defined as being a full unbroken case of water, beer, cider, casks, glasses or 12 assorted bottles of wine or spirits (9 litre equivalent)).

7. When can products be returned?

7.1 You will be deemed to have accepted the **products** and the price of the **products** unless you notify us within forty eight (48) hours of delivery.

7.2 No products will be accepted for return on the basis that they are non- conforming or defective **products** unless you have given us the opportunity to inspect the **products**. If the products are non-conforming or defective, you will be entitled to a credit for the purchase price of any such products. A freight and administration fee may apply if **products** are accepted for return.

8. What security rights do we have?

8.1 Until you have paid us in full for all the **products** we have supplied to you, we retain ownership of all the **products**.

8.2 Until you have paid us in full for all the **products** supplied, to you, then pursuant to the Personal Properties Security Act 1999 (“the Act”), we have a security interest in all **products** supplied by us to you.

8.3 If you default (as defined in the Act and including a failure to pay any sum due by the due date) or if we consider a default is likely to occur or the **products** are “at risk” (as defined in the Act), you give us an irrevocable authority and licence as your agent, to enter at any reasonable time, premises occupied by you or on which **products** we have supplied are situated and remove and repossess those **products** (“the repossession”).

8.4 We are not liable for any costs, damages, expenses or losses incurred by you or any third party nor liable in contract or in tort as a result of the repossession and you agree to indemnify us for any costs, damages, expenses or losses incurred as a consequence of the repossession.

8.5 It is also agreed that we are not obliged to comply with our obligations under sections 107 (2) (a) to (e) and 107 (g) to (i) of the Act and that you will not register a financing change statement without our prior written consent.

8.6 Further you agree to waive your entitlement to receive the notice of sale referred to in section 114 (1) (a) of the Act and that nothing in sections 133 and 134 shall apply.

8.7 Following the repossession, we are entitled to sell the repossessed **products** or retain the repossessed **products** and give credit for such reasonable amount as we shall determine.

9. What is the limitation on our liability?

9.1 The Consumer Guarantees Act 1993, the Sales of Goods Act 1908 and other statutes and regulations may imply warranties or conditions or impose obligations upon us which cannot by law cannot be excluded (“the statutory restrictions”).

9.2 Subject to the statutory restrictions, it is agreed by you that we are not liable to you for any loss or damage of any kind whatsoever, arising from the supply of **products** by us to you, including consequential loss, whether suffered or incurred by you or another person or entity and whether in contract or tort (including negligence) or otherwise.

10. Is there a personal guarantee?

10.1 If you are a company or a trust:

- the director of the company or the trustee of the trust signing this contract, in consideration for us agreeing to supply **products** and grant credit to you, also sign this contract in their personal capacity, and jointly and severally personally undertake as principal debtors, to pay everything that the company or trust owes us, and to indemnify us against non-payment;
- any personal liability of a company director or trustee will not exclude you from the liabilities and obligations contained in this contract.

11. What also are you agreeing to?

11.1 We are not liable for delay or failure to perform our obligations if the cause of the delay or failure is beyond our control.

11.2 If we fail to enforce any of the terms and conditions contained in this contract, it shall not be deemed to be a waiver of any of the rights or obligations we have under this contract.