

TERMS & CONDITIONS

In this agreement we refer to you, the purchaser as "you" or "your" and Independent Brands Limited Trading as Cleanskin Wines New Zealand "us", "we" or "our"

1 GENERAL

- 1.1 This agreement applies to all purchases of Cleanskin Products by you from the Cleanskin Wines website, and replaces all previous agreements between you and us.
- 1.2 We may change the terms of this agreement from time to time using the process set out in clause 17.
- 1.3 This agreement is important. You should ensure that you have read it thoroughly prior to purchasing any products on our website.

2 DEFINITIONS

- 2.1 In this agreement unless the context otherwise requires:

"**agreement**" means this agreement and includes any other terms incorporated into it by reference;

"**information**" means all information supplied by you to us via the website or otherwise and includes, for example, your name, contact details, credit card details and your payment and transactions history;

"**GST**" means goods and services tax;

"**late payment interest rate**" means 1.5%;

"**products**" means all products available for purchase on our website; Fax/Mail or by Order Form

"**website**" means our website, accessible via the www.cleanskinwines.co.nz domain name.

3 PURCHASE TERMS

- 3.1 When purchasing products on the website or by order form you confirm and acknowledge that

(a) you are legally entitled to purchase alcohol (if products you purchase include alcohol) and that you can produce sufficient evidence (e.g. **NZ Driver's Licence or Passport or R18+ Card**) of that entitlement on request prior to or upon delivery of the products; It's illegal for us to sell alcohol to anyone under the age of 18. It's also illegal for you to buy alcohol if you're under the age of 18, even if you're buying as a gift for someone else. It is also illegal for you to falsely declare your age if you are under the age of 18 in order to buy alcohol from us. In accordance with the Sale and Supply of Alcohol Act 2012 this is an offence liable on conviction to a fine of up to \$2,000. It's pretty simple - if you're under the age of 18 you're not allowed to shop with us. Only persons over the age of 18 are able to sign and receive orders from us. This is in accordance with the Sale and Supply of Alcohol Act 2012 and Our Courier's own Alcohol delivery policy

(b) all information supplied by you to us is true and correct at the time you make any purchase on the website, or by any other form, by submitting an order with us and agreeing to the Terms & Conditions you're confirming that you're over the age of 18 and legally allowed to buy alcohol in New Zealand.

Independent Brands Limited trades under Liquor License number **003/OFF/016/2015 Expiry Date 4th April 2018 trading as Cleanskinwines.co.nz New Zealand.**

(c) All sales will only be deemed to be fully excepted after approval from the Licencee, and will be refunded if acceptance is not granted (such acceptance would naturally occur in Licenced hours);

(d) notwithstanding the above, we may refuse to accept your order at our sole discretion;

(e) we may disclose your information to your bank or credit card company and for the purposes of any debt recovery proceedings we may issue against you;

4 PRICE

- 4.1 Product prices quoted on our website are inclusive of GST. You must pay us the full price quoted.
- 4.2 We reserve the right to vary prices without notice.

TRANSIT COST

- 4.3 Product prices are quoted exclusive of transit costs. Any Courier or handling charges in relation to your order will be notified to you at the time you place your order and be added to the price.

MISTAKES IN PRICE ARISING FROM COMPUTER ERROR

- 4.4 In the event that computer error results in a material misstatement of the price of your order we may, prior to your receipt of the order or at any time thereafter, require that you pay us the difference between the amount actually paid by you in respect of your order and the correct amount payable.
- 4.5 In the event that we become aware of any misstatement prior to delivery, we will make reasonable endeavors to contact you and advise you accordingly. You may elect to cancel your order to the extent of the misstatement.

5 PRODUCT AVAILABILITY

- 5.1 All products are sold subject to their availability. Promotional items may be limited as to quantity. We shall not be responsible for our inability to supply products to you where they are not presently available or where our stock of the relevant product(s) has been exhausted.
- 5.2 In the event that we are unable to supply products in the quantities specified in your purchase order you may elect to cancel or vary your order by agreement with us.

6 DELIVERY & TRANSIT

- 6.1 All deliveries within New Zealand are by courier and direct to your door (except in some rural situations). Once you've placed your order and payment has been accepted we will process your order quickly as possible. We will use our best endeavors to dispatch orders no later than two business days after the day your order is received by us and you have received confirmation of your order from us via email or equivalent.

(a) Deliveries are made during standard working days, that's Monday to Friday,

(b) We use Fastway Couriers to deliver your wine. Fastway Courier's own Alcohol delivery policy

- 6.2 In the event that we fail to deliver any products, you may elect to cancel your order in respect only of the products not delivered unless we have contacted you and you have agreed to delivery at a later date.

- 6.3 Where we fail to deliver or delay delivery of your order or part of your order or where any loss is incurred by you in relation to such delivery and is within our control, our liability shall be restricted to payment of the cost of replacing the order or part of the order, as we may determine (in our sole discretion).

- 6.4 Advice regarding order shortages or damage in transit must be given to our customer service team no later than three days after receipt of products.

- 6.5 Delivery is complete when the products reach the address you have specified for delivery.

(a) **Insurance Please Note:** All of the goods we send are insured up to the point of delivery. We're not covered for any goods that are damaged or stolen after being delivered.

(b) When placing your order you can leave instructions for the driver to leave the wine in a safe place (for example by the back door, with the neighbours or in the garden shed) - just use the "*Delivery Instructions*" box at the checkout. Please remember though that we're not insured if the wine goes missing after you have given authority to leave.

- 6.6 Nothing in these terms entitles you to return the products as being surplus to your needs, or for any other reason other than set out herein.

WHAT'S THE MINIMUM ORDER FOR DELIVERY

Delivery on all orders are on multiples of 12 bottles of one type or any combination per order and receive the ultimate convenience of to-your-door delivery

WHAT DOES IT COST FOR DELIVERY

Our rates are below. If you are in a (Rural Delivery area) there's an extra \$3 fee, please allow a couple of extra days. If you want an update on where your order is, just get in touch on 0800 80 42 42 and we'll Track & Trace it for you.

You'll need to allow an extra day or two for Rural Delivery areas.

RATES BELOW EXCLUDE GST

Kaitaia to Orewa	\$4.78 per case
Auckland to Bombay Hills	\$6.96 per case
Bombay Hills to Wellington	\$10.00 per case
South Island	\$16.96 per case

7 PAYMENT TERMS

CHARGES & INVOICING

- 7.1 You must pay us in full and in cash or by credit card (as applicable) at the time that you submit your order unless we have agreed to give you credit.
- 7.2 If you pay by credit card you agree to indemnify us against any default by your credit card company to make payment to us in full.
- 7.3 If we agree to give you credit, you are required to pay us in full no later than the 19 days following the date of your order ("due date"), provided that if in our sole opinion an unsatisfactory feature develops in our trading relationship with you, we reserve the right to cancel the credit period and require that you pay us immediately.

REMEDIES FOR NON-PAYMENT

- 7.4 We will charge you interest at the rate of 1.5% per month if your account is unpaid after the due date. Interest will accrue on a daily basis and will continue to be payable even if we obtain a court judgement.
- 7.5 We reserve the right to recover any products for which you have not paid by the due date. You agree that we shall not be responsible for any loss or damage arising as a result of recovery and resale of the products save where such loss or damage arises from our negligence including that of our employees and contractors.
- 7.6 All costs associated with collection of any unpaid amounts will be charged to you in the event that your account remains unpaid.

8 WARRANTIES

- 8.1 We represent and warrant to you that:
- (a) We have the right to sell the products to you;
 - (b) The products are not be subject to any undisclosed security or charge;
 - (c) You have the right to undisturbed possession of the products.
- 8.2 We represent and warrant to you that the products:
- (a) Are of acceptable quality having regard to their nature, the price, representations made by us and any statements made on packaging or labels;
 - (b) Are reasonably fit for the purpose that we represent;
 - (c) Supplied by description correspond with their description.

9 CANCELLATION, RETURN AND REPLACEMENT

- 9.1 Subject to clause 8 of this agreement:
- (a) After we have accepted your order for the products, you may not cancel the order without our consent;
 - (b) We will not consent to cancellation if we have processed documentation in fulfilment of your order;
 - (c) Returns for credit will be given at our discretion. The cost of return is your responsibility;
 - (d) In the event that we consent to cancellation, we may require you to pay a minimum handling charge of \$4.00 exclusive of GST per case or part thereof or a maximum of 15% of the total value of your order.

10 USE OF YOUR INFORMATION

- 10 During the term of this agreement your use of the website will generate certain information that will be recorded electronically by us. Information of this type may include, for example, your IP address, your usage statistics, etc. We will also record your contact details, credit information and any related personal details that you supply or that we obtain independently.
- 10 You acknowledge that we, our employees, carriers, contractors and agents may use or disclose any of the information identified in the previous paragraph for purposes connected with the supply of the services to you. Examples of purposes connected with supply include, for example:
- (a) administration of your account with Nola's or on the website;
 - (b) carrying out credit checks;
 - (c) keeping you up to date with new offers/changes at cleanskinwines;
 - (d) sharing with contractors to enable you to use or facilitate your use of the website.
- 10 You may at any time make a written request to see any personal information that we hold or to ask us to correct any mistakes in that information.

11 CONSENT TO RECEIPT OF ELECTRONIC MESSAGES

- 11 You agree by registering on this website that you expressly consent to your inclusion in our direct marketing database and accept that you may, as a result, receive regular electronic communications and promotional communications from us. You have the right to ask us at any time to stop sending online communications and promotional offers to you.

12 INTELLECTUAL PROPERTY RIGHTS

- 12 We own, control or have the right to use and provide the website and all content on the website, including text, images, articles, photographs, illustrations, audio and video clips. You may electronically reproduce and store the content of the website solely for the purposes of viewing, using the services or saving website content, for your own personal use. You may not display or distribute the content of any part of the website or its content in public, including any reproduction in any form on the Internet, without our express permission.
- 12 Any infringement of our intellectual property rights will be fully enforced under New Zealand law.

13 GENERAL TERMS

NO WAIVER

- 13 No delay, neglect or forbearance in taking enforcement action in relation to any provision of these terms will be a waiver, or in any way prejudice any right, of that party.

SEVERABILITY

- 13 If any part of these terms is held to be invalid, illegal or unenforceable, that part will be severed and the remainder of the terms will remain in full force and have full effect.

PRIVITY

- 13 Third parties may take the benefits of rights expressed to be for their benefit in accordance with the Contracts (Privacy) Act 1982.

14 JURISDICTION

- 14 The website is provided for use by New Zealand residents. We make no representations that the website complies with the laws of any country outside of New Zealand. If you access the website from outside New Zealand, you do so at your own risk and you are responsible for complying with the laws in the place where you use the website when purchasing products online.
- 14 This agreement is governed by New Zealand law and any legal action against us must be taken in a Court in New Zealand.

15 ASSIGNMENT

- 15 You may not assign any rights under this agreement except with our prior written consent.
- 15 We may assign our rights under this agreement without seeking your prior consent.

16 NOTICES

- 16 We will send all invoices and notices required under this agreement to the address (postal, fax or email) that you have nominated as your preferred method of contact. It is your responsibility to ensure that you keep us informed of any changes to your contact details.
- 16 You will be deemed to have received a notice:
- (a) sent by email or fax, at the time that we send it;
 - (b) sent by post, four days after we send it.

17 AMENDMENTS

- 17 We may change the terms of this agreement by sending you notice ("amendment notice") to that effect by your preferred contact method and supplying you with the amended agreement.
- 17 The agreement, as modified, will take effect from the date stated on the amendment notice but no later than 30 days following the date that we send the amendment notice.