

**TERMS OF TRADE:**

Prices quoted are excluding GST unless otherwise stated and all goods sold are subject to GST.

The Terms will apply to each supply of goods by the Company (Jouaultrade Ltd, trading as Sante Wines) to the Customer and, where applicable, the provision of any incidental services. The Contract and these Terms are governed by the law of New Zealand.

**Payment Terms**

Our accounts are due for payment on the 20th of the month following unless prior arrangements have been made with us in writing. Interest will be charged on overdue accounts at the rate of 2% per month. The charging of such interest will be at our discretion. All costs (including without limitation debt collection and legal costs) incurred by us will be fully recoverable from you.

**Delivery**

The Company shall deliver the goods to the Customer’s premises (the aforementioned “Delivery Address”) unless the Customer has instructed otherwise in writing. While every effort will be made to ensure that delivery of goods is on time, the Company will not be in any way responsible for any damages or consequential loss (direct or indirect) arising from any delay in delivery. If the Customer fails to take delivery, the goods are deemed to have been delivered when the Company was willing to deliver them and the Customer shall pay the Company an amount equal to any extra cost the Company incurs for either transport or storage or both.

**Risk and Insurance**

· The Customer shall inspect the goods on delivery and shall within two days of delivery notify the Company in writing of any alleged defect, shortage in quantity, damage or failure to comply with description or sample. The Customer shall afford the Company an opportunity to inspect the goods within a reasonable time following notice and before any use is made of them. If the Customer shall fail to comply with these provisions the goods shall be conclusively presumed to be free from any defect or damage which would be apparent on a reasonable examination of the goods and the Customer shall be deemed to have accepted the goods

· The Company shall not be responsible for any damage whatsoever caused in the event that the goods are in any way adapted or used in a manner not intended by or made known to the Company

The goods remain at the risk of the Company until delivery to the Customer. If any of the goods are damaged or destroyed prior to property in them passing to the Customer, the Company is entitled, without prejudice to any of its other rights or remedies under the Contract (including the right to receive payment of the Price), to receive all insurance proceeds payable for the goods. This applies whether or not the Price has become payable under the Contract. The production of the contract (including these Terms) by the Company is sufficient evidence of the Company’s right to receive the insurance proceeds without the need for any person dealing with the Company to make further enquiries.

**Reservation of Title**

· The Company shall retain ownership of the goods until full payment is received and the Customer acknowledges this by signature of these Terms of Trade

· Until property in goods passes to the Customer, the Customer holds the goods as the Company’s bailee and, as agent for the Customer, the Company (and its employees and agents) may, without prior notice, enter upon any land or premises where the Company believes the goods are kept in order to inspect the goods. The Customer must store the goods so they can be identified separately from the Customer’s own goods. The Company authorises the Customer, in the ordinary course of the Customer’s business, to use the goods or resell them for full consideration.

· This authority is revoked immediately if:

- An Event of Default occurs; or
- The Company notifies the Customer in writing that this authority is revoked

**PPSR**

The Customer agrees that Jouaultrade Ltd shall be entitled to register and maintain a General Security Agreement (“GSA”) over all present and future acquired personal property of the Customer and/or a Purchase Money Security Interest (“PMSI”) until the terms of engagement between the parties have been terminated and there are no amounts owed to Jouaultrade Ltd by the Customer. The Customer will not change name without first notifying the Company of the new name not less than 7 days before the change takes effect. The Customer waives its right to receive a copy of any Verification Statement under Section 148 of the Personal Property & Securities Act 1999 (“the Act”) in respect of any Financing Statement or Financing Change Statement registered by, or on behalf of, Jouaultrade Ltd as a Secured Party (“the Secured Party”) in relation to any Security Interest created by this Agreement and agrees, to the extent permitted by law, that as between the Customer and the Secured Parties:

Sections 114(1)(a), 120, 122, 133 and 134 of the Act will not apply;

To the extent that Part 9 of the Act applies, without limiting anything under this clause, the Customer hereby waives its rights under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the Act.

The Customer will have none of the rights referred to in paragraphs (a), (c) to (e) and (h) and (i), all inclusive, of section 107(2) of the Act; and

Where a Secured Party has rights in addition to, or existing separately from, those in Part 9 of the Act, those rights will continue to apply.

**Limits on Liabilities**

· The Company shall be under no liability to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Company of these terms and conditions of trade. Any claim against the Company shall be limited to the invoice value of the goods

· The Company shall not be responsible for any damage whatsoever caused in the event that the goods are in any way adapted or used in a manner not intended by or made known to the Company

**Personal Guarantee**

In consideration for the Company agreeing to supply stock on trade for the above-named entities we require a personal guarantee from the [Director/Trustee/Officer] (“The Guarantor”).

The Guarantor,

- Unconditionally and irrevocably guarantees payment of any amount due to Jouaultrade Ltd under this agreement.
- Unconditionally and irrevocably guarantees the due and punctual performance by the customer of its other obligations under this agreement.
- Agrees to all terms of this agreement, including those attached in the appendix
- Agrees that as between Jouaultrade Ltd and the Guarantor(s), the Guarantor(s) may for all purposes be treated as the customer and Jouaultrade Ltd shall be under no obligation to take proceedings against the Customer before taking proceedings against the Guarantor(s).
- Should there be more than one Guarantor their liability under this Guarantee shall be joint and several.
- The guarantors’ obligations under this agreement will not terminate until Jouaultrade Ltd signs an unconditional discharge of the Guarantors obligations under this agreement.
- If the Guarantor is a company, trust, partnership or society, any person signing on behalf of the Guarantor personally warrants that he or she has the authority to bind the Guarantor to this Agreement in the manner in which this Agreement is signed.

**Privacy**

· The Customer authorizes the Company to collect, retain and use personal information about the Customer (including the information collected in this document) for the following purposes only:

- Assessing the Customer’s creditworthiness
- Disclosing to a third-party details of this application and any subsequent dealing it may have with the Company for the purpose of recovering amounts payable by the Customer and providing credit references
- Credit checks

By signing this credit account application, you are acknowledging you have read and accepted our terms of trade above and that these may be updated from time to time on [www.santewines.co.nz](http://www.santewines.co.nz) (Please advise us in writing whether you have been unable to access these terms of trade and we will make alternative arrangements to provide you with a copy).

Name of Guarantor:..... Signature:.....

Position:..... Date:.....