



BeeNZ

HONEY of NEW ZEALAND

Terms and Conditions of Supply of BeeNZ Ltd

1. Application of these Terms and Conditions.

These terms and conditions ("Conditions") apply to all supplies made by the Supplier to the Purchaser. Where the Purchase order purports to be made on or subject to terms and conditions other than these Conditions, the Purchaser agrees that such other terms and conditions are disregarded and form no part of the Contract unless the Supplier agrees otherwise in writing.

2. Quotations and Purchase Orders

Any quotations made by the Supplier is not an offer to sell and no Purchase Order given in pursuance of any quotation will bind the Supplier unless and until such Purchase Order is accepted by the Supplier in its absolute discretion. All quotations are subject to withdrawal or variance by the Supplier at any time prior to acceptance of a Purchase Order.

3. Terms of Payment

If credit is satisfactorily established, terms are strictly net 30 days from the end of the month during which the invoice was issued, unless otherwise agreed to by the Supplier in writing.

If payments are not made within the above terms the Supplier is entitled to calculate and charge interest at a rate of 5% per annum calculated daily.

4. Default

If the Purchaser defaults in payment, or an application is made to a court to wind up the Purchaser, or a receiver or administrator is appointed to manage the affairs of the Purchaser, or the Purchaser makes or proposes to make any arrangement with its creditors, then the Supplier may, without prejudice to any other remedy that may be available to the Supplier, at its option withhold further deliveries or terminate the Contract and may recover from the Purchaser, at a minimum, reasonable compensation for materials purchased and ordered and labour expended in complying with the Purchase Order.

5. Delivery and Risk

While the Supplier will use all reasonable endeavors to deliver by the date specified in the purchase Order, it does not guarantee delivery on that date and is not liable for any loss resulting from late or early delivery. Delivery of the goods shall be effected when the Goods are unloaded from the delivery vehicle or placed on the purchaser's or the Purchaser's agent's nominated carrier. If no date for the delivery has been specified, then the Goods shall be supplied to the Purchaser and the Purchaser shall receive the Goods as soon as practicable after the Purchase Order has been accepted by the Supplier and the goods have been manufactured.

Risk in the Goods passes to the Purchaser at the time of delivery. Delivery to the Purchaser is deemed to occur at the time of delivery to the Purchaser, its agent or carrier.

6. Passing of Property

The Purchaser agrees that property in the Goods is retained by the Supplier until payment by the Purchaser of all sums owing to the Supplier, whether under the contract or otherwise. The Purchaser must store the Goods so that they are identifiable as those supplied by the Supplier.

If the Purchaser fails to pay by the due date any amount owing to the Supplier, the Supplier may (without prejudice to any of its other rights) recover and resell any of the Goods

In which property has not passed to the purchaser, and the Purchaser authorise the Supplier to enter onto the premises where the Goods are kept to take possession of the Goods for any purpose at any time.

If the Purchaser sells or purports to sell any of the Goods supplied by the Supplier in which property has not passed to the Purchaser, then the Purchaser does so as a fiduciary for the Supplier. The proceeds of such sale are the property of the Supplier to the extent of any money owed to it by the Purchaser. The Purchaser must account to the Supplier for that portion of the proceeds of sale.

7. Cancellations

Any request by the Purchaser for cancellation of a Purchase Order must be in writing and may be delivered by post, hand or email. The Purchaser is liable to reimburse the Supplier for the costs it has incurred for labour and materials in fulfilling the Purchase Order up to the date the request for cancellation is received by the Supplier, together with the Supplier's loss of profit resulting from the cancellation of the Purchase Order.

8. Force Majeure

Neither Party is liable for any loss incurred by the other party as a result of any delay or failure to observe any of these Conditions (other than an obligation to pay money) as a result of any circumstance beyond the party's control including, but not limited to any strike, lock out, labour dispute, act of God, fire, flood, accidental or malicious damage, shortage of raw materials, or breakdown in machinery. During the continuous of such circumstance the obligations of the party affected, to the extent they are affected by the circumstance, are suspended and resume as soon as possible after the circumstance has ceased to have effect.

9. Suppliers Liability

A) All representations, statements, terms and conditions and warranties not embodied in these Conditions are expressly excluded to the fullest extent permitted by law. The Purchaser acknowledges that neither the Supplier nor any person acting on the Supplier's behalf has made any representations or given any promise or understanding in relation to the quality of the goods, their fitness for purpose or their usage.

B) To the extent that the Supplier breaches any condition implied in the Contract and which cannot be excluded, or breaches any condition expressly included in the Contract, then the Supplier's liability is limited to, and completely discharged by, at the Supplier's discretion, either:

- i) replacement of the Goods that are the subject of the breach, or supply of equivalent goods.
- ii) payment of the cost of replacing the Goods or acquiring equivalent Goods

10. Description and Specifications

Whilst every effort is made to ensure their accuracy the descriptions, illustrations and material contained in any catalogue, price list, brochure, leaflet, specification sheets, electronic communications or other descriptive matter provided by or on behalf of the Supplier represent the general nature of the items described therein and shall not form a part of any order or agreement or amount to any representation or warranty.

The Supplier reserves the right to make any changes to designs, drawings or specifications for Goods ordered by the Purchaser, which are required to comply or conform with any applicable safety or statutory requirements or which do not materially affect the quality or usage of the Goods by the Purchaser.



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11. Goods and Services Tax

Prices quoted by the Supplier are exclusive of GST (unless specifically stated otherwise). All rebates, discounts or other reductions in the price will be calculated on the GST exclusive price.

12. Claims

Any claim by the Purchaser arising out of the Contract must be made in writing and may be delivered by hand, email or post as soon as practicable after discovery by the Purchaser of the problem and in any event no later than 7 days after delivery of the Goods. The Purchaser must supply a sample, if requested, and information to the extent the Supplier can identify the product and the date of manufacture. The Supplier has the right at any time within 30 days after receipt of the claim to inspect the relevant Goods. If the Purchaser disposes of any of the Goods within the 30 day period, except with written consent from the Supplier, all claims in respect of the Goods disposed of are deemed to have been waived by the Purchaser.

13. Insurance

Unless otherwise instructed by the Purchaser in writing or included in a written quotation or price list by the Supplier, insurance cover for the Goods in transit will not be arranged by the Supplier.

14. Transport & Delivery

If the Purchaser requests delivery by means other than normally used by the Supplier, then the Purchaser must pay all additional costs associated with the means chosen. If, within four weeks after the Goods are available for dispatch, the Supplier is unable or finds it impractical to transport the Goods by the means chosen, the Supplier may transport the Goods by any means it considers suitable.

The Supplier will deliver the Goods to the Purchaser's nominated store. The Purchaser must unload the Goods at the Purchaser's risk.

23. Goods outside New Zealand

If the Purchaser is not a resident in New Zealand or is not a New Zealand company, and delivery of Goods is required outside New Zealand, prices quoted are "free alongside/ free on board/FOB" unless otherwise agreed in writing by Supplier.

24. PPS Law

For the avoidance of any doubt it is hereby agreed that the Supplier shall take a security interest in all Goods supplied by it to the Purchaser, and that security interest shall remain until payment is made for all Goods supplied by the Supplier.

25. Miscellaneous

a) Any of these Conditions may be varied in writing by the Supplier.

b) The Supplier may set-off any amounts owed by it to the Purchaser under the Contract against any amounts owed by the Supplier to the Purchaser on any account whatsoever.

c) Any dispute arising out of the Contract is governed by the laws of New Zealand and the Purchaser submits to the jurisdiction of and agrees to be bound by the Courts of New Zealand.

d) All costs and expenses incurred by the Supplier to remedy any breach by the Purchaser of these Condition's or to enforce the Supplier's rights under the PPSA shall be recoverable from the Purchaser in addition and without prejudice to the Supplier's right to damages for breach of these Condition's.

e) The Purchaser will not divulge to any person any information provided by the Supplier in relation to the Contract without the prior written consent of the Supplier, except as required by law or for the purposes of obtaining professional financial, legal or taxation advice.

f) The following words have the following meanings in these Conditions, unless the context requires otherwise:

"Contract" means the agreement between the Purchaser and the Supplier for the supply of the Goods on these Conditions and includes the details appearing on the Purchase Order.

"Conditions" means the terms and conditions set out in this document.

"Goods" means all goods, and/or services ordered in a Purchase Order.

"GST" Goods and Services Tax, has the same meaning as in the GST law

"GST law" means the Goods and Services Tax Act 1985

"Intellectual Property" means any patent, registered design, trade mark, copyright or any other industrial or intellectual property rights.

"Loss" means any loss, liability, damage, expense or cost whatsoever and includes (without limitation) indirect or consequential loss or damage, loss of profits or business opportunity, and damage to equipment or property.

"Purchase Order" means a purchase order or alternative form of order or offer to purchase provided by the Purchaser to the Supplier.

"Purchaser" means the person (including its successors, personal representatives and permitted assigns) who acquires the Goods from the Supplier, and where this consists of more than one person the obligations in the Contract are deemed to be joint and several.

"Supplier" means the company identified in the invoice.