

# Terms of Supply of Goods

The following terms and conditions ("Terms of Supply") apply to all purchases of Goods from us made via the Site.

## 1. DEFINITIONS

- a. "Delivery Point" means the delivery address specified by you when placing an Order or any address otherwise notified to us by you and agreed to by us.
- b. "Fonterra" means [Fonterra Co-operative Group Limited].
- c. "Goods" means any goods or services that you have ordered or purchased from us, or we provide to you.
- d. "Order" means any request by you to purchase Goods from us made via the Site.
- e. "Site" means any website operated by us, and includes [www.shopfonterra.com](http://www.shopfonterra.com).
- f. "Terms of Supply" means these Terms of Supply as amended from time to time at our absolute discretion.
- g. "We", "our" or "us" means any and all of Fonterra and any other company which is related to Fonterra in the manner provided under section 2(3) of the Companies Act 1993.
- h. "You" or "your" means the purchaser or intending purchaser of the Goods from us, and includes any agent, contractor or representative of yours.

## 2. THE CONTRACT

- a. You agree to accept and be legally bound by these Terms of Supply where you place an Order, and each transaction will form a legal contract between you and us.
- b. You can Order Goods through the Site if you are over 18 years of age.
- c. When you place an Order with us, you are making an offer to buy Goods. We will email you to confirm that your Order has been received and accepted by us. Once your Order has been accepted by us you may not cancel your Order.
- d. We will take payment from you when you place an Order.
- e. At all times your transactions with us are governed by these Terms of Supply or the then current Terms of Supply as may be varied from time to time by us, and/or as changed on any Site.
- f. You acknowledge and agree that both you and us have or will accept these Terms of Supply electronically, and consent to accept electronically these Terms of Supply.

## 3. ORDERS

- a. We are under no obligation to accept all or any of your Orders.
- b. In the unlikely event that the Goods you wish to purchase are no longer available we reserve the right to refuse or cancel an Order.
- c. We reserve the right to refuse or cancel any orders that we believe to be placed for commercial purposes (e.g. resale) or to have been placed fraudulently.
- d. Any right we have to cancel an Order applies to Orders which have been accepted.
- e. If there is an error in the process of listing any Goods on the Site or a technical error relating to your Order we reserve the right to refuse or cancel an Order.
- f. If any Orders are cancelled or refused by us or are unable to be fulfilled we will notify you and will refund to you all valid payments received by us for those Goods.

## 4. PAYMENT

- a. Payment made by credit or debit card, may incur a surcharge, which will be advised to you before you place your Order.

- b. When we make payment to suppliers for Goods you have purchased we may receive a rebate, commission or fee from the supplier for providing marketing and billing services.
- c. We currently accept the following credit cards:
  - i. Visa
  - ii. Mastercard
- d. Payment must be made via the DPS secure payment gateway facilities. Payments will be subject to any terms and conditions of the facility providers and you authorise us to debit the amount that is payable for an accepted Order from your nominated card.

## **5. PRICING**

- a. All prices for Goods listed on the Site are in New Zealand Dollars and include GST.
- b. Prices are exclusive of delivery, handling, import fees, duties or tariffs or any other charges payable in respect of Goods, and any such additional cost is your responsibility.
- c. We reserve the right to alter prices at any time for any reason but once an Order is confirmed as accepted the price applying to the Order will not be changed.
- d. From time to time we may offer certain pricing promotions or discounts in relation to the supply of Goods and these are provided at our absolute discretion. We reserve the right to amend such pricing promotions or discounts or withdraw them at any time in our sole discretion upon reasonable notice to you.

## **6. DELIVERY**

- a. Goods may not be available for immediate delivery.
- b. Delivery and handling charges will be added to the price of any Goods you place an Order for. Different delivery and handling charges may apply depending on the shipping method you select when you place an Order and the chosen Delivery Point. Such charges will be made clear to you before payment is required and you must pay all delivery charges related to your Order.
- c. Orders will be delivered to the Delivery Point. You agree that we are entitled to assume that any person accepting delivery of the Goods at the Delivery Point is authorised to do so on your behalf.
- d. If goods are lost or damaged in transit you must contact us at the email address supplied in our email to you confirming your Order.
- e. A signature will only be required to receive an Order if you request this when selecting the shipping method for your Order.
- f. You must advise a Delivery Point when you place your Order, via the procedures of the Site. We will notify you of the anticipated delivery date for the Order. Delivery time for different Goods may vary.
- g. Deliveries to rural addresses may be delivered later than the date we notify you that delivery will be made by.
- h. We accept no liability whatsoever for late deliveries.

## **7. CONSUMER GUARANTEES ACT 1993**

- a. When you purchase Goods from us for business purposes then the guarantees and rights expressed or implied in the Consumer Guarantees Act 1993 in your favour do not apply to those Goods.

## **8. WARRANTIES**

- a. All warranties, conditions or obligations imposed on us by statute at law, in equity or otherwise, are expressly excluded except to the extent that we cannot lawfully exclude them.

## **9. LIMITATION OF LIABILITY**

- a. We will not be liable for any indirect, consequential, or economic loss, cost or damage, loss of profits or loss of goodwill, business or anticipated business, anticipated savings or for any business interruption, loss of data or other indirect or consequential loss or damage incurred by you in connection with any act or omission of ours.
- b. We will not be in breach of our obligations to you or be liable to you:
  - i. for failure to deliver by a specified date;
  - ii. for loss caused by anything which is beyond our control; or
  - iii. where we are refused a permit or permission to import or export the Goods.
- c. Our maximum aggregate liability to you for all claims in connection with an Order made by you under these terms (whether in contract, tort (including negligence), or by virtue of a breach of any statutory duty or otherwise) is otherwise limited to the value of the Goods supplied by us under such Order and associated with your claim or subject to the rest of this clause, the damage or loss you actually incur or suffer, whichever is less.
- d. You agree that sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 are contracted out of where you are in trade and the Goods are acquired by you in trade.
- e. This clause will not apply to the extent that the law prohibits us from limiting our liability.

## **10. USE OF INFORMATION AND PRIVACY**

To view our Privacy Policy for this Site, please visit [fonterra.com/privacystatement](https://fonterra.com/privacystatement)

## **11. GENERAL**

- a. We may immediately suspend, terminate or limit your access to and use of the Site.
- b. We may stop making the Site (or any part of it) available without prior notice. If so, any Orders that we have accepted will not be affected unless the Goods that have been ordered are no longer available or we are prevented from supplying the Goods, in which case we will notify you and will refund to you all valid payments received by us for those Goods.
- c. Other than connecting to the Site by HTTP requests using a web browser, you may not gain access to our servers. You agree not to disrupt, modify or interfere with our Site. You must not to modify any content or service on the Site.
- d. You must not use the Site in any inappropriate or unlawful way.
- e. We reserve the right to make changes to the Site and to the Terms of Supply at any time without notice.
- f. Fonterra, its suppliers, advertisers and third party providers own all copyright and intellectual property on the Site.
- g. These Terms of Supply will be governed by New Zealand law and you agree to submit to the non-exclusive jurisdiction of the New Zealand Courts.