

# Conditions of Contract

When deer velvet is supplied to PGG Wrightson for sale.

These conditions apply to any Supplier and PGG Wrightson Deer Velvet (PGG Wrightson) to regulate transactions where a Supplier enters deer velvet for sale at any PGG Wrightson Deer Velvet Sale.

1. The Supplier warrants that it has safe and unencumbered title to velvet supplied and indemnifies PGG Wrightson against any loss occasioned by a breach of this clause.
2. PGG Wrightson reserves the right to reject any velvet supplied if it deems it to be unacceptable for sale. PGG Wrightson's decision as to rejection shall be final. Accordingly PGG Wrightson's decision as to the grading of the velvet is also final and not reviewable by the Supplier.
3. The weight of the velvet as entered on an Advice Note is approximate only and actual weight will be as graded at a PGG Wrightson Deer Velvet Grading Centre.
4. The Supplier may not withdraw any velvet from the sale once it is accepted by PGG Wrightson, with acceptance occurring upon the receipt by the Supplier of an Advice Note from PGG Wrightson.
5. Upon acceptance the risk of insuring the velvet shall become PGG Wrightson's, who will keep it insured (until sale or return under clause 10) to its full insurable value against loss or damage from any cause whatsoever.
6. Property in the velvet remains in the Supplier until the velvet is sold and paid for by a Purchaser. If velvet is not sold the Supplier shall accept velvet of the equivalent weight and quality to that originally supplied. PGG Wrightson has no liability to the Supplier nor to any other party for any losses or claims, including but not limited to if the velvet is not sold; for failure to offer the velvet in the sale indicated; for a default by the Purchaser; claims for personal injury; damage to property; consequential loss (including loss of profits) or for any loss occasioned due to a lower price being obtained on any resale.
7. The Supplier acknowledges that upon grading the velvet becomes mixed with other velvet from other Suppliers and is not able to be separately identified and accordingly the Supplier's rights in relation to it are in respect to the proceeds of sale instead of the velvet itself.
8. Payment of the proceeds of sale shall be made to the Supplier forthwith after receipt of the purchase price from the Purchaser after deduction of commission and after customary or statutory charges.
9. The Supplier shall pay to PGG Wrightson its normal charges with respect to the sale of velvet from time to time as advised by PGG Wrightson. PGG Wrightson reserves the right from time to time to vary its charges and such variations shall be binding on the Supplier. Without limitation, PGG Wrightson charges will include freight costs to PGG Wrightson, insurance costs, grading of velvet to Deer Industry New Zealand guidelines, offering velvet for sale and the storage of velvet.
10. Any velvet unsold by the end of the PGG Wrightson season in any year shall be removed by the Supplier at its cost including but not limited to freight costs and insurance costs. In the event that the Supplier shall not have removed such unsold velvet by the end of the PGG Wrightson season, the Supplier shall upon demand reimburse PGG Wrightson all costs of storage at normal commercial rates and insurance costs plus GST from such time until such velvet is removed by the Supplier. Upon collection of the velvet by the Supplier, risk shall forthwith revert to the Supplier.
11. If a Supplier shall choose to enter PGG Wrightson's premises it shall do so at its own risk and PGG Wrightson shall not be in any way liable or responsible for any accident whatsoever occurring.

## Contact PGG Wrightson Velvet

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### Gordon Herrington, North Island Velvet Coordinator

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### Vaughan Sandford, Velvet Administrator

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## PGG Wrightson Deer Specialists and Agents

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Brenden Johnston, Otago	0272 414179
Graham Kinsman, NZ Stud Coordinator	0274 223154
Brian Newall, Mid/Sth Canterbury	0275 956448
Ron Schroeder, Nth Cant/Marl/West Coast	0274 321299
Keith Burden, Hawkes Bay	0275 975801

## Independent Agents

Paul Lampp, Hawkes Bay/Manawatu/Wanganui	0274 426477
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