These terms of trade as amended from time to time (Terms) apply to all transactions with us, where you have agreed to be bound by these Terms; and/or where you use your PGW Wrightson Account.

1. DEFINITIONS

Account means a monthly charge account to buy Products from us with deferred payment.

Application means an Application for an Account.


Customer or you means you as the purchaser or vendor/manufacturer of Products from PGW.

Default Event has the meaning given to it in clause 7.1.

PGW, we or us means PGW Wrightson Limited and/or our subsidiaries and trading entities, both separately and all together as part of the PGW Wrightson Limited Group.

PPSA means the Personal Property Securities Act 1999.

Product means all products, merchandise, livestock, services (including services and advice provided for no fee, and including agency products and services) supplied or to be supplied by or through us to you from time to time, including:

a. the products, merchandise, livestock or services described or referred to (whether by item, product category, brand, kind or otherwise) in the delivery docket, invoice or equivalent document that we give you; and

b. solely for the purposes of the application of clauses 5 and 6:
   i. where any products, merchandise or livestock purchased by you from us are your inventory as defined in the PPSA, then also inventory for so long as you hold it as such; and
   ii. any objects, products or mass which the products or merchandise subsequently become part of as an accession or accessory to;

iii. in the case of products which are used up or consumed:
   A. all resulting crops and plant product, whether harvested or not; and
   B. all livestock such as grown or improved by the use of such consumption of such products;

iv. in the case of livestock, including any progeny, unborn young and the natural increase of such livestock (whether born or unborn) and wood (in each case, whether removed from the livestock or not) of such livestock, and all other produce and meat of such livestock.

2. APPLICATION AND ACCOUNT

2.1 You must tell us of any changes to your contact details or to any of the other information given to us on your Application. We will assign a Customer number to your Account. Invoices, statements and other information directly relating to your dealings with us will be sent to you by email unless you request otherwise. We may impose a credit limit on your Account and alter that credit limit without notice to you. If you exceed your credit limit we may refuse to supply Products to you.

2.2 On request by us you must:

a. arrange for a personal guarantee to be provided in respect of your obligations to us by a person or entity satisfactory to us in our sole discretion; and

b. provide, or arrange for, other person or entity satisfactory to us in our sole discretion to provide, a bond or other surety in an amount we specify to secure your obligations to us.

2.3 We may close or suspend your Account at any time. On closure of your Account:

a. all your rights under these Terms terminate, except for any rights that have accrued to you prior to the closure of your Account; and

b. all your obligations to us continue under these Terms until all of your obligations to us have been satisfied in full to our satisfaction.

3. ORDERS

3.1 A Contract will come into existence between us once your Product order has been accepted by us.

We will accept your order by giving you a delivery docket or invoice, or electronic confirmation for online purchases. Any additional charges we include on a delivery docket, invoice or electronic confirmation will form part of the contract between us for the relevant Product.

3.2 We will use our reasonable endeavours to secure the Products ordered by you and quoted to you. You acknowledge that your placing an order with us and/or our acceptance of your order does not guarantee our supply of the Products. If we cannot provide the agreed quantity of Products for any reason we will not be liable for that shortfall and you must take delivery of and pay for such lesser quantity as we are able to supply.

3.3 Products can be purchased from our online retail websites using the payment mechanisms that make available. By ordering online you agree to these Terms and that you are 18 or over. Certain products may not be available online. Delivery will be to your nominated delivery address however some Products must be collected in-store.

4. TERMS OF PAYMENT

4.1 You will pay us the price plus GST for the Products stated in the delivery docket or invoice plus any applicable freight or incidental charges. Unless we specify otherwise, the price must be paid by you to us:

a. for Products sold at auction and livestock, grazing and feed sold by PGW, including as agent, within 14 days of purchase; and

b. for all other Products, by the 20th day of the month following purchase.

We may choose to pass on to you external and internal legal costs of processing such bank charges. All credit card and direct debit card transactions for payment do not include a fee that you owe to PGW from money that we owe to you or that PGW holds on your behalf. You authorise PGW to apply (without prior notice) any amounts:

a. held by PGW for Products sold by related company on your behalf on any account in or towards payment of any amount owing to PGW; and

b. received by PGW from you or on your account in payment of any amount owing to PGW.

PGW may at any time before you pay when amounts are for a transaction (in respect of more than one transaction) apply or appropriate any moneys received from you in any manner (and in any order) and to any amount owing to PGW or any vendor. PGW thinks fit (despite any direction to the contrary) to charge on a daily basis at our current default rate as published on our website, balances on your Account for administration efficiency.

5. DELIVERY, TITLE AND RISK

5.1 We will not be liable in any delay in delivery of any Products to you. If you do not take delivery by the delivery date specified, you will pay reasonable storage costs until you take delivery. Where we have no Products at your loading point of loading onto the carrier or vessel for delivery, we will not be liable for any shortfall and you must take delivery.

5.2 Any Products are at your sole risk and we are not liable for any breach of any warranty (including without limitation those terms described in the definition of Product in clause 1.)

5.3 Ownership of and title to all Products remains with us or the vendor, as the case may be, and only passes to you on payment of:

a. where we are the vendor, all money you owe us, on any account, is paid for in full, or

b. where we are not the vendor of the Products, you have paid for those Products, (even if you incorporate that purchase of the Products with other purchases of such Products, including without limitation those terms described in the definition of Product in clause 1.)

You acknowledge and agree that the retention of title is a security interest for the purposes of the PPSA.

5.4 Until title in the Products passes to you:

a. you hold the Products as our bailee, or the bailee of the vendor, as the case may be; and

b. you must store the Products in such a manner that they do not deteriorate, and separately from your goods or otherwise ensure that the Products are separately identified or identifiable. Where we are the vendor we authorise you or, if you are the vendor you authorise the purchaser, in the ordinary course of your business, to use the Products or sell them for full consideration. This authority is revoked immediately and without prior notification if you (a) infringe any copyright or other rights of PGW or the vendor; or (b) are involved in any insolvency proceedings.

You must ensure the Products for their full insurable value and, if we or the vendor require(s), have or our the vendor’s interest in the Products noted on your insurance policy; and

d. regardless of section 109 of the PPSA, we or the third party vendor may repossess the Products and/or any item that you own or that was supplied by the other party. If a Default Event occurs. For this purpose, we, the vendor and/or our respective agents may at any time without prior notice to you, enter any place where we or they believe the Products may be kept and remain there to take whatever action may be required to repossess the Products. You indemnify us, the vendor and our respective agents for all costs and liabilities incurred in connection with the repossession, storage or resale of the Products (including any shortfall arising from the repossession, storage or resale at a lower price).

5.5 If you sell or use any Products before the transfer of ownership and title in accordance with clause 5.3, the proceeds of such sale or use (in whatever form) are our property, or the vendor’s property, as the case may be, and you must use those proceeds to unwind any financial deal with such proceeds as we direct. Nothing in this clause can be construed as authorising any dealings by you with the Products, unless we permit. We or the unpaid vendor, as the case may be, may sue you for the full price of the Products on a claim for damages.

5.6 You are the vendor, you warrant that all Products offered for sale at auction or for private sale are free of any security interests, liens, charges or other encumbrances. The vendor must at the request of the purchaser or PGW within 3 working days provide written confirmation of the release of any security interests under the PPSA Regulations that apply to the Products sold.

6. PERSONAL PROPERTY SECURITIES ACT 1999

6.1 You and each guarantor hereby charge in favour of us all your present and after-acquired assets, or products or mass, which the Products have been, are or at any time after the delivery date specified, will be, and any other part of any contract that we have with you which remains unperformed; and

b. we and/or any third party vendor of Products may suspend or terminate the supply of Products to you and any of our other obligations to you under these Terms; and

c. all amounts outstanding by you under any contract with us and under your Account, and under any contract with third party vendor of Products will, whether or not due for payment, immediately become due and payable, and

7. DEFAULT EVENT

7.1 Default Event means any of the following which occurs without our prior written consent:

a. You fail to comply with these Terms, or any other contract with us or a vendor of Products, including failing to pay us on time or exceeding your approved credit limit; or

b. we reasonably believe that you are unlikely to be able to immediately pay any sums owing to us or a vendor of Products; or

c. the Products are to be repossessed and we revoke by notice in writing to you at any time in our sole discretion; and

d. you no longer carry on business or threaten to cease carrying on business; or

7.2 If a Default Event occurs then without prejudice to our other remedies:

a. we and/or any third party vendor of Products may suspend or cancel all or any part of any contract that we have with you which remains unperformed, and

b. we and/or any third party vendor of Products may suspend or terminate the supply of Products to you and any of our other obligations to you under these Terms; and

c. all amounts outstanding by you under any contract between us and your Account, and under any contract with third party vendor of Products will, whether or not due for payment, immediately become due and payable, and

Our terms of trade have recently been updated effective as of 1 September 2017. View our terms of trade online at www.pgwrightson.co.nz or contact 0800 10 22 76 for further enquiries.
13. PGW’S ROLE IN TRANSACTIONS BETWEEN YOU AND A THIRD PARTY

13.1 You indemnify us from and against any liabilities, losses, damages, costs (including legal costs on a solicitor/client basis) or claims that we incur or suffer in the course of our dealings with you under these Terms and in respect of any breach by you of these Terms except if we are
a. at the purchase price, the purchase price payable by you under that contract of sale will be not reduced and the purchase price will be payable to PGW immediately; and
b. at any time after receipt of a third party’s goods or services, we may deduct from any amount owed to you or credit to your account any amount owed to PGW by you under these Terms or which you owe to the vendor or stock owner. Clauses 13.2 to 13.3 apply to the vendor’s or stock owner’s account at any time prior to PGW receiving from the purchaser full payment of the purchase price in connection with this or any other contract.

13.3 We are not responsible or liable in any way for anything done or not done by or on behalf of either party to a contract arranged by you (including by us as agent), including non-payment of any amount owed by you or the vendor or stock owner to PGW or the vendor or stock owner to the other party in connection with this or any other contract. We do not warrant that any third party’s goods or services will be of a specified quality or perform as specified.

13.4 Each person dealing with PGW as agent, or in respect of the sale and purchase of Products not supplied by PGW agrees that PGW will not be liable for any loss or damage suffered by the other party to the transaction.

13.5 Unless otherwise specified, where PGW arranges a contract for the supply of Products not supplied by it, you will pay all amounts owed by you to the other party to the transaction, in respect of any claim or liability arising from or in connection with this or any other contract.

13.6 PGW may deduct or retain from the proceeds of sales completed on your behalf or from any account that you have with, or charge it to your account without disclosing the commission or the gross sale price achieved for those Products. Commission may be payable by both you and the vendor or stock owner for a sale to both parties to a transaction.

13.7 Where we are acting for a vendor, the vendor warrants that it has provided accurate and complete information concerning the Products to us. We are not required to verify that information and we will not be responsible for any loss or damage you or any third party may suffer as a result of any defect in the Products, including any defect resulting from non-compliance with any regulations governing the sale or supply of such Products.

13.8 Where PGW is acting as your agent, you acknowledge that PGW may disclose your name and contact details, and any other details relevant to the transaction to the other party to the transaction on your behalf.

13.9 PGW may in its sole discretion register a security interest as agent for a vendor or stock owner but has no obligation to do so. PGW is not liable for the consequences of any defect in that registration. PGW does not register any security interest on behalf of the vendor or stock owner, it is the responsibility of the stock owner or vendor as the case may be to ensure that security interest, at their own cost.

13.10 Where PGW pays suppliers for goods or services you have purchased, PGW may receive a rebate, commission or fee from the supplier for providing marketing and credit services. Any rebate or commission you receive as a result shall belong to you and is for your sole benefit. PGW retains all rights to a rebate, commission or fee from the supplier for providing marketing and credit services. The rebate, commission or fee is not a tax rebate or similar deduction.

13.11 Where we are selling Products at auction on your behalf, unless you have notified us of your reserve for those Products, you appoint our auctioneer as your agent to set the reserve for those Products, in their absolute and unfettered discretion. If you do not set a reserve, and we do not sell the Products, your obligation to pay for the Product is null and void.

13.12 If you are the purchaser or the vendor and we elect to credit any amount on account of the purchase price to your account, you will remain liable for the purchase price. If you have paid the purchase price to us (which we are not obliged to do), you agree that
a. if you are the purchaser, the purchase price payable by you under that contract of sale will not be reduced and the purchase price will be payable to PGW immediately; and
b. if you are the vendor’s rights under that contract of sale will not be reduced and the vendor will receive the purchase price in full.

13.13 You agree that any favouring arising from a third party’s goods or services will be shared by PGW and the vendor or stock owner. In the event you have paid the purchase price to us (which we are not obliged to do), we may
a. exclude (or otherwise adversely affect), any right any third party may have under that contract of sale; and
b. transfer our rights and obligations under these Terms by notifying you in writing.

13.14 Unless otherwise specified, where PGW arranges a contract for the supply of Products not supplied by it, you will pay all amounts owed by you to the other party to the transaction, in respect of any claim or liability arising from or in connection with this or any other contract.