

These terms of trade as amended from time to time (Terms) apply to all Products transactions with us; where you have agreed to be bound by these Terms; and/or where you use your PGG Wrightson Account. For online or cash purchases from us please refer instead to our separate Website and In-Store Cash/Card Terms of Sale and, for Products purchased from our website, our Website Terms of Use also apply.

1. DEFINITIONS

Account means an account to buy and/or sell Products from or through PGW, including a charge account with deferred payment.

Application means your application to open an Account.

CCLA means the Contract and Commercial Law Act 2017.

Customer or **you** means you as the Purchaser or Vendor of Products from PGW or, where PGW is acting as an agent on the sale of Products, you as the principal/Vendor of those Products.

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

PGW, we or **us** means, as the context requires, PGG Wrightson Limited and each of our subsidiaries and trading entities or trading divisions, each separately and all together as part of the PGG Wrightson Limited Group.

PPSA means the Personal Property Securities Act 1999.

PPSR means the Personal Property Securities Register.

Prime livestock means livestock sold to a meat processor for slaughter.

Products means all products, merchandise, livestock and 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 like 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 a part of or an accession or accessory to; and
 - 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, which are grown or improved by the use or consumption of such products; and
 - iv. in the case of livestock, including all progeny, unborn young and the natural increase of such livestock, all horns, antlers, other appendages, hair and wool (in each case, whether removed from the livestock or not) of such livestock, and all other produce and meat of such livestock.

Purchaser means the Purchaser of Products (being PGW's principal if we are acting as agent for a Purchaser).

Sale means any sale of Products where PGW is either the Purchaser or Vendor or is acting as agent for either or both of the Purchaser or Vendor.

Vendor means the seller of the Products (being PGW or PGW's principal if we are acting as agent).

Warranty/Warranties means warranties, representations, conditions, guarantees, duties, liabilities, or customer rights.

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 electronically 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. Once you have opened an Account with us, on your request we may agree to open a further Account in your Customer name and details with one of our subsidiary companies or business units.
- 2.2 On request by us you will:
 - 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. All personal guarantees provided cover obligations owed to PGW under any Account or separate contract between PGW and the Customer; and

- b. provide, or arrange for another 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.

Any such guarantee, bond or other surety must be on such reasonable terms as we consider appropriate.

- 2.3 We may close or suspend your Account at any time. You may close your account by notice to us, at any time. On closure of your Account:

- a. all your rights under these Terms terminate, except for any rights that have accrued to either party 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 reasonable 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 at the earlier of either supplying the Product or giving you a delivery docket or invoice, or electronic confirmation for online purchases. You cannot cancel an order for Product after we accept it.

- 3.2 We will use our reasonable endeavours to source all Products ordered by you and quoted by us. Supply of Products under any accepted order is subject to PGW's ability to source products. Where we have quoted for the supply of Products, or Products have been custom-made or procured for the Customer:

- a. if the Vendor cannot provide the agreed quantity of Products for any reason, the Vendor or PGW will not be liable for that shortfall and the Purchaser must take delivery of and pay for such lesser quantity as the Vendor is able to supply.
- b. The quoted price is based on the cost and quantity of Products, labour, materials and equipment, freight and other variable and fixed expenses and, where relevant, rates of currency exchange, as anticipated or operating at the date of the quotation. Any increase in the cost (however it arises) to PGW in providing and delivering the Products which occurs between the date of the quotation and delivery, uplift, or being made available for uplift in accordance with clause 5.2, is payable by the Customer in addition to the quoted price.

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 commission, processing fees and charges (including any credit card surcharges), 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.

Where there is a small credit balance on your Account, if we have made reasonable attempts to contact you regarding collection/return of such credit but have not been able to contact you within a reasonable time, we may write off such credit balance for administration efficiency.

- 4.2 Interest on overdue payments not made within the period set out in clause 4.1 will be charged on a daily basis at our current default interest rate as published on our website, www.pggwrightson.co.nz under "Accounts". Any prompt payment discounts may be reversed for overdue payments at our discretion.
- 4.3 All amounts payable by you to us will be paid in full in cleared funds, without any set-off, counterclaim or deduction. PGW may deduct (without prior notice) any money 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 moneys:
 - a. held by PGW or any subsidiary or 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.
- 4.4 PGW may at any time (including when amounts are owing 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 amounts owing to PGW or any Vendor) PGW thinks fit (despite any direction to the contrary and whether before or after a default by you).

5. DELIVERY, TITLE AND RISK

- 5.1 We will not be liable for any delay in delivery of any Products to you. If you do not take delivery by the delivery date specified, you may be charged reasonable storage costs until you take delivery.
- 5.2 All Products are at the Purchaser's risk:
- in the case of livestock, upon crossing the tailgate of the carrier at loading. The Vendor will load the livestock on the carrier and will adequately care for them until then; and
 - for all other Products, from the earlier of the point of delivery to the Purchaser, being uplifted by the Purchaser, or being made available for uplift by the Purchaser at the Purchaser's request.
- 5.3 Ownership of and title to all Products remains with us or the Vendor, as the case may be, and only passes to the Purchaser once:
- where we are the Vendor, all money the Purchaser owes us, on any account, is paid for in full; or
 - where we are not the Vendor of the Products, the Purchaser has paid for those Products,
- even if the Purchaser incorporates the Products with other items, including without limitation those items described in the definition of Products 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 the Purchaser:
- the Purchaser holds the Products as our bailee, or the bailee of the Vendor, as the case may be; and
 - the Purchaser must store the Products in a manner which will protect them from damage or deterioration, and separately from your own goods or otherwise ensure that the Products are separately identified or identifiable. Where we are the Vendor we authorise the Purchaser, or if you are the Vendor you authorise the Purchaser, in the ordinary course of the Purchaser's business, to use the Products or sell them for full consideration. This authority is revoked immediately and automatically on the occurrence of a Default Event and may also be revoked by notice in writing to the Purchaser at any time in our sole discretion; and
 - the Purchaser must insure the Products for their full insurable value and, if we or the Vendor require(s), have our or the Vendor's interest in the Products noted on your insurance policy; and
 - without limiting section 109 of the PPSA, we or the Vendor may repossess the Products and dispose of them for our own or the Vendor's benefit, as the case may be, if a Default Event occurs.
- 5.5 If the Purchaser sells or uses 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 the Purchaser must pay all such proceeds to us or otherwise deal with such proceeds as we direct. Nothing in this clause can be construed as authorising any dealing by the Purchaser with the Products, unless we permit (including in accordance with clause 5.4(b)). We or the Vendor, as the case may be, may sue the Purchaser for payment of the purchase price even where ownership of the Products has not passed to the Purchaser.
- 5.6 If 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 noted on the PPSR that applies to the Products sold.
- 5.7 The Purchaser must use all Products strictly in accordance with any directions, instructions and terms contained on Product labels, packaging and any other product information supplied with the Products.

6. PERSONAL PROPERTY SECURITIES ACT 1999

- 6.1 Where your Account with us is a charge account with deferred payment, you and each guarantor hereby charge in favour of us all your present and after-acquired property on the terms contained in the Auckland District Law Society form of General Security Agreement current at the time of signing the Application. For all accounts you also grant to us a specific security interest in all Products (and all proceeds) supplied or to be supplied by or through us and in any objects, products or mass which the Products subsequently become a part of or an accession or accessory to, so as to secure all payments under these Terms and all moneys owing by you to us from time to time. You will do all things necessary so as to enable us to register financing statements on the PPSR, and to ensure the specific security interest is a first ranking perfected security interest over the Products and any proceeds. We may register a security interest on the PPSR in our name as secured party even where we are acting as an agent for a Vendor.
- 6.2 If the Products that are the subject of the security interest subsequently become part of some other product or mass, then nothing in these

Terms can be construed as limiting the application of sections 82 to 86 of the PPSA. Nothing in section 114(1)(a), 117(1)(c), 120(2), 133 or 134 of the PPSA applies. Your rights in sections 116, 119, 121, 125, 129 and 131 of the PPSA do not apply.

- 6.3 You waive your right under section 148 of the PPSA to be given a copy of any verification statement in relation to any financing statement or financing change statement that we or the Vendor may register. The security interests granted by you take effect as a transfer of any accounts receivable or chattel paper, which are the proceeds of Products.
- 6.4 We may use the benefit of any security interest, security agreement, encumbrance, charge or mortgage given by you or any guarantor or other grantor of surety to us to secure payment and performance of your obligations under these Terms. You will not without our prior written consent grant any lien or security interest over the Products to any other party whatsoever nor commit any act or omission that would give any other party a security interest over those Products until all such Products are paid for in full.
- 6.5 You acknowledge that this clause 6 is reasonably necessary to enable us to efficiently exercise our rights under the PPSA by reducing the administrative processes and costs associated with doing so.

7. DEFAULT EVENT

- 7.1 Default Event means any of the following which occurs without our prior written consent:
- You fail to comply with these Terms, or any other contract with us or a Vendor, including failing to pay us on time or exceeding your approved credit limit; or
 - we reasonably believe that you are unlikely to be able to pay any sums owing to us or a Vendor, or you become insolvent, bankrupt or go into receivership or liquidation; or
 - information you have given us, or which is given to us on your behalf, is untrue, misleading or deceptive in a material respect or otherwise in a way that is material to us in our sole discretion; or
 - you no longer carry on business or threaten to cease carrying on business; or
 - where you are a company, trust or other organisation, your ownership or effective control is transferred; or
 - the nature of your business is materially altered; or
 - any guarantor or other grantor of surety of your obligations under these Terms is in default with us, or the events in this clause apply to them; or
 - if at any time in our view any Products are at risk.
- 7.2 If a Default Event occurs then without prejudice to our other remedies:
- we and/or any Vendor will be entitled to suspend or cancel all or any part of any contract that we have with you which remains unperformed; and
 - we and/or any Vendor may suspend or terminate the supply of Products to you and any of our other obligations to you under these Terms; and
 - all amounts outstanding by you under any contract between us and under your Account, and under any contract with any Vendor will, whether or not due for payment, immediately become due and payable. You acknowledge that a Default Event may put at risk your ability to pay outstanding amounts at a later date, so this clause is reasonably necessary to assist us protect our business against the effects of a Default Event; and
 - you irrevocably give us, any Vendor and our respective agents without prior notice licence to enter any place or premises 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 are responsible for reimbursing us, that Vendor and our respective agents for all costs and losses (including our reasonable legal costs in connection with the repossession, storage or resale of those Products (including any shortfall arising from resale at a lower price). You acknowledge that this clause is reasonably necessary to assist us protect our business against the effects of a Default Event and mitigate our losses; and
 - we may enforce any security interest or other security granted to us which secures your obligations to us; and
 - we or the Vendor may (without your consent) appoint a receiver in respect of any Products and any receiver is authorised to do anything referred to in these Terms and otherwise to exercise all rights and powers conferred on a receiver by law; and
 - we and the Vendor may sell or dispose of any Products in such a manner and generally on such terms and conditions as we or they think fit and apply the proceeds derived in or towards payment of the moneys owed to us or them by you, and in each case, otherwise do anything you could do in relation to those Products; and
 - charge interest on any amount overdue, on a daily basis at our

current default interest rate as published on our Group website www.pggwrightson.co.nz under "Accounts".

You acknowledge that this clause 7.2 is reasonably necessary to assist us protect our business against the effects of a Default Event and mitigate our losses. Neither we nor the Vendor will be liable to you for any loss or damage you suffer because of our or their exercise of any rights, powers or remedies that are available to us or them after the occurrence of a Default Event, including under this clause.

- 7.3 You acknowledge that these Terms contain clauses that are for the benefit of any Vendor, and may for the purposes of Part 2, subpart 1 of the CCLA be enforced by that Vendor.

8. PRIVACY/NAIT

- 8.1 We will only use your personal information for purposes permitted by law including relating to your dealings with us and in accordance with our privacy policy published on our website, www.pggwrightson.co.nz. You agree to us using your information to assess your credit worthiness and direct marketing, and you agree to us disclosing your information to be used by credit reporting agencies. Where you are a company or trust PGW has the right to undertake credit assessment over your directors, shareholders or trustees. You authorise us to release your personal information to third parties for these purposes. You can inspect and correct your personal information held by us. If you do not provide personal information requested, we may be unable to open or maintain your Account.

- 8.2 If you instruct PGW to complete any National Animal Identification and Tracing (NAIT) functions on your behalf, then in doing so you authorise PGW to act on your behalf and to allow PGW to access and manage your personal information required for NAIT purposes.

9. RETURNS

- 9.1 Subject to clauses 9.2 and 9.3, if you are not satisfied with the Products provided by us for any reason, you can return the Products (other than services and livestock) to us within 30 days of your taking delivery of the Products. This clause 9.1 does not apply to Products we sell as agent for any other party.
- 9.2 Products (other than services and livestock) can only be returned to us if:
- they do not require refrigeration, and/or are not close to any expiry date (as reasonably determined by us);
 - they are not custom-made, supplied under a quote, or procured for you (seed that you have ordered to be supplied in a blended, coated or treated form will be deemed to be custom-made unless we agree otherwise) and form part of our usual stock-in-trade;
 - they were supplied to you in packaged and sealed form and not in bulk, and are returned in that original packaging and unopened, and include all accessories;
 - we are reasonably satisfied that their condition has not deteriorated and you pay for their return; and
 - you provide evidence of purchase from us, to our reasonable satisfaction.
- All returns require our prior approval to ensure the above conditions are met. We will credit your PGW Account for a sum equal to the cost of the Product, less a restocking fee for freight and handling.
- 9.3 Clause 9 sets out your sole rights to return Products due to your not being satisfied with those Products for any reason. However, if goods are defective, clauses 10.1 and 10.2 apply. Products sold by PGW as agent for any other party may not be returned except as required by law.

10. PGW WARRANTIES

- 10.1 If due solely to PGW's act, omission or negligence, any Product is defective or does not materially conform to our description, we will at our option repair or replace the Product or provide a refund of the purchase price for the Product. This warranty does not limit any rights you may have against a third party supplier of Products, in accordance with clause 10.2.
- 10.2 To the extent permitted by any contract for supply entered into between PGW and a third party supplier of the relevant Products, PGW will pass through or assign to you the rights to, and benefit of, any supplier warranties, indemnities and associated remedies (whether contained in such contract of supply or any statute) provided by that third party supplier in relation to those Products. All other statutory and other implied Warranties to be given, made, performed or met by PGW, including those in Part 3 of the CCLA, are negated and excluded to the fullest extent that it is lawful for us to do so. Other than as required by law, we give no Warranty concerning any Product's description, condition, unencumbrance, quality or fitness for any purpose. In particular, no Warranty is made concerning any sprays, chemicals or plant/seed matter. It is your responsibility to satisfy yourself as to the condition and quality and fitness for purpose of the Products and the Purchaser accepts the Products on this basis.

- 10.3 For the avoidance of doubt, no clause in these Terms excludes or limits any benefit of, any supplier warranties, indemnities and associated remedies (whether contained in such contract of supply or any statute) provided by a third party supplier in relation to those Products including under section 12 of the CCLA.

11. LIABILITY

- 11.1 Neither we nor our agents will be liable to you or to any other person, whether in contract, tort (including negligence), equity or on any other basis under or in connection with these Terms (including any contract incorporating these Terms) for any:
- indirect or consequential loss or special or exemplary damages; or
 - loss of income, profits, savings or goodwill.
- 11.2 If we or you are liable for any claim or series of related claims under or in connection with these Terms (including any contract incorporating these Terms), that liability is limited to, in aggregate:
- twice the purchase price of the relevant Products giving rise to the claim(s), plus interest and costs (including debt collection costs); and
 - where clause 12.3(a) applies, the amount of loss, liability, damage, or costs attributable to the third party claim,
- provided however that your limitations of liability in this clause 11.2 do not apply where you are the Vendor and we are acting as your agent under clause 13.
- 11.3 No claim may be brought under or in connection with these Terms (including any contract incorporating these Terms) unless notice of that claim is given by the party bringing the claim within one year of that party becoming aware of the circumstances giving rise to the claim. This time limitation does not apply to prevent us recovering any debt or collection costs from you.

12. CUSTOMER'S LIABILITY

- 12.1 You are deemed to be bound by all transactions undertaken with us, whether or not any person undertaking a transaction has actual or ostensible authority to do so. If the Customer includes two or more persons, those persons' liability is joint and several. If the Customer is a trust, these Terms bind each trustee in his or her capacity both as trustee and personally and references to the trust name are deemed to include each trustee in their capacity as trustee. If PGW has given its prior written consent to a trustee being noted as an independent trustee, that trustee's liability to PGW will be limited to the assets of the trust as at the time of any default, except for wilful negligence, deliberate default or other breach of trust by such trustee or if such trustee has provided a guarantee personally in respect of your obligations pursuant to this or any other contract.
- 12.2 For the avoidance of doubt, nothing in these Terms will have the effect of contracting out of any provision of the Credit Contracts and Consumer Finance Act 2003, if it applies.
- 12.3 Subject to the limitation in clause 11.2, you indemnify us from and against any liabilities, losses, damages, claims, or costs (including reasonable legal costs and interest) which we suffer or incur as a result of:
- any third party claim arising through your use of any Product, except to the extent that:
 - the Product is defective or does not materially conform to our description; and
 - the liability, loss, damage, claim, or cost arises due to such a defect or non-conformity, and not due to any misuse or incorrect use of the Product;
 - your wilful breach of any obligation in the Terms; or
 - any negligent, unlawful, or fraudulent act or omission by you.

13. PGW'S ROLE IN TRANSACTIONS BETWEEN YOU AND A THIRD PARTY

- 13.1 PGW may be a representative advising (and where PGW determines, PGW may act as agent for) either or both the Vendor and/or Purchaser in respect of the Sale and purchase of any Products, including for livestock, grazing and feed transactions. Clause 13 is for the benefit of any third party Vendor or Purchaser of third party Vendor Products, and may for the purposes of Part 2, subpart 1 of the CCLA be enforced by that Vendor or Purchaser.
- 13.2 Where PGW at any time agrees to act as agent for a party under a Sale of Products, we will not be obliged to pay or credit any amount on account of the purchase price payable under such Sale until we have received the full amount of the purchase price from the Purchaser. If you are the Purchaser or the Vendor and we elect to credit any amount on account of the purchase price to the Vendor and/or debit your account on account of the purchase price before you have paid the purchase price to us (which we are not obliged to do), you agree that:
- 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;
- b. all the Vendor's rights under that contract including those relating to the payment of the price for those Products and the Products themselves (including the right to enforce any security interest) shall then be subrogated in favour of and enforceable by PGW in consideration of PGW crediting the Vendor's account; and
- c. PGW may debit the purchase price (or any unpaid portion of the purchase price) to the Vendor's account at any time prior to PGW receiving from the Purchaser full payment of the purchase price in cleared funds, in which case:
- i. that unpaid amount will be payable by the Vendor to PGW immediately;
 - ii. all PGW's rights relating to the purchase price and the relevant Products shall be transferred to and exercisable by the Vendor.
- 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 us (including by us as agent), including non-payment of any amount owed by any party. We give no assurance as to the ability by a third party to supply any Products or perform any obligations, including the obligation to pay any money. Where PGW agrees to contract a third party on your behalf and/or allow third party charges to be billed to your Account, PGW has no liability whatsoever for those products or services and any claims or issues are between you and the third party directly. This overrides any contrary clauses in these Terms.
- 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 it will not make or support any claim or proceeding against PGW in relation to such 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 to the other party to PGW, which will then promptly account to the other party for that amount, subject to any right of set-off or right to deduct commission or other amounts.
- 13.6 PGW may deduct commission owed to it from the proceeds of sales completed on your behalf or from any account that you have with PGW, 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 parties when PGW has acted for both parties to a transaction. Where PGW acts as agent for a third party Vendor or Purchaser, PGW gives no Warranties to the Vendor or Purchaser. Clauses 10 and 11 apply to PGW's services as agent. The CCLA (and not clauses 10 and 11) applies direct between the Vendor and Purchaser unless the Vendor's terms of sale have been incorporated into the sale and state that they prevail over any inconsistent provision of the CCLA.
- 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 the Vendor indemnifies us in respect of any liabilities, losses, damages, costs (including legal costs on a solicitor/client basis) or claims which we incur or suffer in respect of any breach of this warranty.
- 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.
- 13.9 PGW may in its sole discretion register a security interest as agent for a Vendor or stockowner but has no obligation to do so. PGW is not liable for the consequences of any defect in that registration or failure to register. Where PGW does register a security interest on behalf of a Vendor or stockowner, it is the responsibility of the stockowner or Vendor as the case may be to enforce that security interest, at their own cost.
- 13.10 Where PGW pays suppliers for Products you have purchased, PGW may receive a rebate, commission or fee from the supplier for providing marketing and credit services.
- 13.11 If 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 noted on the PPSR that applies to Products sold.
- 13.12 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 sole discretion. Neither we nor our auctioneer are obliged to set a reserve and neither we nor our auctioneer will be liable in any way for any failure to set a reserve, or if you do not agree with the reserve set.
- these Terms by notifying you in writing.
- 14.3 Entire Agreement: Except as set out in this clause, together the Application and these Terms are the entire agreement between us, you and the guarantor(s), and supersede all representations, agreements and other communications made by us. Certain Terms of Sale in respect of specific Products that may appear on the reverse of any of PGW's invoices/terms/statements or other specific terms may apply in conjunction with or in place of these Terms if we specify. For Prime Livestock sales, the Purchaser may have their own procurement conditions that apply between Vendor and Purchaser in addition to these Terms. For Products purchased from our online retail websites or paid in cash, our separate Website and In-Store Cash/Card Terms of Sale apply and, for Products purchased from our website, our Website Terms of Use also apply. If you also have a PGG Wrightson Max Rewards Card, then PGW's Max Rewards Card Terms and Conditions will also apply and prevail over these Terms to the extent that they are inconsistent. If any part of these Terms is inconsistent with the CCLA, that part prevails over the relevant provision of the CCLA to the extent permissible.
- 14.4 Our Decisions and No Waiver:
- a. any power or discretion conferred on us by these Terms may be exercised by us, or we may refrain from exercising that power or discretion, at our absolute and unfettered discretion.
 - b. if we delay or do not exercise any of our rights or remedies, that will not be a waiver of those rights or remedies. Any waiver we give must be in writing.
- 14.5 Severability: If any part of these Terms is illegal, unenforceable or invalid, the remaining Terms are not affected.
- 14.6 Variation: We may in our absolute discretion change these Terms at any time by publication on our Group website www.pggwrightson.co.nz. The change will take effect from the time loaded and apply to transactions on and from the date the change takes effect. Your transactions with us are covered by the then current Terms at the time of the transaction.
- 14.7 Typographical Errors: We reserve the right to correct any typographical or clerical errors in any prices quoted or contained in an order or quotation, or in any invoice, statement or other document.
- 14.8 Inconsistency: If there is any inconsistency between these Terms and the terms of any order that may be lodged by you or with any delivery docket or invoices or other communication by or to us or you, these Terms will prevail subject to clause 14.3 and/or unless we both agree otherwise.
- 14.9 Consumer Guarantees Act: You agree that: the Products are both supplied and acquired in trade; your Account is for business/trade purposes; and the Consumer Guarantees Act 1993 does not apply and this clause contracts out of the provisions of the Consumer Guarantees Act to the extent permissible.
- 14.10 Disputes: Any dispute between us and you will be discussed between us in the spirit of goodwill.
- 14.11 Governing Law: New Zealand law governs these Terms and the parties submit to the exclusive jurisdiction of the New Zealand courts. If the Products are delivered and/or used outside of New Zealand: PGW does not warrant that the Products will meet local regulatory requirements; you and not PGW are responsible for ensuring all local laws including importing are met; you accept that the return rights in clause 9 do not apply; and you accept that clause 10.1 warranties only apply in New Zealand.
- 14.12 Relationship: The relationship between you and PGW is as independent Customer and seller. There is no partnership, joint venture, employment or agency relationship unless we both agree. An agent or representative of PGW is not authorised to make any representations, warranties or agreements that PGW has not confirmed in writing. PGW is not bound by unauthorised statements.
- 14.13 Force Majeure: Neither party is liable to the other party for any inability to perform any of its obligations under these Terms, or any delay in performance of such obligations, or any damages or costs directly or indirectly arising from such failure or delay, where such failure or delay is caused directly or indirectly by an act of God, frost, electrical failure, fire, armed conflict, labour dispute, civil commotion, Government intervention or inability to obtain labour or materials, accident, transportation delays or any other cause beyond the affected party's reasonable control. For the purposes of this clause, any unavailability of funds does not constitute a cause beyond a party's control, and any measures implemented by a party or any third party in response to disease or virus outbreak constitute a cause beyond the affected party's reasonable control.

14. GENERAL

- 14.1 Assignment by you: You may not transfer any right, benefit or obligation under these Terms without our prior written consent (such consent not to be unreasonably withheld).
- 14.2 Assignment by us: We may transfer our rights and obligations under