

CONDITIONS OF SUPPLY

The logo for PGG Wrightson, featuring a stylized wave graphic above the company name in a serif font.

1. These conditions apply (in addition to any other specific contract that may be entered into) when:
 - (a) deer Velvet is purchased by PGG Wrightson Limited, trading as PGG Wrightson Velvet (PGW) from the Supplier of the Velvet; and/or when
 - (b) the Supplier appoints PGW to sell Velvet as the Supplier's agent, in the manner and for the price deemed appropriate by PGW on the Supplier's behalf.
 2. The Supplier warrants that it has full and unencumbered title to the Velvet supplied to PGW and indemnifies PGW against any loss suffered or incurred by PGW as a result of a breach of this clause by the Supplier.
 3. PGW reserves the right to:
 - (a) reject or dispose of any Velvet if it reasonably considers it to be unacceptable for purchase/sale, human consumption, or as a food product for any reason, including degradation, disease, damage or any other reason. PGW will use reasonable endeavours to notify the Supplier before rejection or disposal, but will be entitled to dispose of the relevant Velvet without notice to Supplier at the Supplier's cost.
 - (b) decide the method of sale or purchase, including whether to purchase the Velvet itself or sell the Velvet as agent for the Supplier, such decision being final.
 - (c) decide the grading of the Velvet. PGW's decision as to grading of the Velvet is final and will be in accordance with Deer Industry New Zealand's Velvet Grading Guidelines and not reviewable by the Supplier except in the case of manifest error.
 4. The weight of the Velvet as entered on an Advice Note is approximate only and the actual weight will be as determined at a PGW Deer Velvet Grading Centre using regularly calibrated scales.
 5. The Supplier may not withdraw any Velvet from sale once it is accepted by PGW, with acceptance occurring upon the issue by PGW of an Advice Note to the Supplier.
 6. Upon acceptance by PGW, the risk in the Velvet passes to PGW, who will keep it insured to its full insurable value against loss or damage from any cause whatsoever, until its sale or return under clauses 10 or 11.
 7. Title to the Velvet remains in the Supplier until the Velvet is sold and paid for by a purchaser which may include PGW, at which point title passes to the purchaser.
 8. The Supplier acknowledges that upon grading the Velvet becomes mixed with velvet from other suppliers and may not be able to be separately identified and accordingly the Supplier's rights in relation to the Velvet following acceptance are in respect of an equivalent quantity and quality of velvet, and any proceeds of sale of the Velvet, and not in the Velvet itself.
 9. PGW has no liability to the Supplier, nor to any other party, for any losses or claims arising out of the rejection or return of the Velvet to the Supplier or any failure by:
 - i. PGW to sell or purchase the Velvet, or to offer the Velvet for sale, or to achieve the price indicated; or
 - ii. a purchaser, where PGW sells the Velvet as agent, to comply with any terms of sale;
- and PGW will not be required to make any payment to the Supplier for any:
- (a) claim for personal injury, damage to property, consequential or indirect loss (including loss of profits, opportunity, or business).
 - (b) amount exceeding the purchase price achieved for the Velvet in relation to which the claim or loss arises, or, if such Velvet has not sold, the value of the Velvet.
10. PGW will pay the Supplier for the Velvet within 7 business days of sale, but where the Velvet is sold as agent subject to receipt of the purchase price from the purchaser of the Velvet, and after deduction of commission and customary, statutory, and other charges payable to PGW, which include Deer Industry New Zealand levies, freight costs to PGW, insurance costs, charges for grading of velvet to Deer Industry New Zealand guidelines, sale and storage costs. Where the Velvet is sold as agent PGW is solely responsible for determining whether the Supplier's Velvet has been sold, and PGW's decision is final and binding.
 11. If any Velvet is in a saleable condition but unsold by the end of the PGW season in any year, PGW will discuss options with the Supplier. If the parties cannot agree how to deal with such Velvet, PGW may require the Supplier to remove the Velvet (or, if the Supplier's Velvet is not separately identifiable, an equivalent quantity (and quality) of Velvet to that originally supplied) from PGW's premises at the Supplier's cost including, but not limited to freight and insurance costs.
 12. If the Supplier enters PGW's premises, it must comply with the Health & Safety at Work Act and familiarise itself with the hazards that exist at PGW's premises. Information relating to these can be found on signage at the premises or by asking a PGW employee. The Supplier agrees to follow the direction of PGW's employees at all times.
 13. PGW's customer terms of trade located on PGW's website also apply. If there is any conflict between these Conditions of Supply and PGW's terms of trade, these Conditions of Supply prevail.
 14. Where the Velvet is sold as agent, the parties agree that section 60(1 B) of the Goods and Services Tax Act 1985 applies in relation to every supply made under this Contract, being that supplies between the principal and agent shall be treated for GST purposes as supplies made between principal and principal.
 15. The Supplier authorises PGW to seek confirmation as to the TB status of the Supplier's property on which the Velvet was grown from TB Free NZ. The Supplier authorises TB Free NZ to supply information as to the TB status of the property to PGW.
 16. The Supplier acknowledges that PGW's sale of Velvet under these Conditions of Supply is in the context of variable commodity pricing for velvet, and PGW fulfilling orders of velvet to purchasers from velvet supplied by multiple suppliers by a deadline, based on grading and weight requirements of the purchasers. Therefore, the Supplier acknowledges that:
 - (a) these Conditions of Supply are reasonably necessary to assist PGW protect its business and mitigate losses; and
 - (b) PGW needs the ability as agent to take certain actions without consulting the Supplier, including as set out in clause 3, 4, 9, 10 and 11 in order to obtain the best pricing at the time for the Supplier and other suppliers and to ensure an efficient operation.