

1 Definitions

- 1.1 "Customer" means the person, company or other entity purchasing Goods from Haha.
- 1.2 "Goods" means the products being purchased by the Customer from Haha.
- 1.3 "Haha" means Haha Wine Company Limited including its successors and assigns.
- 1.4 "Guarantor" means the person (or persons), or entity, who/which agrees to be liable to Haha for the debts of the Customer on a principal debtor basis.
- 1.5 "PPSR" means the Personal Property Securities Register.

2 Price And Payment

- 2.1 The Price ("Price") shall be as indicated on invoices provided by Haha to the Customer in respect of Goods supplied.
- 2.2 Where the Customer has provided Haha with a direct debit authority Haha shall be entitled to direct debit the Customer's nominated bank account for the Price (and where relevant, delivery costs) on the due date.
- 2.3 If the Customer defaults in payment of the Price, the Customer shall, on demand, pay interest at a default interest rate of 18% per annum on the moneys unpaid from the due date for payment to the date of actual payment.
- 2.4 Haha may, at its sole discretion, allocate any payment received from the Customer to any account, or accounts, including any debts, charges and expenses owed by the Customer to Haha under these terms and conditions.
- 2.5 Haha shall not be bound by any clerical error or omissions and the same shall be subject to correction.
- 2.6 Unless agreed otherwise in writing, payment for approved Customers shall be due on the 20th day of the month following the order being placed by the Customer. Time is of the essence in relation to all payment dates.

3 Delivery Of Goods

- 3.1 At Haha's sole discretion, delivery of the Goods shall take place when the Customer takes possession of the Goods at Haha's address or (in the event that the Goods are delivered by Haha or Haha's nominated carrier), the Customer takes possession of the Goods at an address nominated by the Customer.
- 3.2 The failure of Haha to deliver shall not entitle either party to treat this contract as repudiated.
- 3.3 Haha shall not be liable for any loss or damage whatsoever due to failure by Haha to deliver the Goods (or any of them), promptly or at all, where due to circumstances beyond the control of Haha.

4 Risk

- 4.1 All risk for the Goods passes to the Customer on delivery.
- 4.2 If the Customer does not take possession of the Goods, or does not provide Haha with instructions sufficient to enable Haha to deliver the Goods, within 4 working days of notification to the Customer that they are ready, the Customer shall be deemed to have taken delivery of the Goods from such date. In addition, the Customer shall be liable to pay storage charges on written demand from Haha.
- 4.3 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, Haha is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Haha is sufficient evidence of Haha's rights to receive the insurance proceeds without the need for any person dealing with Haha to make further enquiries.

5 Title

- 5.1 Haha and the Customer agree that ownership of the Goods shall not pass until:
- (a) the Customer has paid in cleared funds all amounts owing to Haha for the particular Goods; and
 - (b) the Customer has met all other obligations due by the Customer to Haha in respect of all contracts between Haha and the Customer.

6 Defects

- 6.1 The Customer shall inspect the Goods on delivery and shall within two (2) days of delivery (time being of the essence) notify Haha of any alleged defect, shortage in quantity, damage or failure to comply with the description or order form. The Customer shall afford Haha an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with this clause the Goods shall be deemed to be free from any defect or damage. For defective Goods, which Haha has agreed in writing that the Customer is entitled to reject, Haha's liability is limited to either (at Haha's discretion) replacing the Goods or issuing a credit note to the Customer for the cost paid by the Customer for those Goods.
- 6.2 Goods will not be accepted for return other than in accordance with clause 6.1 above.

7 Personal Property Securities Act 1999 ("PPSA")

- 7.1 Upon assenting to these terms and conditions, the Customer acknowledges and agrees that:
- (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
 - (b) a security interest is taken in all Goods supplied by Haha to the Customer from time to time.
- 7.2 The Customer undertakes to:
- (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects)

- which Haha may reasonably require to register a financing statement or financing change statement on the PPSR;
- (b) indemnify, and upon demand reimburse, Haha for all expenses incurred in registering a financing statement or financing change statement on the PPSR or releasing any Goods charged;
- (c) not register a financing change statement or a change demand without the prior written consent of Haha.

7.3 Haha and the Customer agree that nothing in sections 114(1)(a), 132, 133 and 134 of the PPSA shall apply to these terms and conditions.

7.4 The Customer waives his rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA. The Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.

8 Customer's Disclaimer

8.1 The Customer hereby disclaims any right to rescind, or cancel any contract with Haha or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Customer by Haha and the Customer acknowledges that the Goods are bought relying solely upon the Customer's skill and judgment.

9 Cancellation

- 9.1 Haha may cancel any contract to which these terms and conditions apply or cancel delivery or order of Goods, at any time before the Goods are delivered, by giving written notice to the Customer. On giving such notice, Haha shall repay to the Customer any sums received or direct debited in respect of the Price. Haha shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 9.2 In the event that the Customer cancels delivery of the Goods, the Customer shall be liable for any loss incurred by Haha (including, but not limited to, any loss of profits) up to the time of cancellation.

10 Consumer Guarantees Act 1993

10.1 If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by Haha to the Customer.

11 Privacy Act 1993

- 11.1 The Customer and the Guarantor authorise Haha to:
- (a) collect, retain and use any information about the Customer, for the purpose of assessing the Customer's creditworthiness or marketing products and services to the Customer, and
 - (b) disclose information about the Customer, whether collected by Haha from the Customer directly or obtained by Haha from any other source, to any credit provider or credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.

11.2 Where the Customer and/or Guarantor are an individual, the authorities under clause 11.1 are authorities or consents for the purposes of the Privacy Act 1993 and the Credit Reporting Privacy Code 2004 (as updated from time to time).

12 General

- 12.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 12.2 These terms and conditions are governed by the laws of New Zealand.
- 12.3 To the extent permitted by law, all conditions, warranties, guarantees and representations in respect of the Goods, implied into this supply of goods, are excluded.
- 12.4 Haha shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Haha of these terms and conditions.
- 12.5 In the event that Haha is liable to the Customer, subject to clause 6.1, the remedies of the Customer shall be limited to damages, which under no circumstances shall exceed the Price of the Goods.
- 12.6 The Customer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Customer by Haha.
- 12.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lockout, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- 12.8 The failure by Haha to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Haha's right to subsequently enforce that provision.
- 12.9 These terms and conditions apply to each Customer once the Customer is made aware of them by email or by reference on any quotation, invoice or other form and the Customer then proceeds to place an order with Haha.
- 12.10 Section 12 of the Contract and Commercial Law Act 2017 applies to these terms and conditions for the purposes of clause 4.3.

13 Guarantee (if applicable)

- 13.1 The Guarantor unconditionally and irrevocably guarantees to Haha the due, punctual and proper performance by the Customer of all its obligations under these terms and conditions.
- 13.2 The liability of the Guarantor under clause 13.1 shall constitute a principal obligation of the Guarantor and such liability shall not be relieved or in any affected in a manner prejudicial to Haha by any granting of time, waiver or forbearance to sue by Haha or by any other act, omission, matter, circumstance or law whereby the Guarantor as a surety only would, but for the provisions of this clause, have been released from liability.