

Terms & Conditions– Effective 2021 End consumer - personal wine delivery

In these Terms and Conditions (“Terms”) we refer to personal users of our services (end consumers) as "you" or "your" and Wine Export Marketers Int Ltd (WEM) t/a nzwinehome as "us", "we" or "our". By using WEM international delivery services you are deemed to have accepted and agreed to the terms and conditions as outlined within this document.

1. GENERAL These Terms are important. You should ensure that you have read them thoroughly prior to proceeding with using our international delivery services. Of particular importance, please note:

a.) NZWH services are strictly for the delivery of personal wine only. This specifically excludes wine delivery of any commercial nature.

b.) In all situations, international wine delivery services are provided on the basis that WEM is acting as agent, for and on behalf of the legal owner of goods.

1.2 These Terms apply to and govern all international delivery transactions submitted to the nzwinehome website.

1.3 We may change these Terms from time to time

2. DEFINITIONS

2.1 In these Terms unless the context otherwise requires: "information" means all information supplied by you to us via the website or otherwise and includes, for example, your name, the customer or recipient's name, contact details, credit card details and your payment and transactions history; "GST" means goods and services tax chargeable or for which a person may be liable under the Goods and Services Tax Act "WET" means Wine Equalisation Tax as defined by the Australian Wine Equalisation Tax Act 1999 "services" means all export services provided by us and our website; "website" means our website, accessible via the www.nzwinehome.co.nz domain name.

3. ORDER SUBMISSION

3.1 In submitting orders to WEM you agree that:

(a) you are providing a warranty to us that the receiver is legally entitled to receive deliveries of alcohol in the form of wine under the local laws of the destination country.

(b) you indemnify us against any liabilities and issues that result from a wine delivery that is received and misused by someone under the age of the local alcohol laws of their destination country.

(c) you agree that WEM is not liable or responsible for any costs associated with failed delivery due to age issues.

3.2 All wine prices submitted must be the actual, genuine, transaction price that you as the customer have paid to purchase your wine, and you warrant that this is the case.

3.3 We are not liable for any Customs issues (NZ or Destination) that relate to false or incorrectly declared wine prices.

3.4 when you submit an international delivery service order you are appointing WEM to act as your agent, for and on behalf of the legal owner of goods.

4. PRICE

4.1 We reserve the right to vary our prices and where possible we will provide prior notice.

4.2 During the online order submission process wine values are entered on an equivalent of the inclusive of NZ GST price. Our website then automatically calculates the correct zero rated price.

4.3 WET-All wine delivered to Australia is subject to WET payment.

4.4 We reserve the right to make price amendments subsequent to receiving the online order submission. In particular, incorrect calculations of destination taxes and oversized bottles may require price amendments. We will endeavour to contact you for approval prior to making any price amendments. If unsuccessful in the communication process we will proceed using our best judgment and you agree to accept such price amendments made.

4.5 Mistakes in price arising from computer error. In the event that computer error results in a material misstatement of the price of your order we may, prior to your receipt of the order or at any time thereafter, require that you pay us the difference between the amount actually paid by you in respect of your order and the correct amount payable.

4.6 In the event that we become aware of any misstatement prior to delivery, we will make reasonable endeavours to contact you and advise you accordingly.

5. INTERNATIONAL DELIVERY & TRANSIT

5.1 We will use our best endeavours to deliver within our advertised delivery time frames. We are not responsible for any failure to deliver or delay in delivery caused by any event outside of our reasonable control.

5.2 Delivery is deemed to be complete when the order is received at the address you have specified for delivery. You are required to notify us within 10 days from the date of delivery if you are concerned about the quality/condition of received product.

6. PAYMENT TERMS

6.1 Payment at point of order submission is only by company credit card. Where applicable WET is also applied/charged directly to credit card payments.

6.2 Credit card holders agree to indemnify us against any default by the credit card company.

6.3 Generally our system will debit the nominated credit card once for the entire value of the transaction. We reserve the right to apply further fees against the nominated credit card if price amendments are required. Details of 'price amendment' procedures are contained within clause 4 of these Terms.

6.4 Credit card security. Payment details have the security offered by Paystation Limited, a fully AIS PCI DSS compliant Paymark Certified Solutions Provider (CSP), using 128-bit SSL encryption. Credit Card or Pago Wallet details will be sent directly to the acquiring institution for processing. No card or wallet data is available to or used by the merchant. You will be issued with a receipt number at the end of your transaction.

7. INSURANCE

7.1 Our advertised delivery prices include insurance that covers the events of breakage, or loss/non delivery. All other risk remains with you. Lost or damaged wine (by breakage) during the delivery process will be refunded by mutual agreement.

7.2 Our insurance does not cover any real or perceived damage/stress to wine quality due to heat or temperature issues. We use every care during the delivery procedure to reduce the risk of heat-damage including specialist packaging, temp controlled storage (where possible) and rapid movement through transit points. At our discretion we may cover the cost of refunding or replacing wine that we are satisfied has incurred genuine heat damage or stress during delivery.

8. CANCELLATION AND RETURN

8.1 After you have submitted your order you may not cancel the order without our consent.

8.2 We will not consent to cancellation if we have processed the order beyond NZ borders.

9. USE OF YOUR INFORMATION

9.1 Your use of our website will generate certain information that will be recorded electronically by us. Information of this type may include, for example, your IP address, your usage statistics, etc. We may record your contact details, credit information and any related personal details that you supply or that we obtain independently.

9.2 You acknowledge that we, our employees, carriers, contractors and agents may use or disclose any of the information identified in the previous paragraph for purposes connected with the supply of our services to you.

9.3 Unfortunately, no data transmission over the internet can be guaranteed as totally secure. Whilst NZWH strives to protect such information, we do not warrant, and cannot ensure complete security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

10. CONSENT TO RECEIPT OF ELECTRONIC MESSAGES

10.1 You agree that you expressly consent to your inclusion in our direct marketing database and accept that you may, as a result, receive regular electronic communications and promotional communications from us. You have the right to ask us at any time to stop sending online communications and promotional offers to you.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 We own, control or have the right to use and provide the website and all content on the website, including text, images, articles, photographs, illustrations, audio and video clips. You may electronically reproduce and store the content of the website solely for the purposes of viewing, using the services or saving website content, for your own use. You may not display or distribute the content of any part of the website or its content in public, including any reproduction in any form on the Internet, without our express permission.

11.2 Any infringement of our intellectual property rights will be fully enforced under New Zealand law.

12. EXCLUSION OF LIABILITY

12.1 Except as expressly provided in these Terms, under no circumstances will WEM, its employees or its agents be liable to you in contract, tort, equity, statute, regulation or otherwise for any loss, damage, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by you, or by any other third party, whether direct or consequential (including, but without limitation, any economic loss or other loss of turnover, profits, business or goodwill) arising out of the services supplied by us pursuant to an order placed with us, whether on our website or otherwise. If you are using the website and our services for a business purpose, you agree that the Consumer Guarantees Act 1993 does not apply. All other warranties, descriptions, representations and conditions as to fitness, suitability for any purpose or specific conditions, even though such conditions may be known to NZWH, whether express or implied, and whether statutory or otherwise, are expressly excluded to the maximum extent permitted by law.