

"GENERAL TERMS AND CONDITIONS OF CONTRACT" for Charbella Imports Ltd "vendor"

Unless otherwise expressly agreed all sales of the vendor's products are made on the following terms and conditions:

1. Definitions

- 1.1 "Vendor" shall mean Charbella Imports Ltd or any agents or employees thereof.
- 1.2 "Customer" shall mean the customer, any person acting on behalf of and with the authority of the customer, or any person purchasing products and services from the vendor.
- 1.3 "Goods" shall mean:
 - 1.3.1 All goods supplied by the vendor to the customer; and
 - 1.3.2 All inventory of the customer that is supplied by the vendor.
- 1.4 "Price" shall mean the cost of the goods as agreed between the vendor and the customer and includes all disbursements eg charges the vendor pays to others on the customer's behalf subject to clause 4 of this contract.

2. Acceptance

- 2.1 Any instructions received by the vendor from the customer for the supply of goods shall constitute a binding contract and acceptance of the terms and conditions contained herein.

3. Collection and Use of Information

- 3.1 The customer authorizes the vendor to collect, retain, and use any information about the customer, for the purpose of assessing the customer's credit worthiness, enforcing any rights under this contract, or marketing any goods provided by the vendor to any other party.
- 3.2 The customer authorizes the vendor to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

4. Price

- 4.1 Where no price is stated in writing or agreed to orally the goods shall be deemed to be sold at the current amount as such goods are sold by the vendor at the time of the contract.
- 4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the goods that is beyond the control of the vendor between the date of the contract and the delivery of the goods.

5. Payment

- 5.1 Payment for goods shall be paid in full on or before the 20th day of the month following the date of invoice.
- 5.2 Interest may be charged on any amount owing after the due date at a rate of 2.5% per month or part month.
- 5.3 Any expenses, disbursements and legal costs incurred by the vendor in the enforcement of any rights contained in this contract shall be paid by the customer, including any reasonable solicitor's fees or debt collection agency fees.
- 5.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- 5.5 A deposit may be required.

6. No Supply to Minors

- 6.1 The customer undertakes not to sell R18 related products to persons under the age of 18 years or to allow (knowingly or unknowingly) the sale of such products to persons under 18 years by agents or representatives of the customer.
- 6.2 The customer will administer and enforce a system of age verification which requires the purchaser to produce legally recognisable proof-of-age documentation (ie Passport, NZ Drivers Licence, or HANZ 18 Plus Card) at the point of sale.

7. Responsible Practices

- 7.1 This clause has been removed

8. The Personal Properties Securities Act 1999, Title and Risk

- 8.1 Title in the products does not pass in any circumstance until payment of the purchase price and all other amounts is made in full in respect of those products. It is expressly agreed that title to the products does not pass upon delivery or the giving and taking of possession and the vendor reserves the right to recover possession of the products and to enter upon the customer's premises without notice for such purpose in the event of any default in payment. The customer grants to the vendor a security interest in all goods supplied under this contract, and their proceeds. At the request of the vendor, the customer will execute any documents and do anything else the vendor requires to ensure that the security interest created under these terms and conditions constitutes a first ranking perfected security over the goods and their proceeds of sale and the customer will supply all information the vendor requires to complete the financing statement or a financing change statement. The customer waives any right to receive a verification

statement under the Act. The vendor and the customer agree that sections 114(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125, 126, 127, 129, 131, 133 and 134 of the Personal Properties Securities Act 1999 do not apply to the security created by these terms and conditions.

- 8.2 Notwithstanding that title does not pass, risk in the product passes upon the product being uplifted by or dispatched to the customer even if payment has not been made in full.

9. Warranties

- 9.1 No warranties, representations or guarantees are given, made or implied in respect of the products except as stated herein or as may be required or implied by law.
- 9.2 The customer is deemed to have accepted each order unless written notice of any shortage, defect, or other reason for non-acceptance is given within 5 days of the date of delivery. Liability in such circumstances is limited where appropriate to the replacement of missing or defective products or the refund of an appropriate portion of the purchase price at the option of the vendor.
- The customer relies upon its own inquiries and examination of the products and upon such independent advice or consultation as the customer may require for that purpose and purchases the products upon the customer's own independent knowledge, skill and judgement, particularly as to the particular use or suitability of the products for the customer's purposes and to all other characteristics and specifications of the products.
- 9.3 Where the goods or services supplied are for the purpose of a business, the customer acknowledges that the guarantees in the Consumer Guarantees Act 1993 do not apply.
- 9.4 Where the products have been manufactured by the vendor then the vendor will manufacture the products to a good standard using materials, parts and workmanship of good standard. No responsibility is accepted for defects in materials, parts or workmanship in products manufactured by other parties.
- 9.5 The vendor is not responsible for failure or deterioration of the products where the products have been affected by improper handling or storage, contamination or other adverse conditions, alteration or interference by other parties, the use or application of the products outside the normal or intended purposes of the products or outside the directions or limitations imposed by the manufacturer, supplier or vendor or otherwise in an improper or abnormal manner or circumstances outside the control of the vendor.
- 9.6 Except where the Consumer Guarantees Act 1993 applies it is expressly agreed that the vendor is not liable for any consequential or economic loss arising from any defect in products or otherwise in respect of the products or any failure to deliver (whether or not arising from the supplier's negligence) and the customer shall protect the vendor from any claim or demand from other parties in respect of the use or application of the products by the customer or subsequent purchasers or users of the products.
- 9.7 The vendor is not liable for any amount which exceeds the purchase price or other amounts actually paid for the products by the customer.

10. Intellectual Property Rights

- 10.1 The customer does not, by reason of the purchase of the products, acquire any rights to the copyright, patent, trademark, design, and other intellectual property rights held by the vendor therein.
- 10.2 No liability is accepted for products which have been manufactured under the directions or specifications of the customer and the customer shall protect the vendor from any claims for infringement of the intellectual property rights of third parties which might result. Where the manufacture is at the request of the customer, copyright in the product remains the property of the vendor and the purchaser may use the article as licensee.

11. Disputes

- 11.1 No claim relating to goods will be considered unless made within thirty (30) days of delivery.
- 11.2 Only goods in undamaged resalable original condition will be considered for return. The customer is responsible for all costs associated with the return of goods including delivery and insurance. A restocking fee of up to 15% of the price of the goods may be charged.

12. General

- 12.1 The sale of the products shall be limited to the manufacturing capacity of the vendor, the availability of materials, components and labour, the ability to source the products from the manufacturer or supplier, and to other circumstances outside the reasonable control of the vendor.
- 12.2 The sale of the products to the customer is on a non-exclusive basis and the vendor has the right to sell the products to other parties at such prices and terms of sale without limitation on each occasion.
- 12.3 If the customer defaults in payment or in any other terms or conditions in the sale of the products, or is placed in receivership, wound up, declared bankrupt, or otherwise become insolvent, or if any of such events be seen as imminent or inevitable by the vendor then in addition to any other rights or remedies the vendor reserves the right to demand the immediate payment of the purchase price and other amounts then unpaid even if not otherwise due for payment and to cancel or suspend the completion of the sale of the products or other orders of the customer not then completed.
- 12.4 The customer shall ensure, where it is lawful to do so, that in its own terms of trade it excludes liability both to itself and to the vendor under the Consumer Guarantees Act 1993.

- 12.5 The above terms and conditions have effect except as expressly modified or inconsistent with any other express terms and conditions made between the vendor and the customer from time to time in respect of sales of the products.
- 12.6 Failure by the vendor to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any the rights or obligations the vendor has under this contract.
- 12.7 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.