

## Terms & Conditions

### 1 Definitions

"Customer" - Any person or entity who orders products whether online or offline.

"Te Motu" – Waiheke Vineyards Limited.

"Product" or "Products" - Products offered on the Te Motu website

"Force majeure" - Fire, unforeseeable accident, act of God, natural disaster, any law/order/proclamation/regulation/demand or requirement of any government or government agency (including local government), strikes, labour disputes, electricity or communication failures or any other cause that is beyond the reasonable control of Te Motu Ltd "The website" - The Te Motu Online Wine Sales website for New Zealand only.

### 2 Application of Terms and Conditions

(a) These terms and conditions apply to any contract between Te Motu and the customer in which the customer purchases a Wine product online or offline.

(b) These terms and conditions prevail over any other purported contract between the parties (whether written or verbal) and (where permitted by such act or regulation) any act or regulation of Parliament.

(c) Te Motu may vary these terms and conditions at any time without notice.

### 3 Licensing/Sale of Liquor Act

(a) Te Motu warrants that it is the holder of an 'off' licence as defined in the Sale of Liquor Act, and as such is legally authorised to promote and deliver wine for sale by mail order.

(b) The customer warrants that they comply with all the conditions imposed in the Sale of Liquor Legislation as to fitness to purchase including that they, or the recipient of a gift sent through the Te Motu mail order, are aged 18 years or over. Proof of age may be required to be produced on delivery.

#### Our Off License

### 4 Security

(a) Te Motu will take all reasonable steps to prevent any unauthorised entry into the Te Motu data-base. However, Te Motu will not be liable for any loss to a customer where a third party has gained unauthorised access to a customer's information held by Te Motu.

(b) The measures Te Motu uses to keep customers information secure are:  
The encryption transfer of personal data placed onto the website by the customer.

Once the customer's personal data is received it will be stored on a secure server protected by firewalls to try and prevent unauthorised access from the internet.

(c) Te Motu will not be responsible for any loss, costs, or expenses either directly or indirectly incurred by a customer or as a result of the customer using the website. The customer uses this website and the on-line forms at the customer's risk.

## 5 Privacy

(a) The customer authorises Te Motu to collect information about the customer from any relevant source (including the on-line forms).

(b) Te Motu agrees only to use personal information collected about a customer for the purposes of:

completing transactions with the customer

carrying out credit checks on the customer

checking the online service effectiveness through demographic surveys

enforcing Te Motu's contractual rights against the customer

promoting Te Motu's activities.

(c) The customer acknowledges that Te Motu will provide its employees and/or agents with the customer's personal information to enable Te Motu to deliver products to or on behalf of the customer.

(d) Te Motu will provide the customer with access to the information held by Te Motu in relation to that customer.

(e) Te Motu shall hold customer information in accordance with the Principles of the Privacy Act and no customer information shall be disclosed to any third party (other than in accordance with clause 5(c) above) to any third party without the permission of the customer.

## 6 Availability of Product

(a) The website will show the range of products available to the customer online. However, due to the seasonal nature of the products offered by Te Motu, the customer acknowledges that there may be limited numbers of each type of product available.

(b) Te Motu reserves the right to restrict the numbers of products available to an individual customer when available quantities are limited. Te Motu will give preference to those customers with regular standing orders.

(c) Te Motu will advise the customer of its inability to fulfil the customer's order as soon as reasonably possible.

(d) Te Motu does not accept liability to the customer as a result of product unavailability.

(e) Customers who do not have access to the web-site will be advised of the range of products available and of the price either when ordering (if ordering by phone) or when the order is confirmed (if ordering by fax).

## 7 Price

(a) The price of any product ordered by the customer shall be as per the price stated on the website at the time of the customer's order or the price advised to the customer as per clause 6(e) above.

(b) Te Motu reserves the right to vary the price of each product from time to time. Any price variations will be shown on the website and on the online order form.

(c) All prices are in New Zealand currency and are inclusive of GST but are subject to variation insofar as Government charges and levies, such as excise and the ALAC levy, can be altered at the Government's discretion.

## 8 Payment

(a) Te Motu proposes that payment may be made either by credit card (VISA /MASTERCARD) or cheque. When placing an order for an account the customer will be required to indicate their preferred method of payment.

(b) Te Motu reserves the right to require an alternative method of payment to the customer's preferred choice.

(c) Te Motu reserves the right to vary the method of payment by a customer for any reason.

## 9 Warranties

(a) Except as provided in the Consumer Guarantees Act 1993 and in the guarantee with respect to quality in clause 13 of these terms and conditions, no warranty, description, representation or advice given to the fitness or suitability for any purpose, tolerance to any conditions, similarity to sample, merchantability or otherwise are made by Te Motu in relation to product available for purchase on the website.

(b) The customer expressly acknowledges and agrees that Te Motu has no obligation or liability for any advice given concerning the products and they are accepted by the customer at the customer's risk.

## 10 Intellectual Property

All right, title and interest in any intellectual property in relation to all aspects of the Te Motu website and its elements shall at all times remain the property of Te Motu.

## 11 Force Majeure

Te Motu be excused from its obligation to a customer when Te Motu is prevented from performing its obligations by an occurrence of "force majeure".