

## Terms and Conditions of Sale

### Interpretation

1. In these terms and conditions:  
“**Amount Owing**” means, at any time, the unpaid price charged by the Seller for the Goods, and any other sums which the Seller is entitled to charge under these terms and conditions or which are otherwise owing by the Purchaser to the Seller (in whatever capacity).  
“**Goods**” means all goods supplied from time to time by the Seller to the Purchaser  
“**Purchaser**” means the person or organisation named on the front page of these terms and conditions, and includes that party’s permitted successors and assigns.  
“**Seller**” means Il Forno Limited
2. Unless the context requires otherwise, words and phrases have the meanings given to them in, or by virtue of, the Personal Property Securities Act 1999.
3. Headings are used as a matter of convenience and shall not affect the interpretation of this agreement.

### Orders

4. Bread orders must be placed no later than 5:00pm on the day before the Goods are required. Any orders placed after this time will be accepted on a “best efforts” basis only.
5. Certain products may require additional notice to produce.

### Price

6. Goods will be invoiced at the Seller’s current price as at the date of the invoice.

### Taxes and Duties

7. Unless expressly included in any quotation given by the Seller, sales taxes, goods and services and other taxes and duties assessed or levied in connection with the supply of the Goods to the Purchaser are not included in the price and are the responsibility of the Purchaser.

### Delivery

8. The Seller reserves the right to charge a fee where the Purchaser requests delivery. The current fee schedule is as follows:
  - a. For orders under \$20.00 (ex GST) : \$5.00
  - b. For orders under \$40.00 (ex GST) : \$3.00
  - c. All other orders : \$1.00
9. Out of concern for the environment, the Seller employs reusable delivery cartons. Where such cartons are not returned or are damaged by the Purchaser other than due to normal wear and tear, the Purchaser may be charged at a rate of \$3.50 (exclusive of GST) per carton.
10. Damaged, missing or short orders must be notified to the Seller within 48 hours of delivery, quoting the invoice or packing slip number and date of delivery.
11. The Seller may, in its sole discretion, replace the damaged or missing product or refund all or part of the purchase price of the Goods.

### Payment

12. Full payment is due seven days after delivery of the Goods, or as otherwise agreed in writing by the Seller.
13. Payment for the Goods is required by the due date and the time for payment shall be an essential term of this agreement.
14. The Purchaser may not withhold payment or make any deductions from or set off any amount against any Amount Owing without the Seller’s prior written consent.
15. Receipt of a cheque or other negotiable instrument by the Seller will not constitute payment and the Purchaser remains liable for the Amount Owing until such cheque or negotiable instrument is paid in full.
16. The Seller may, in its sole discretion, make the provision of any credit conditional upon the execution of a Direct Debit authority.

### Overdue Accounts

17. If the Purchaser does not pay the Amount Owing by its due date, the Seller may charge the Purchaser interest at 2% per month, and any discounts may be disallowed.
18. The Seller reserves the right to withhold delivery of any goods ordered by the Purchaser if any Amount Owing remains unpaid beyond its due date.
19. The Purchaser is liable for all costs incurred in the collection of overdue amounts on a solicitor and client basis.
20. In the event that any account is suspended for non-payment, the Amount Owing will become immediately due and payable in full.

### Limits of the Seller’s Liability

21. Regardless of anything to the contrary in these terms, to the extent that the Purchaser acquires Goods from the Seller for the purposes of the Purchaser’s business, the Purchaser and the Seller hereby agree that the provisions of the Consumer Guarantees Act 1993 shall not apply.
22. The liability of the Seller to the Purchaser shall not in any case exceed the purchase price of the Goods in respect of which such liability arises.
23. The Seller will have no liability for damages or consequential loss to the Purchaser.
24. These Terms of Sale do not exclude, restrict or modify the application of any provision of the Fair Trading Act 1986 or the Consumer Guarantees Act 1993 or any other relevant New Zealand legislation which by law cannot be excluded, restricted or modified.

### Use of Information

25. The Purchaser irrevocably authorises the Seller to receive, use and disclose information about the Purchaser from the Purchaser or any other person (including any credit or debt collection agency) to assist credit approval, debt collection and/or management of any credit facility granted to the Purchaser.
26. The Purchaser must promptly notify the Seller of any adverse change to its financial position.

### Changes to Terms and Conditions of Sale

27. The Seller reserves the right to review any of these terms and conditions at any time and from time to time.
28. The Seller may notify the Purchaser of any changes by writing to the Purchaser’s last known address and/or by publishing such changes on the Seller’s website.

### Miscellaneous

29. Except as expressly provided herein, the terms and conditions contained herein constitute the entire agreement between the parties and no amendment or variation shall be of any force and effect unless in writing and signed by both the Seller and the Purchaser.
30. The rights, powers and remedies provided for in these terms and conditions are in addition to and do not limit or exclude any right, power or remedy available to the Seller by law.
31. No waiver by the Seller in respect of any breach by the Purchaser shall operate as a waiver in respect of any subsequent breach.

### Governing Law

32. The laws of New Zealand shall govern the validity, interpretation, construction and performance of this Agreement.

### Severability

33. If any provision of this Agreement is deemed to be illegal, invalid or unenforceable by a court of competent jurisdiction, the enforceability or effectiveness of the remainder of the agreement shall not be affected and this agreement shall be enforceable without reference to the unenforceable provision.