

Gilmours Cash'n Carry Terms of Trade

August 2020

1. References to "Gilmours" or "us" or "we" in these Terms is to the company noted in the header above, which owns and operates the Gilmours store you signed this document with. References to "you" in these Terms are to the Customer entity noted above.
2. All prices exclude GST and are subject to change without notice. All Cash'n Carry purchases are to be paid in full at the time of purchase without exception, via a payment method acceptable to us. Your terms with us are confidential. If you want to obtain credit from Gilmours, you must apply for a credit account under separate Terms of Trade. Risk and ownership of any goods we supply to you passes to you at the point that full payment is made for the goods.
3. You agree to co-operate fully with us if we or Foodstuffs North Island Limited (Foodstuffs) decide or are required to recall goods supplied to you.
4. Your personal information will be collected, used, stored and disclosed in accordance with the Gilmours Privacy Policy, available at <https://www.gilmours.co.nz/assets/Updated-Gilmours-Privacy-Policy-Final-August-2020.asd.pdf>
5. You are responsible for ensuring your Gilmours' card and account details are not provided to any person other than those authorised by you or your organisation. You are liable for all purchases on your Gilmours account.
6. You warrant that all of your purchases from Gilmours are for the purposes of or use by a business, company, club, institution, charity or community group. We may refuse any application for a Gilmours Cash'n Carry account. We may also, at our discretion, suspend or terminate your account at any time for any reason including where false or misleading information has been provided in an application form, or you have behaved in a fraudulent or dishonest manner, or otherwise than in accordance with these Terms.
7. To the extent permitted by law: (a) Gilmours excludes all guarantees, warranties and conditions implied by the Consumer Guarantees Act 1993, the Contract and Commercial Law Act 2017 or otherwise; (b) Gilmours does not warrant that any goods it sells will meet any specification or be fit for a particular purpose; and (c) Gilmours is not liable for any indirect

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or consequential loss, or loss of business, profits or goodwill in connection with supply of goods under these Terms.

8. You consent to receiving promotional material, special offers and other commercial messages or information from Gilmours or Foodstuffs by email or text/SMS.
9. Gilmours may change or replace these Terms at any time immediately by notice in writing or email to you, or by posting updated or new Terms on a Foodstuffs website.
10. Gilmours may assign, novate or transfer any of its rights or obligations under these Terms to any third party following notice to you in writing or by email.
11. For the purpose of section 12 of the Contract and Commercial Law Act 2017, the provisions contained in this agreement that refer to Gilmours constitute promises that are intended to confer a benefit on and be enforceable at the suit of each Gilmours store.
12. The laws of New Zealand govern your use of Gilmours Cash'n Carry and these terms and conditions. Any legal action against us must be taken in a New Zealand court of law.

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