

Information for Customers

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Staff

| | | | |
|---------|--|-----|--------------|
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Placing Orders

Eligibility

To deal with Ingredient Techniques, a customer must demonstrate that they are a bonafide manufacturer of food products. To ensure we do not sell to our "customers' customers" we require that you open a Purchasing Account with us. Accounts which provide credit require a much more rigorous credit checking procedure.

Placing Orders

Orders may be placed by phone, fax, email or post. Orders from non-credit customers should be accompanied by payment. All orders are subject to Ingredient Techniques NZ Ltd's Terms Of Trade.

Please include your purchase order number, purchasing person, delivery and billing addresses, product codes and quantities and any special (such as date-specific) delivery instructions.

Delivery & Charges

We always try our best to accommodate your needs and in many cases, urgent deliveries can be arranged by contacting us. Deferred or date-specific deliveries can also be arranged. Please note that delivery times are subject to availability of stock, credit status and factors beyond our control.

Most products in stock are held by a third-party warehousing, distribution and logistics provider. Our standard delivery times for this stock is :

| | | |
|---|-----------------------|----------------------------------|
| Auckland Region | Orders placed by 2pm | Delivered by 12pm next day |
| North Island | Orders placed by 12pm | Delivered by 12pm next day |
| Christchurch Region | Orders placed by 11am | Delivered by 12pm next day |
| South Island - <i>main destinations</i> | Orders placed by 1pm | Delivered before 4pm next day |
| South Island - <i>Te Anau, Wanaka, West Coast</i> | Orders placed by 1pm | Delivered by 12pm day after next |

Paying Your Account

You may post us a company cheque or a bank cheque, or you may direct credit our bank account :
Ingredient Techniques NZ Ltd, National Bank of NZ. **A/C # 060287 0859364 00**

For "Cash" customers, we require cleared funds before goods are released. For "Seven Day" customers, we require payment on delivery. For our "20th Of Month Following" customers, we require receipt of payment no later than the 25th of each month.

Orders for accounts overdue will be held until payment is received and cleared.

Purchasing Account Application

Business Details

Registered Name : _____

Trading As (if different) : _____

GST # _____ Time in business (yrs) : _____

Previous business name (if current is under 2 years) : _____

Private Company Public Company Partnership Sole Trader

Contact Details

Postal Address : _____

Delivery Address : _____

Telephone : _____ Facsimile : _____

Email : _____

A/C payable person : _____ Telephone (DDI) : _____

Account Details

Account requested : Cash Seven Day 20th Of Month Following

Credit limit requested : _____ Office use : _____

Director's Details

First Name *Last Name* *Private Address*

Trade References (please list businesses you have traded with)

| <i>Company Name</i> | <i>Contact Person</i> | <i>Telephone</i> |
|---------------------|-----------------------|------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Ingredient Techniques NZ Ltd Declaration

Ingredient Techniques may use any personal information on this form for credit, administration, service and marketing purposes. You have the right to see, and to ask for correction of your personal information. You authorise any person or company to provide Ingredient Techniques with any information it may require in relation to your application for credit and the maintenance of your account.

Customer Declaration

I declare that I am authorised to provide the information I have given on this form, and that it is true and correct. I warrant that I am solvent and able to pay my debts as they fall due. I have read Ingredient Techniques' Terms Of Trade, and agree to be bound by them.

Name : _____ Signature : _____

Position : _____ Date : _____

Terms of Trade

Version 6.3 – June 2012

The terms of trade set out below govern all of the supplies of Products and Services from Ingredient Techniques New Zealand Limited ("Ingredient Techniques", "we", "us") to the customer ("you"). They will replace all earlier Ingredient Techniques terms of trade and any conditions contained in any document used by you and purporting to have contractual effect. Your acceptance of any Products from Ingredient Techniques indicates your acceptance of these terms of trade.

1.0 General

1.1 In these conditions, Supplier means Ingredient Techniques's suppliers; Products means goods or services of any kind which are supplied by Ingredient Techniques to you. Any variations to these terms must be previously agreed to in writing.

2.0 Price and Orders

2.1 Prices may be altered without notice.

2.2 Ingredient Techniques reserves the right to refuse to accept any order or any part of an order, and to deliver goods by instalments, in which case each instalment will comprise a separate contract and shall be paid for as if it were a separate order.

3.0 Risk and delivery

3.1 You are responsible for insurance and risk in the Products from the time they are received by a carrier for delivery to you or collected by you or your agent.

3.2 You agree to pay all delivery costs unless previously negotiated with us.

3.3 All claims for shortage or damage during delivery must be made to the carrier within 7 days of the date of delivery. Where goods appear to be damaged or missing you must contact the carrier and us immediately.

3.4 We will make every effort to ensure delivery of Products, or performance of services, is on time, but will not be liable to you for any loss or damage arising in any way from any delay in delivery or performance. Delay in delivery or performance does not entitle you to cancel any order.

3.5 Where you ask us to deliver goods directly to another person, that person takes possession of the goods for you as your agent, but you are still directly responsible to us under these terms of trade.

4.0 Payment

4.1 Unless we have agreed to extend credit to you, you must pay in cash before supply.

4.2 Where we have agreed in writing to extend credit to you, you must pay in full within 7 days of supply, or (only if we have agreed in writing) by the 20th of the month following the dispatch of an invoice. Your payment is made only when funds have fully cleared through the banking system into our bank account.

4.3 We have sole discretion to determine the amount of credit we will extend to you at any time.

4.4 You agree to pay for the Products in full without deduction or setoff and to pay goods and services tax and any other government duties, levies or taxes in respect of the Products.

4.5 If payment is not made in full by the due date, we are entitled to charge you interest on the unpaid overdue balance at the rate of 5% per annum above the current overdraft rate charged by our bankers, compounding monthly on the unpaid balance owing on the first day of each month until payment in full is received by us, and we may charge you costs (including collection costs and legal costs on a solicitor-client basis) and suspend delivery of further Products or performance of further services until the account is paid.

4.6 Notwithstanding clauses 4.2 and 4.3 above, all payments shall immediately become due to us if you refuse to accept delivery of any Products, if we reasonably believe that the information which you have given us in

your application for credit is incorrect or no longer correct and you have failed to give us correct information satisfactory to us within 5 days of our request, if you sell or otherwise dispose of any goods which have not been paid for without our consent, if you become insolvent, commit any act of bankruptcy, if a receiver, liquidator or statutory manager is appointed over any of your assets or undertaking, if you make or attempt to make an arrangement or composition with creditors, or if you fail to comply with any of the provisions of clause 6.

5.0 Property

5.1 Property and ownership in Products will not pass to you but will remain with us until we receive payment in full of the purchase price of the Products and all other amounts that you owe to us for any reason.

5.2 Until property passes to you, you shall hold any Products in trust as fiduciary bailee for us and/or our Supplier, and store them in a manner to enable them to be identified and cross referenced to particular invoices.

5.3 Where Ingredient Techniques reasonably believes you are or will be in breach of any part of clauses 4, 5 or

6 of these terms of trade, Ingredient Techniques or its agent may without notice enter any premises under your control to remove any Products which are the property of Ingredient Techniques, using such force as is necessary, and without prejudice to any other of Ingredient Techniques's rights. You indemnify Ingredient Techniques against all costs and claims in respect of its exercise of rights under this clause 5.

6.0 Security interests

6.1 You agree that you will do all acts necessary and provide us on request all information we require to register a financing statement over the Products or their proceeds, and that you will advise us immediately in writing of any changes to that information. You waive all rights to receive a copy of any verification statement of a financing statement.

6.2 You agree that you will supply us, within 2 business days of our written request, with copies of all security interests registered over your personal property, and you authorise us as your agent to request information from any secured party relating to any security interest which is held in any personal property which is or has been in your possession or control.

6.3 You agree that we may require you to pay all reasonable costs, including legal costs on a solicitor-client basis, associated with the discharge or amendment of any financing statement registered by us, whether or not the change was initiated by you.

6.4 If we repossess goods under this agreement, we may retain those goods or dispose of them without notice or statement of account to you or any other person, and, after deducting reasonable costs of sale, we may credit any surplus by way of setoff against any sums owing to us. We will not be obliged to resupply any repossessed inventory.

6.5 You authorise us to search the Personal Property Securities Register at any time for any

information about you or (if you are a company) your parent or associated companies.

7.0 Returns

7.1 You acknowledge and agree that returns shall only be accepted by us in accordance with our returns policy as notified to you from time to time, and that you may receive a credit for goods returned only if we have consented in writing.

8.0 Warranties

8.1 Goods are subject to the manufacturers' warranties only. We will pass on the benefit of those warranties to you, without being directly liable to you under any warranty.

8.2 Where goods are subject to a return to base warranty, you are responsible for returning them to us or the manufacturer (as provided by the warranty) and you may be responsible for additional costs including (but not limited to) freight.

8.3 Any warranty may be voided by damage to or misuse of the product, or problems caused by inadequate packaging or storage.

9.0 Obligations to suppliers

9.1 We may impose certain conditions on you from time to time where our suppliers require us to do so.

10.0 Limitation of liability

10.1 The provisions of the Consumer Guarantees Act shall not apply to any supply of Products to you, and the conditions, warranties and guarantees set out in the Sale of Goods Act 1908 or implied by common law will not apply and are excluded from these terms of trade.

10.2 Ingredient Techniques' maximum liability to you shall be limited to the value of any faulty Products or services supplied, and Ingredient Techniques and its employees, contractors and agents, any manufacturers of the Products or any of their materials or components, will not be liable to you for loss or damage of any kind however that loss or damage is caused or arises. This exclusion of liability includes, but is not limited to, costs (including costs of returning Products to Ingredient Techniques or to any manufacturer), consequential loss, loss of profits and damage caused by or arising from delays in manufacturing or delivery, unreasonable use, negligence (including a failure to do something which should have been done or to prevent something from happening), faulty specifications and design, and faulty materials, components, manufacture or compilation of the Products.

10.3 We will not be liable to you for any losses caused by events beyond our reasonable control. We will not be required to settle a strike or lockout or other industrial disturbance against our wishes in order to benefit from this clause.

11.0 Your further obligations

11.1 Where you purchase any Products from us for resupply as, or incorporation into, goods or services ordinarily acquired for personal household or domestic use or consumption ("Consumer Products") you warrant that:

(a) if you supply the Consumer Products directly to an end user/consumer you will do so using terms and conditions of supply which exclude liability for any claims under the CGA; and

(b) if your customer acquires the Products for resupply, you will ensure that your customer and each person in the distribution chain will exclude liability in its contract for supply for any claims under the CGA, but in each case only where the end user/consumer acquires the Consumer Products for business purposes, and you agree to indemnify us and our Suppliers against any failure by you, your customers or any person in the distribution

chain to properly contract out of liability to business end users/consumers under the CGA.

11.2 You indemnify us against all costs (including legal costs on a solicitor and own client basis) expenses, losses, damages or claims arising in any way as a result of your failure to comply with any part of these terms of trade.

12.0 Intellectual property and Confidentiality

12.1 All intellectual property shall remain the property of Ingredient Techniques or any Supplier entitled to it, and neither Ingredient Techniques nor its Suppliers transfer any right, title or interest in the intellectual property to you.

12.2 You must not use any trademarks which are the property of Ingredient Techniques or its Suppliers, or any similar words or marks, or any combination of words which includes any of those trademarks or any similar words or marks, except to the extent authorised by Ingredient Techniques in writing.

12.3 You agree to dispatch the Products only under the trademarks under which they are supplied by Ingredient Techniques, and under no circumstances shall you apply any of the trade marks to any product which is not a genuine branded product supplied to you by Ingredient Techniques.

12.4 You must not cause or permit anything which may interfere with, damage or endanger the trademarks or other intellectual property rights of Ingredient Techniques or its Suppliers, or assist or allow others to do so.

12.5 You must advise Ingredient Techniques immediately when you become aware of any unauthorised use or attempted use by any person of the trademarks or other intellectual property rights of Ingredient Techniques or its Suppliers.

12.6 You may not register a business name incorporating the words "Ingredient Techniques".

12.7 If your account with Ingredient Techniques is terminated, you must immediately discontinue use of any of the trade marks which are the property of Ingredient Techniques in any sign, or advertising and thereafter you shall not use those trademarks directly or indirectly in connection with your business.

12.8 You agree to ensure that all Confidential Information given by Ingredient Techniques to you is made available to your employees only on the basis that those employees at all times maintain strict confidentiality.

12.9 This clause 12 shall survive the termination of the Agreement.

13.0 General

13.1 Ingredient Techniques reserves the right to change these terms of trade from time to time.

13.2 If Ingredient Techniques fails to enforce any terms or to exercise its rights under these terms of trade at any time, Ingredient Techniques has not waived those rights.

13.3 If any provision of these terms of trade is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect and the parties shall adjust their respective rights and obligations in accordance with the spirit and intent of the parties as shown by these terms of trade.

13.4 This agreement is governed by the laws of New Zealand and any dispute under it shall be subject to the exclusive jurisdiction of the Courts of New Zealand.