

These Terms of Trade apply to trade, wholesale, stockist, foodservice and other business-to-business sales by Ecowild Limited trading as Wild West Gourmet, unless the Company agrees otherwise in writing.

1. Definitions

In these Terms, unless the context requires otherwise:

- Company, we, us or our, means Ecowild Limited trading as Wild West Gourmet.
- Buyer, you or your means the person, business or organisation ordering or buying Goods from the Company.
- Goods means all products supplied by the Company, including sauces, relishes, chutneys, salts, merchandise, EcoWild products and any other items supplied from time to time.
- Contract means the agreement between the Company and the Buyer for the supply of Goods, including these Terms, any accepted quote, order confirmation, invoice and any written variations agreed by the Company.
- Price means the price for the Goods stated in the Company's current price list, quote, order confirmation or invoice.
- In trade has the meaning given to that phrase under New Zealand consumer and commercial law.

2. Orders and acceptance

- A Buyer may place an order by email, online ordering platform, approved stockist portal, written purchase order, telephone or any other method accepted by the Company.
- An order is not binding on the Company until the Company accepts it, confirms it, fulfils it, or issues an invoice for it.
- By placing an order, the Buyer confirms that these Terms have been read, understood and accepted. These Terms apply to the first order and every later order unless the Company agrees otherwise in writing.
- The Company may decline, cancel or vary an order where Goods are unavailable, an error has occurred, the Buyer's account is overdue, the Buyer has exceeded any credit limit, or supply would be unreasonable or impractical.

3. Quotations and pricing

- Any quote is valid for the period stated in the quote. If no period is stated, the quote is valid for 14 days from the date of issue.
- Unless stated otherwise, prices are in New Zealand dollars and exclude GST, freight, insurance, duties, levies and any other delivery-related costs.
- Prices may change without notice. The price payable is the price confirmed by the Company at the time the order is accepted.
- The Company may correct genuine errors or omissions in quotes, price lists, order confirmations or invoices.
- The Company may charge reasonable additional costs for special orders, urgent orders, changed specifications, custom work, returned payments, or any cost caused by the Buyer's instructions or delay.

4. Payment terms

- Unless the Company agrees otherwise in writing, payment is due within seven (7) days from the date of the Company's invoice.
- The Company may require payment before dispatch, payment on delivery, a deposit, or other payment arrangements at its discretion, including for new Buyers, special orders, large orders or overdue accounts.
- Payment must be made by direct credit to the Company's nominated bank account or by another method approved by the Company. Any bank fees, card fees or payment charges are the Buyer's responsibility unless the Company agrees otherwise in writing.
- The Buyer must pay the full invoiced amount without set-off, deduction, counterclaim or withholding, unless the Company has agreed to the deduction in writing.

5. Late payment and default

- If payment is not received by the due date, the Company may charge default interest on the overdue amount at 5% per annum, calculated daily from the due date until the date payment is received in cleared funds.
- The Company may invoice default interest weekly or monthly, or add it to the Buyer's account.
- The Buyer must pay all reasonable costs incurred by the Company in recovering overdue amounts, including debt collection costs, legal costs on a solicitor and own client basis, court costs and administration costs.
- If the Buyer is overdue, insolvent, subject to receivership, liquidation, administration, compromise with creditors, or the Company reasonably believes the Buyer may be unable to meet its obligations, the Company may suspend supply, cancel unfulfilled orders, reduce or withdraw credit, require payment in advance, and treat all amounts owing as immediately due and payable.
- Suspension or cancellation under this clause does not affect the Company's other rights and remedies.

6. Delivery, freight and risk

- Delivery dates and times are estimates only. The Company will use reasonable efforts to meet estimated delivery timeframes but is not liable for delay unless required by law.
- Freight, courier, postal, handling and insurance costs may be charged to the Buyer unless the Company agrees otherwise in writing.
- Risk in the Goods passes to the Buyer when the Goods are delivered to the Buyer, collected by the Buyer, or handed to the carrier for delivery to the Buyer, whichever occurs first.

- The Buyer is responsible for providing complete and accurate delivery details and for ensuring someone is available to receive the Goods where required.
- The Company is not responsible for loss, damage, delay or deterioration caused by incorrect delivery details, missed delivery, refusal to accept delivery, or failure by the Buyer to follow storage and handling instructions.

7. Inspection, shortages and damaged Goods

- The Buyer must inspect the Goods promptly on delivery.
- Claims for missing, damaged or incorrectly supplied Goods must be notified to the Company in writing within 48 hours of delivery, with supporting details and photographs where relevant.
- Claims for manufacturing defects must be notified to the Company in writing within seven (7) days of delivery, or as soon as the defect could reasonably have been discovered.
- The Buyer must keep any Goods that are the subject of a claim and must not dispose of, return or destroy them unless the Company agrees in writing.
- The Company may, at its option and where a claim is accepted, replace the Goods, credit the Buyer's account, refund the relevant amount, or otherwise remedy the issue as required by applicable law.

8. Storage, handling and resale

- The Buyer must store, handle, display and sell the Goods in accordance with all label instructions, food safety requirements, best-before dates, storage directions and any written instructions from the Company.
- The Buyer must not alter, relabel, repackage, dilute, tamper with or misrepresent the Goods without the Company's prior written consent.
- The Buyer must use reasonable first-in, first-out stock rotation and must not knowingly sell Goods that are damaged, contaminated, incorrectly stored, recalled, withdrawn, or past any best-before or use-by date.
- The Buyer must notify the Company promptly of any complaint, safety concern, suspected contamination, recall issue or regulatory enquiry relating to the Goods.

9. Reservation of title and PPSA

- Ownership and title in the Goods remain with the Company until the Buyer has paid in full all amounts owing to the Company for those Goods and all other amounts owed by the Buyer to the Company.
- Until title passes, the Buyer holds the Goods as bailee for the Company and must keep them identifiable, properly stored and insured where reasonable.
- The Buyer grants the Company a security interest in the Goods and their proceeds for the purposes of the Personal Property Securities Act 1999. The Buyer agrees that these Terms constitute a security agreement under that Act.
- The Buyer will do anything reasonably required by the Company to enable the Company to register, maintain, perfect and enforce its security interest, including providing accurate legal name, business number and contact details.
- To the extent permitted by law, the Buyer waives the right to receive a verification statement or financing change statement in relation to any registration made by the Company on the Personal Property Securities Register.
- If the Buyer sells the Goods before paying the Company in full, the Buyer does so as principal and not as agent of the Company, and holds the proceeds of sale on trust for the Company to the extent of the amount owing.

10. Returns and credits

- The Company does not accept returns for change of mind, slow-moving stock, over-ordering, incorrect ordering by the Buyer, or Goods that have been opened, used, altered, incorrectly stored or damaged after delivery.
- Any return requires the Company's prior written approval. Approval may be subject to conditions, including safe transport, unopened condition, batch traceability and return freight at the Buyer's cost.
- Nothing in this clause limits any remedy that cannot legally be excluded.

11. Warranties, Consumer Guarantees Act and Fair Trading Act

- The Company will comply with all obligations that apply to it under New Zealand law and that cannot be excluded or modified.
- Where the Buyer acquires the Goods in trade, the Buyer agrees that the Consumer Guarantees Act 1993 does not apply to the supply of the Goods to the maximum extent permitted by that Act, and the parties consider this fair and reasonable.
- Where both parties are in trade, the Goods are supplied and acquired in trade, and it is fair and reasonable, the parties agree to contract out of sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 to the extent permitted by section 5D of that Act.
- Except as expressly stated in these Terms or required by law, all warranties, guarantees, conditions and representations are excluded to the maximum extent permitted by law.
- The Buyer acknowledges that it has made its own assessment of the suitability of the Goods for its business purposes, customers and resale channels.

12. Limitation of liability

- To the maximum extent permitted by law, the Company is not liable for indirect, consequential or special loss, loss of profit, loss of revenue, loss of goodwill, loss of opportunity, or business interruption arising from or relating to the supply of Goods or these Terms.
- To the maximum extent permitted by law, the Company's total liability for any claim relating to Goods is limited, at the Company's option, to replacement of the affected Goods, refund of the price paid for the affected Goods, or credit of the price paid for the affected Goods.
- Nothing in these Terms excludes or limits liability where it would be unlawful to do so.

13. Intellectual property and brand use

- All trademarks, logos, product names, designs, recipes, labels, photographs, marketing materials and other intellectual property connected with Wild West Gourmet, EcoWild or the Company remain the property of the Company or its licensors.
- The Buyer may use Company-supplied brand assets only for the purpose of promoting and selling the Goods, and must follow any reasonable brand, labelling, pricing or promotional instructions provided by the Company.
- The Buyer must not register, copy, adapt, misuse or claim ownership of the Company's intellectual property.

14. Privacy and communications

- The Company may collect, hold and use the Buyer's business and contact information for account administration, order fulfilment, invoicing, credit control, delivery, product notices, recall notices, customer support and marketing communications relating to the Company's products and services.
- The Company will handle personal information in accordance with the Privacy Act 2020 and its privacy policy, where applicable.
- The Buyer must keep its contact, delivery, invoicing and account details up to date.

15. Force majeure

- The Company is not liable for delay or failure to perform where that delay or failure is caused by events beyond its reasonable control, including extreme weather, natural disaster, fire, flood, power outage, supply shortage, transport disruption, equipment failure, illness, pandemic, labour disruption, regulatory action or any other event beyond the Company's reasonable control.
- The Company may suspend, reduce, cancel or delay supply for the period affected by the event.

16. Variations

- The Company may update these Terms from time to time. Updated Terms apply to orders placed after the updated Terms have been provided to the Buyer, published on the Company's website, or otherwise brought to the Buyer's attention.
- No variation requested by the Buyer is binding unless agreed by the Company in writing.

17. Dispute resolution

- The parties will use reasonable efforts to resolve any dispute promptly and in good faith.
- A party raising a dispute must notify the other party in writing and provide reasonable details of the issue.
- Nothing in this clause prevents either party from taking urgent steps to protect confidential information, intellectual property, Goods, security interests, or debt recovery rights.

18. Governing law and jurisdiction

- These Terms and any Contract are governed by the laws of New Zealand.
- The parties submit to the non-exclusive jurisdiction of the New Zealand courts.
- The United Nations Convention on Contracts for the International Sale of Goods does not apply.

19. Acceptance

- The Buyer is deemed to have accepted these Terms when the Buyer places an order, accepts a quote, opens a trade account, receives Goods, pays an invoice, or otherwise continues to trade with the Company after these Terms have been provided or brought to the Buyer's attention.
- If there is any inconsistency between these Terms and the Buyer's purchase order, procurement terms or other documents, these Terms prevail unless the Company expressly agrees otherwise in writing.