



# FELTON ROAD

## Wine Deliveries Outside New Zealand

Our shipper, NZ Wine Home, use 8 & 15 bottle insulated shipping cases maximising the per bottle delivery cost. You are welcome to order 12 bottles but the same 15 bottle box is used therefore the delivery fee remains the same.

If your country is not listed below, please email the winery to enquire about prices at [wines@FeltonRoad.com](mailto:wines@FeltonRoad.com).

Prices are to your door and **fully inclusive** of destination country import taxes and insurance.

**PLEASE NOTE: Shipments of wine cannot be left without a signature.**

Destination	15 Bottles (NZ\$)	8 Bottles (NZ\$)
<b>Australia</b> Surcharge of \$30 per case for Tasmania. Delivery time approx 2-4 weeks.	\$130	\$115
<b>EU</b> Includes Austria, Belgium, Denmark, Finland, France, Germany, Italy, Netherlands, Portugal, Spain and Sweden. Delivery time approx 3-6 weeks.	\$355	\$270
<b>Hong Kong</b> Delivery time approx 2-4 weeks.	\$125	\$95
<b>Japan</b> Delivery time approx 2-4 weeks.	\$298	\$210
<b>Singapore</b> Delivery time approx 2-5 weeks.	\$288	\$235
<b>South Korea</b> Delivery time 7-10 days.	\$480	\$445
<b>Switzerland</b> Delivery time 7-10 days.	\$390	\$340
<b>UK</b> Surcharge of \$50 per case for Ireland, Northern Ireland, Channel Islands and outer islands. Delivery time approx 3-6 weeks.	\$305	\$220
<b>USA</b> Surcharge of \$95 per case for Alaska and Hawaii. Unable to deliver to Utah. Delivery time approx 3-6 weeks.	\$228	\$190

VOLUME DISCOUNTS: 2-3 cases - \$15 per case / 4 or more cases - \$25 per case

*To comply with various import duty and tax requirements, we are required to separate the delivery and tax charges from the wine, hence you will see two separate transactions on your credit card statement. The total amount charged is still exactly equal to the wine plus delivery.*

FELTON ROAD WINES LTD

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## **Consumer General Terms & Conditions – September 1st 2012**

Wine Export Marketers NZ Ltd (WEM) trading as; nzwinehome provides International delivery services to wineries, wine retailers and purchasers of New Zealand wine. In this agreement we refer to users of our services (customers & consumers) as "you" or "your" and Wine Export Marketers NZ Ltd (wem) t/a nzwinehome as "us", "we" or "our". Users of nzwinehome international delivery services accept and agree to the terms and conditions as outlined within this document.

### **1. GENERAL**

1.1 This agreement applies to all International delivery and export transactions submitted to the nzwinehome website and replaces all previous agreements between us.

1.2 We may change the terms of this agreement from time to time using the process set out in clause 16.

1.3 This agreement is important. You should ensure that you have read it thoroughly prior to proceeding with using our International delivery and export services.

### **2. DEFINITIONS**

2.1 In this agreement unless the context otherwise requires:

"agreement" means this agreement and includes any other terms incorporated into it by reference;

"information" means all information supplied by you to us via the website or otherwise and includes, for example, your name, contact details, credit card details and your payment and transactions history;

"GST" means goods and services tax;

"services" means all export services provided by us and our website;

"website" means our website, accessible via the [www.nzwinehome.co.nz](http://www.nzwinehome.co.nz) domain name.

### **3. ORDER SUBMISSION**

3.1 In submitting orders to nzwinehome you agree that;

(a) the receiver is legally entitled to receive deliveries of alcohol in the form of wine under the local laws of the destination country.

(b) you indemnify us against any liabilities and issues that result from a wine delivery that is received and misused by someone under the age of the local alcohol laws of their destination country.

(c) nzwinehome is not liable or responsible for any costs associated with failed delivery due to age issues.

### **4. PRICE**

4.1 Prices for international delivery service fees collected on our behalf by wineries & retailers (including destination taxes) are zero rated for NZ GST i.e. exclusive of GST. Zero rating of these services

is covered by Section 11A of the Goods and Services Tax Act 1985 under the specific provision section 11A (1) (a) and (d)".

4.2 Wine purchased from wineries and wine retailers is zero rated for NZ GST i.e. exclusive of GST Zero rating of these services is covered by section 11(1)(a) to (e) of the Goods and Services Tax Act 1985.

4.3 We will make every effort to keep our listed prices (as shown on our website) updated and current.

4.4 We reserve the right to vary prices, where possible we will provide prior notice.

4.5 We reserve the right to make price amendments subsequent to receiving the online

order submission. In particular incorrect calculations of destination taxes and oversized bottles may require price amendments. We will endeavour to contact you for approval prior to making any price amendments. If unsuccessful in the communication process we will proceed using our best judgment.

#### MISTAKES IN PRICE ARISING FROM COMPUTER ERROR

4.6 In the event that computer error results in a material misstatement of the price of your order we may, prior to your receipt of the order or at any time thereafter, require that you pay us the difference between the amount actually paid by you in respect of your order and the correct amount payable.

4.7 In the event that we become aware of any misstatement prior to delivery, we will make reasonable endeavours to contact you and advise you accordingly.

#### 5. INTERNATIONAL DELIVERY & TRANSIT

5.1 We will use our best endeavours to deliver within our advertised delivery time frames. We are not responsible for any failure to deliver or delay in delivery caused by any event outside of our reasonable control.

5.2 Delivery is deemed to be complete when the order is received at the address you have specified for delivery. You are required to notify us within 10 days from the date of delivery if you are concerned about the quality/condition of received product.

5.3 International delivery services are charged in two components, being 1.) a fixed fee as shown within our website and printed material. And 2.) a variable fee of 15% of the net of NZ GST wine purchase price. Both fixed and variable delivery fees could be subject to change. Every effort will be made to notify you prior to changes being implemented.

5.4 Fixed and variable International service fees include, but are not limited to; domestic warehousing prior to consolidated int. dispatch, repacking into specialist robust export packaging, export & import customs documentation, international freight by air or sea (as applicable), agency fees, destination taxes and duties (as applicable), delivery by courier to final address, proof of delivery (as applicable). Related surcharges including bunker adjustments, security screening, anti-terrorism and war risk levies, Panama canal fees, MAF fees, origin & destination airline terminal fees, fuel surcharge, domestic and destination cartage.

#### 6. PAYMENT TERMS

6.1 Generally consumer/customer delivery payment is made directly with their wine seller/supplier at the time of wine purchase. Wineries and retailers collect delivery fees on behalf of us.

6.2 Private/personal delivery orders submitted directly by the consumer/customer are charged by us using our online credit card facility.

#### CREDIT CARD SECURITY

6.3 Payment details have the security offered by Paystation Limited, a fully AIS PCI DSS compliant Paymark Certified Solutions Provider (CSP), using 128-bit SSL encryption. Credit Card or Pago Wallet

details will be sent directly to the acquiring institution for processing. No card or wallet data is available to or used by the merchant. You will be issued with a receipt number at the end of your transaction.

#### 7. INSURANCE

7.1 Our advertised delivery prices include insurance that covers the events of breakage, or loss/non delivery. Lost or damaged wine (by breakage) during the delivery process will be replaced or the

value refunded by mutual agreement.

7.2 Our insurance does not cover any real or perceived damage/stress to wine quality due to heat or temp issues. We use every care during the delivery procedure to reduce the risk of heatdamage

including: specialist packaging, temp controlled storage (where possible) and rapid movement through transit points. At our discretion we may refund or replace wine that we are

satisfied has incurred genuine heat damage or stress.

## 8. CANCELLATION AND RETURN

8.1 Subject to clause 5 of this agreement:

(a) After you have submitted your order you may not cancel the order without our consent;

(b) We will not consent to cancellation if we have processed the order beyond NZ borders.

## 9. USE OF YOUR INFORMATION

9.1 During the term of this agreement your use of our website will generate certain information that will be recorded electronically by us. Information of this type may include, for example, your IP

address, your usage statistics, etc. We may record your contact details, credit information and any related personal details that you supply or that we obtain independently.

9.2 You acknowledge that we, our employees, carriers, contractors and agents may use or disclose any of the information identified in the previous paragraph for purposes connected with the

supply of our services to you. Examples of purposes connected with our services include, for example:

a. Administration of your account or on the website;

b. Data provided to NZ and destination Customs authorities

## 10. CONSENT TO RECEIPT OF ELECTRONIC MESSAGES

10.1 You agree that you expressly consent to your inclusion in our direct marketing database and accept that you may, as a result, receive regular electronic communications and promotional

communications from us. You have the right to ask us at any time to stop sending online communications and promotional offers to you.

## 11. INTELLECTUAL PROPERTY RIGHTS

11.1 We own, control or have the right to use and provide the website and all content on the website, including text, images, articles, photographs, illustrations, audio and video clips. You may

electronically reproduce and store the content of the website solely for the purposes of viewing, using the services or saving website content, for your own use. You may not display or distribute

the content of any part of the website or its content in public, including any reproduction in any form on the Internet, without our express permission.

11.2 Any infringement of our intellectual property rights will be fully enforced under New Zealand law.

## 12 OTHER TERMS

### NO WAIVER

12.1 No delay, neglect or forbearance in taking enforcement action in relation to any provision of these terms will be a waiver, or in any way prejudice any right, of that party.

### SEVERABILITY

12.2 If any part of these terms is held to be invalid, illegal or unenforceable, that part will be severed and the remainder of the terms will remain in full force and have full effect.  
PRIVITY

12.3 Third parties may take the benefits of rights expressed to be for their benefit in accordance with the Contracts (Privity) Act 1982.

### 13. JURISDICTION

13.1 This agreement is governed by New Zealand law and any legal action against us must be taken in a Court in New Zealand

### 14. ASSIGNMENT

14.1 You may not assign any rights under this agreement except with our prior written consent.

14.2 We may assign our rights under this agreement without seeking your prior consent.

### 15. NOTICES

15.1 We will send all notices and related correspondence under this agreement to the email address that you have nominated. It is your responsibility to ensure that you keep us informed of any

changes to your contact details.

15.2 You will be deemed to have received a notice at the time that we send the email.

### 16. AMENDMENTS

16.1 We may change the terms of this agreement at any time. Where possible we will send you notice ("amendment notice") to that effect by your preferred contact method and supplying you with the amended.