

Terms & Conditions

Last Updated: 1-April-2023

In this agreement we refer to you, the purchaser as “you” or “your” and Eltom Distillery Limited, the trading name of Core Innovation Limited (EDL) as “us”, “we” or “our”

1. GENERAL

- 1.1. This agreement applies to all purchases of by you directly from EDL (both the website or as arranged elsewhere) and replaces all previous agreements between you and us.
- 1.2. This agreement is important. You should ensure that you have read it thoroughly prior to purchasing any products on our website.

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; “late payment interest rate” means 1.5%;

“website” means our website, accessible via the eltomdistillery.com

3. PURCHASE TERMS

- 3.1. When purchasing products on the website you confirm and acknowledge that:

- (a) you are legally entitled to purchase alcohol (if products you purchase include alcohol) and that you can produce sufficient evidence (e.g. NZ Driver's Licence or Passport) of that entitlement on request prior to or upon delivery of the products;
- (b) all information supplied by you to us is true and correct at the time you make any purchase on the website;
- (c) notwithstanding the above, we may refuse to accept your order at our sole discretion;

4. PRICE

- 4.1. Product prices quoted on our website are inclusive of GST. You must pay us the full price quoted.
- 4.2. We reserve the right to vary prices without notice.

SHIPPING COST

- 4.3. Product prices are quoted exclusive of SHIPPING costs. If there are any courier or handling charges in relation to your order they will be notified to you at the time you place your order and be added to the price. There may be courier and shipping charges we are not aware of (such as import duty, taxes or customs clearance), which you will be responsible for paying.

5. PRODUCT AVAILABILITY

- 5.1. All products are sold subject to their availability. We shall make every effort to ensure that stock availability is up to date on the EDL website however at some times this may not be the case and stock ordered may have been exhausted without us having the chance to update the website fully.
- 5.2. In the event that we are unable to supply products in the quantities specified in your purchase order you may elect to cancel or vary your order by agreement with us.

6. SHIPPING

- 6.1. We will use our best efforts to despatch orders no later than two business days after the day your order is received by us and you have received confirmation of your order from us via email or equivalent. We are not responsible for any failure to deliver or delay in delivery caused by any event outside of our reasonable control.
- 6.2. In the event that we fail to deliver any products, you may elect to cancel your order in respect only of the products not delivered unless we have contacted you and you have agreed to delivery at a later date.
- 6.3. Nothing in these terms entitles you to return the products as being surplus to your needs, or for any other reason other than set out herein.

7. PAYMENT TERMS

CHARGES & INVOICING

- 7.1. You must pay us in full and by bank transfer or by credit card (as applicable) at the time that you submit your order. This can be performed on our website, or by emailing us at mark@eltomdistillery.com to arrange a bank transfer.
- 7.2. If you pay by credit card you agree to indemnify us against any default by your credit card company to make payment to us in full.

8. WARRANTIES

- 8.1. We represent and warrant to you that:
 - (a) We have the right to sell the products to you;
 - (b) The products are not to be subject to any undisclosed security or

charge;

(c) You have the right to undisturbed possession of the products.

8.2. We represent and warrant to you that the products:

(a) Are of acceptable quality having regard to their nature, the price, representations made by us and any statements made on packaging or labels;

(b) Are reasonably fit for the purpose that we represent;

(c) Supplied by description correspond with their description.

9. CANCELLATION, RETURN AND REPLACEMENT

9.1. Subject to clause 8 of this agreement:

(a) After we have accepted your order for the products, you may not cancel the order without our consent;

(b) Returns for credit will be given at our discretion. The cost of return is your responsibility.

10. USE OF YOUR INFORMATION

10.1. During the term of this agreement your use of the 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 will always record your contact details, age declaration and any related personal details that you supply in the course of using our website.

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

- (a) administration of your account with EDL or on the website;
- (c) keeping you up to date with new offers/changes at EDL;
- (d) sharing with contractors to enable you to use or facilitate your use of the website.

10.3. You may at any time make a written request to see any personal information that we hold or to ask us to correct any mistakes in that information.

11. CONSENT TO RECEIPT OF ELECTRONIC MESSAGES

11.1. You agree by registering on this website 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.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. We own, control or have the right to use and provide the website, written material and content of verbal discussions with you including text, images, articles, photographs, illustrations, audio and video clips etc. 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 personal 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.

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

13. GENERAL TERMS

NO WAIVER

- 13.1. 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

- 13.2. 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

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

14. JURISDICTION

- 14.1. The website is provided for use by New Zealand residents. We make no representations that the website complies with the laws of any country outside of New Zealand. If you access the website from outside New Zealand, you do so at your own risk and you are responsible for complying with the laws in the place where you use the website when purchasing products online.
- 14.2. This agreement is governed by New Zealand law and any legal action against us must be taken in a Court in New Zealand.

15. ASSIGNMENT

- 15.1. You may not assign any rights under this agreement except with our prior written consent.
- 15.2. We may assign our rights under this agreement without seeking your prior consent.

16. NOTICES

- 16.1. We will send all invoices and notices required under this agreement to the address (postal, fax or email) that you have nominated as your preferred method of contact. It is your responsibility to ensure that you keep us informed of any changes to your contact details.
- 16.2. You will be deemed to have received a notice:
 - (a) sent by email or fax, at the time that we send it;
 - (b) sent by post, four days after we send it.

17. AMENDMENTS

- 17.1. These terms may from time to time be amended and amended versions posted on our website. The posted terms will apply to any orders made from the date they are posted and you should ensure you check them each time you make an order.