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Product Submission & Supplier Agreement

Details of Product:

Product Description:		
Unit Pack Size (mls / gms / dimensions):		
Units Per Case (if applicable):		
Recommended Retail Price (Per Unit): <i>*most accurate estimate of highest standard retail price</i>		
½ Day Unit Sale Price: <i>*must be minimum of 50% off the RRP above (inc GST)</i>		
Minimum Order Quantity (specify units or cases):		
Freight Cost (specify per minimum order qty):		
Date Requested for Advertising (week commencing): <i>* If unavailable, LIPS will confirm nearest available dates</i>		
Available Stocks for Promotion: <i>*must allocate a minimum of 100 units for sale</i>		
Product Copy to be used (50 words Max):	<hr/> <hr/>	
Product Image Supplied (please circle): <i>*email product image to info@halfdaysale.co.nz. jpeg / gif only</i>	YES	NO
Licensed to Sell Alcohol (please circle):	YES	NO

NOTE: Stock samples may be requested to review quality before confirming acceptance for promotion on halfdaysale.co.nz

Details of Client(s):

Sole trader Partnership Limited Company Individual Other _____

Name: _____

Legal Name: _____

Delivery Address: _____

Postal Address: _____

Telephone: _____ Fax: _____ Mobile: _____

Commission: **12.5% charged on the total value of orders placed, including GST and freight**

Payment Terms: **Strictly 7 days following invoice. Penalty fees will apply for late payment as per our attached terms**

I certify that the above information is true and correct and that I am authorised to make this application to supply product to be advertised in LIPS' Half Price Half Day Sale. In accordance with the Privacy Act 1993 (if I am an individual), I authorise LIPS to collect, retain, use and disclose any personal information about me for the purpose of assessing my creditworthiness, administering LIPS' business or enforcing LIPS' rights under this Agreement or otherwise. I authorise any person or company to give information as may be required in response to any such credit enquiries by LIPS. I have read and understand this Agreement (including the **attached** terms) and agree to be bound by those terms and conditions.

Signed: _____ Date: _____

Name: _____ Title: _____

Half Day Half Price Sale

1. Acceptance

In order for you to be eligible to submit products to LIPS to advertise in its Half Day Half Price Sale (**Half Price Sale**), you will need to have signed this Product Submission and Supplier Agreement (**Agreement**) and be accepted and approved by LIPS in its sole discretion. LIPS will only accept retailers and suppliers that are licensed to sell alcohol to the public. Once accepted by LIPS, then you agree that these terms and LIPS' Website Terms of Use (**Terms of Use**) will apply each time you submit products to LIPS to advertise in its Half Price Sale.

2. Submitting a Product

You can choose the type of alcoholic or non-alcoholic products that you wish to submit to LIPS to advertise on its websites www.lips.net.nz, www.halfdaysale.co.nz and www.halfpricesale.co.nz (**Websites**) in the Half Price Sale (**Sale Product**). You must complete the details on the Agreement in full. LIPS reserves the right to request stock samples of the Sale Product to review the quality of that Sale Product before confirming its acceptance to promoting that Sale Product in the Half Price Sale. LIPS has the discretion to refuse to advertise any Sale Product in its sole discretion.

You must:

- (a) provide a suitable image of the Sale Product;
- (b) supply an accurate description of the Sale Product;
- (c) confirm packaging configuration details; and
- (d) provide precise stock quantities of the Sale Product,

to LIPS.

All advertising material and other material that you submit to LIPS that may be advertised on the Websites, must comply with the Terms of Use and without limiting the Terms of Use in any way, all material must comply with the Code for Advertising Liquor and must not breach any third party's intellectual property rights. You also provide a warranty to LIPS that you have a reasonable amount of Sale Product available for sale (with a minimum of 100 units for sale) in accordance with the Fair Trading Act 1986.

3. Price

You are responsible for advising LIPS of the recommended retail price for the Sale Product, which must be equivalent to the highest standard retail price in New Zealand at that time for the Sale Product, plus GST (**RRP**). You are also responsible for advising LIPS of the sale price for the Sale Product which must be at least 50% or less

of the RRP (**Price**) and include GST. It is your sole responsibility to ensure that reasonable freight charges in New Zealand are either included in the sale price or provided separately on this form.

4. Orders

The Half Price Sale will run from 10.00am to 10.00pm on any day chosen by LIPS whereby LIPS will advertise selected Sale Product from its suppliers and retailers. If LIPS chooses to promote your Sale Product, then during the Half Price Sale, LIPS will collate orders for Sale Product from its LIPS' members and members of the public (**Customers**) on your behalf (**Orders**).

Once the Half Price Sale has finished, then LIPS will dispatch all of its Orders to you. You must contact all Customers that have placed Orders within 12 hours of receiving the Orders from LIPS and make arrangements with them regarding payment and delivery of their Orders.

5. Delivery

You must deliver Sale Product to Customers to the addresses specified on the Order within two days of receiving payment for the Sale Product. You (including your employees, contractors or agents) must not deliver alcoholic Sale Product to anyone that is under 18 years of age. It is your responsibility to be satisfied that any recipient of Sale Product is 18 years of age by checking photo identification or otherwise. LIPS has no liability whatsoever in respect of any delivery by you (or your employees, contractors or agents) to anyone that is under the age of 18 years.

6. Commission

In consideration for LIPS advertising your Sale Product on its Websites and collating orders and providing other related services to you (**Services**), you agree to pay to LIPS a commission of 12.5% on the total value of Orders placed including GST and freight. LIPS will invoice you within 7 days of an order being placed and you agree to pay the invoice within seven days upon receipt of the invoice.

7. Late Payment

If you fail to make payment within the time specified above, then LIPS may, at its discretion (and without affecting any other rights that it may have against you) cancel or suspend this Agreement and claim for any loss occasioned thereby and require you to pay, on demand, default interest on any amount outstanding at LIPS' commercial banker's overdraft facility rate plus 3% per annum accruing on a daily basis on the unpaid portion of the amount outstanding from the due date until the date when payment to LIPS is actually made. You will also be liable to pay all expenses and costs (including legal costs) in connection with LIPS recovering or attempting to recover any overdue amount from you.

8. Refunds

If you do not receive payment from a Customer pursuant to an Order, then you will need to provide LIPS with proof of non-payment and if such proof of non-payment is accepted by LIPS in its sole discretion, then LIPS will refund to you the commission received by LIPS for that order pursuant to an invoice. LIPS will have no liability to you if LIPS has not received payment of the commission pursuant to the relevant invoice from you.

9. Complaints

Customers may contact LIPS directly in the case of late or non-delivery of an Order or damaged or missing Sale Product. In such case, LIPS will collect relevant information from the Customer and forward it to you. It is your responsibility to contact the Customer and rectify any problems.

10. Limitation of Liability

Advertising your Sale Product on the Websites and all other contact between you and Customers is conducted entirely at your own risk. You agree that LIPS takes no responsibility or liability for any misconduct of its Customers

including, without limitation, Customers that have registered under false pretences or that do not pay for any Orders placed. LIPS gives no undertakings, representations or warranties in relation to its Customers that place Orders including (without limiting the foregoing in any way) that its Customers are over the age of 18 years or will make payment for their Orders.

You acknowledge that the services are being performed by LIPS to you for business purposes and as such, the provisions of the Consumer Guarantees Act 1993 will not apply to these terms. You agree that, to the maximum extent permitted by law, any and all liability of LIPS to you under or in connection with an Order or this Agreement, its Websites, Customers' acts or omissions, or your use or inability to use the Websites, is excluded regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise. LIPS' liability and responsibility is excluded in respect of any and all loss or damage, whether direct or indirect, including, without limitation, loss of profits, general and special damages, and consequential and incidental loss.

11. Indemnity

You agree to release, indemnify and keep indemnified LIPS from and against all actions, claims, costs (including legal costs and expenses), losses, proceedings, damages, liabilities, or demands suffered or incurred by LIPS to any person arising out of or in connection with your failure to comply with this Agreement.

12. Breach

Without limiting any other rights and remedies available to LIPS, LIPS may terminate this Agreement, remove your advertisement for Sale Product or refuse to provide services to you if you breach this Agreement and the breach is not rectified within 14 days after LIPS notifies you of the breach, or if you are unable to pay your debts as they fall due, or enter into any arrangement with your creditors or become or threaten to become insolvent. Termination of this Agreement for any reason does not relieve you of your obligations to pay all money owing to LIPS and any terms capable of survival will survive termination of this Agreement.

13. Force Majeure

LIPS has no liability for any lack of performance of the Services or failure to comply with this Agreement where it arises from any cause reasonably beyond the control of LIPS, including without limitation, strikes or industrial action, acts of war, terrorism, riots, civil commotion, malicious damage, sabotage, governmental regulations or directions, acts of God, lightning strikes, internet failure and natural disasters.

14. Intellectual Property

You acknowledge that neither you, nor anyone you are responsible for, has, or will acquire, any right, title or interest in LIPS' intellectual property, including without limiting the generality of this clause, its website, patents, trademarks, copyrights, drawings, data and other technical information and software and this Agreement does not transfer any title or ownership in any of the same to you.

15. Assignment

You cannot assign any of your rights or obligations under this Agreement without LIPS' prior written consent.

16. Change of Terms

LIPS reserves the right to amend this Agreement on notice to you.

17. Entire Agreement

The provisions of this Agreement and the Terms of Use and the Terms and Conditions of Trade where applicable constitute the entire agreement between LIPS and you with respect to the Half Price Sale and supersede all previous understandings, arrangements, agreements and communications, whether verbal or written, between LIPS and you.