

Website Terms of Use

POLICY OWNER: New Zealand Marketing Manager - PGG Wrightson Seeds and Grain

DATE OF LAST APPROVAL: April 2020

Website Terms of Use

PURPOSE

- 1.1. These Terms of Use explain to the user the terms and conditions on which you visit and use this website. Please read these Terms and Conditions carefully before using PGG Wrightson Seeds Limited's (PGG Wrightson Seeds) website.
- 1.2. These Terms of Use are to be read in conjunction with PGG Wrightson's Website Privacy Policy which forms part of these terms of use.
 - 1.3. By accessing the PGG Wrightson Seeds website, you indicate that you have read and agreed to these Terms of Use and the Privacy Policy.
- 1.4. It is a condition of your use of this website that you observe the Terms and Conditions at all times.

INFORMATION ON WEBSITE

- 2.1. The information on this website has been provided by PGG Wrightson Seeds for informational purposes. PGG Wrightson Seeds does not warrant the accuracy or completeness of the materials on this website. PGG Wrightson Seeds does not accept any liability for any loss or damage arising directly or indirectly from any information contained on this website.
- 2.2. PGG Wrightson Seeds may at any time change the information available on this website, without notice, including discontinuing all or any aspects of this site. PGG Wrightson Seeds will not be liable for any loss or damage which may arise directly or indirectly as a result of such changes.
- 2.3. No content on this website can or may change any contract for products or services that you may have with PGG Wrightson Seeds.
- 2.4. When transmitting your personal information over this site, please remember that the internet is not a secure environment.

WEBSITE LINKS

- 3.1. PGG Wrightson Seeds may include ads or links to external sites. We do not control, review or endorse any advertised product or service, or the external sites. The responsibility for the content of any ad appearing on this website (including hyperlinks to advertisers' own websites) rests solely with the advertisers. Putting ads on the website does not constitute PGG Wrightson Seed's recommendation or endorsement. Each advertiser is solely responsible for any representation in its ads.
- 3.2. When a third party website is accessed from the PGG Wrightson Seeds site, users depart PGG Wrightson Seeds website. PGG Wrightson Seeds will have no liability in respect of any loss or damage arising from any use of a third party link on the PGG Wrightson Seeds website.
- 3.3. In accordance with recognised internet courtesy, if you wish to link the PGG Wrightson Seeds website to your website, consent must be sought in writing from PGG Wrightson Seeds before doing so.

INDEPENDENT ADVICE

- 4.1. PGG Wrightson Seeds strongly recommends that you seek independent advice before acting on any information on this site. This site is not designed for the purpose of providing personal financial or investment advice.

USE OF INFORMATION

- 5.1. PGG Wrightson Seeds has and retains copyright and all other intellectual property rights in all information on this website. We reserve all our rights. You may not in any form or by any means copy, reproduce, modify, create derivative works from, distribute, or publicly display anything from PGG Wrightson Seeds without our (and any applicable third party's) prior written consent.
- 5.2. Information on this website must not be changed by any user.

DISCLAIMERS AND OUR LIABILITY

- 6.1. Availability: PGG Wrightson Seeds will use its reasonable endeavours to ensure the availability of this website, subject to any downtime required for maintenance. PGG Wrightson Seed's website is provided on an 'as is' and 'as available' basis. We do not promise that this website will operate uninterrupted, securely or error free, or give any other specific performance guarantee relating to this website or its operation or use. PGG Wrightson Seeds is not liable for any system unavailability, any corruption of any data or information held by PGG Wrightson Seeds, or for any loss that is incurred because this website is unavailable.
- 6.2. No warranties: No advice or information that is obtained by you from PGG Wrightson Seeds or anyone else shall create any warranty by PGG Wrightson Seeds or us that is not expressly stated in these terms of use. All warranties and representations implied by law are excluded to the extent permitted by law.
- 6.3. Force majeure: We are not liable for any failure or other thing that is not reasonably foreseeable or that is outside our reasonable control.
- 6.4. Our liability: You use this website at your own risk. We will never in any circumstances be liable to you or any other person in contract, tort, negligence, equity or in any other way for any loss or damage of any kind, arising from or in relation to your use of, or inability to use, this website. If for any reason we cannot rely on the above exclusion of liability, our liability to you will be limited to direct physical loss suffered by you to a maximum of \$50 per claim. In no event will we be liable to you for any loss of profit, savings, data, goodwill or business opportunity or for any indirect or consequential loss or for general or special damages.

OTHER LEGAL TERMS

- 7.1. Severability: If any part of these terms of use is held to be invalid, unenforceable or illegal for any reason, then that part shall be severed or amended to the minimum extent necessary for the balance of these terms of use to continue in full force and effect.
- 7.2. Entire agreement: These terms of use contain everything we have agreed in relation to your use of our website unless specifically stated otherwise. You cannot rely on anything else said or done by us (any of our representatives).
- 7.3. Variation: We may amend these terms of use from time to time. Amendments will be effective when posted on our website. You are responsible for ensuring you are familiar with our latest terms of use. Your continued use of our website represents your agreement to be bound by these terms as amended.
- 7.4. Governing law: New Zealand law governs these terms of use and your use of our website. You agree to the jurisdiction of New Zealand's Courts.

FURTHER INFORMATION

- 8.1. Further information about this website or PGG Wrightson Seeds products and services can be sought by calling PGG Wrightson Seeds on 03 966 9301 or email us at info@pggwrightsonseeds.co.nz