

The Honest Grocer Website and Online Shopping Terms and Conditions

Introduction

Parts of these Terms

Your access to, and use of, this Site, including your order of Products through the Site, is subject to these terms and conditions (“Terms”) and The Honest Grocers Privacy Policy.

These Terms are split into three parts (Introduction, Specific and General) and apply to the following Honest Grocer websites and mobile applications (together, the Site):

- The Honest Grocer website at www.thehonestgrocer.co.nz
- The Honest Grocer mobile application (App)

Commercial Orders

This Site is designed to enable our Customers to easily purchase our Products for normal household or workplace office consumption. Unless otherwise agreed, you may not purchase Products through the Site for the purpose of resale. If we reasonably suspect that you are doing so, we may terminate your access to the Site, or we may refuse to fulfil any Order you place through the Site.

Large Orders

For orders in excess of reasonable household or workplace office quantities (whether in respect of any one Product or the total size of the Order), we reserve the right to notify you of the increased Fulfilment Fee that we propose to charge, to reflect the actual cost of delivery, which would need to be agreed by you prior to delivery. Whether any Order exceeds a reasonable household or workplace office quantity or not will be determined by us in our absolute discretion.

Acceptance of these Terms by using the Site

By using the Site, you acknowledge that you have read, understood and accepted these Terms and the Privacy Policy, and agree to be bound by them.

From time to time we may update or revise these Terms. Your continued use of the Site after the Terms have been changed, indicates your acceptance of those changes. From time to time we may also update or revise our Privacy Policy in the same way, as set out in the Privacy Policy.

Specific Terms and Conditions

The Honest Grocer Online Shopping

1. Price

1.1 Actual price

The Order total shown in your “Cart” before you place your Order on the Site will be your actual price. Your order confirmation email that we send you will also note your actual price. You must pay us for the Products ordered at the price displayed as the actual price at the time the Order is submitted, unless we notify you, at any time, that an error has been made in the price displayed. Subject to any error made in the display of prices, no adjustments are made if the price of any Product ordered increases or decreases between the time the Order is submitted and the time when the invoice is issued and the Product is picked.

The final value of your Order may reduce from the actual order value, as a result of us removing Products from your Order that are not available. The Honest Grocer will refund you for any items removed from your order.

In these cases, any reduction made to the total value of your Order will be refunded and communicated to you via email.

1.2 Fulfilment Fee for Delivery

In addition to the price of Products ordered, you must pay The Honest Grocer a Fulfilment Fee for picking, packing and the delivery of your Order. The fee will be identified and included in the total price at the point of checkout. We may change this fee at any time. The following additional terms apply to the Fulfilment Fee:

- a. the Fulfilment Fee may vary depending on your location, as different rates apply for across regions in New Zealand;
- b. if we choose to adjust the Fulfilment Fee, you will be contacted prior to the Order being ready for Pick up or delivery, to confirm acceptance of the revised fee. Deliveries of such Orders will not be made unless and until this confirmation is obtained;
- c. The Honest Grocer shall not be liable to you for any delivery delays resulting from the need to obtain approval of the revised fee prior to delivery; and

1.3 Chilled Goods Charge

A Chilled Goods Charge will be added, to all delivery Orders containing chilled product. The Chilled Goods Charge is a flat charge covering as many Chilled Goods as needed to pack your Order. The Chilled Goods Charge is set by The Honest Grocer and can be changed at any time.

1.4 Variation of Order and price

If you request a variation to the Order under clause 7.1 which The Honest Grocer accepts, then the price payable for the Order will be adjusted to reflect the variation and recorded on the invoice.

1.5 Trading hours

An Order submitted by you before 1:00 pm on Anzac Day or at any time on Good Friday, Easter Sunday or Christmas Day will not be accepted by us immediately at checkout but shall be deemed to have been accepted by us at 1:05pm on Anzac Day or 12:05 am on the day following Good Friday, Easter Sunday or Christmas Day (as the case may be).

1.6 GST

Unless otherwise specified, the prices of Products are displayed in New Zealand currency and are inclusive of GST and any other sales tax.

1.7 Savings and Discounts

Prices shown with a saving or discount already include the saving or discount and are based on the non-promotional price.

2. Product Availability, Range, Specials and Quality

2.1 Product availability

We will do what we reasonably can to fulfil Orders placed on the Site, but no member of The Honest Grocer shall be liable to any person if we are unable to, or decline, to supply a Product for any reason whatsoever.

2.2 Limit on quantities

We reserve the right to limit quantities able to be ordered by you, or delivered to you. If your Order is reduced in accordance with this clause, the price payable by you for that Order will be adjusted accordingly. In addition to our rights under the Introduction (Commercial Orders), we may delay dispatch of Orders that exceed reasonable household or workplace office quantities due to stock availability.

2.3 Product range

We reserve the right to limit the range of Products available to certain areas.

2.4 Specials and promotions

Products on special or promotion are subject to availability while stocks last.

2.5 Product quality

If a Product was delivered to you in a damaged or spoiled condition (we may request photographic evidence of this), we will, at your request, refund the value of the relevant Product to you (as at the date on which the Product was originally ordered) and provide a further refund to enable you to replace the product on your next shop. You must contact us within 48 hours of delivery of the Product in order to make a claim under this clause.

2.6 Product labelling information

All Products are sold in compliance with the labelling provisions of the Australia New Zealand Food Code. If the Product delivered contains labelling information that does not meet with your requirements (e.g. ingredients, allergens, nutritional information etc.), you may return to The Honest Grocer for a refund, or replacement Product to an equivalent value, upon presentation of the Product and accompanying online shopping invoice.

All product information on The Website has been provided by the manufacturer/supplier and we have published it in good faith. However, products and ingredients may change at short notice. If you are concerned about allergens or other nutritional factors, we recommend checking all product labels before consuming. For more information please contact the manufacturer directly.

3. Payment

3.1 Method of payment

You must pay us for the Products purchased by credit card, debit card or any online payment services offered by The Honest Grocer. The Honest Grocer does not accept EFTPOS, cash, cheque, voucher or any other form of payment.

3.2 Payment by direct debit

We are currently not accepting any Direct Debit requests. Please feel free to shop on the Site using any payment methods set out in 3.1.

3.3 Payment by credit card

If your credit card payment is declined for any reason your order will not be processed. We reserve the right to refuse to accept payment from you by credit card for any reason.

3.4 Adjustments

If you are invoiced and pay an amount that is higher than the final amount of your Order, we shall make the necessary adjustment to the invoice and refund any amount that may be due to you.

3.5 Debt collection

If you default in payment for any Order, you are liable for all costs associated with debt collection.

3.6 Change to payment policy

We may change at any time the way in which you need to pay for Products.

4. Delivery

4.1 Delivery areas

The Honest Grocer reserves the right to determine if it delivers to any area or address at its own discretion. If a delivery suburb is listed in the registration area on the Site, this does not imply that we will deliver to all addresses within that suburb.

4.2 Right to withhold delivery

We reserve the right to withhold the delivery of any Products to you for any reason. You will not be charged for Products that have been withheld until those Products are either picked up by you (if The Honest Grocer permits) or alternative delivery arrangements are made.

4.3 Delivery and liability

Deliveries will be made to the Delivery Point. If the courier brings the Products inside the Premises, beyond the Delivery Point, at your request, or at the request of any other person accepting delivery of the Products on your behalf, whether on any particular occasion or pursuant to a standing instruction or request, the Honest Grocer shall not be liable for any direct or indirect damage or loss suffered by you or any third party in doing so. We shall be entitled to assume that any person accepting delivery of the Products is authorised to do so on your behalf.

4.4 Accessibility and safety

You must ensure that the Delivery Point is easily accessible to our couriers, and that it is safe for those couriers to enter your premises in order to complete the delivery. Any animals on your premises should be under control or restrained to ensure the safety of our couriers. If, in the courier's reasonable opinion, the Delivery Point is not easily accessible, or it is unsafe to deliver the Products, the delivery will not be made, and you will be contacted to make alternative arrangements. The Honest Grocer reserves the right to charge you an additional Fulfilment Fee in respect of any deliveries repeated in accordance with this clause. If alternative arrangements acceptable to us are not reached, you will be deemed to have cancelled the Order, and may incur a \$20 cancellation fee.

4.5 Change of address

You agree to notify The Honest Grocer Customer Support immediately of a change to your delivery address. Gold Membership participants can only change their delivery address at The Honest Grocer's discretion as set out in The Honest Grocer Membership Terms and Conditions.

4.6 Delays to delivery

Notwithstanding any other term in this agreement, The Honest Grocer shall not be liable for failure to deliver on a timely basis, whether the delay has been due to causes beyond our control or otherwise. If we consider that the delivery of your Order is likely to be substantially delayed, we may, but shall not be obliged to, contact you to arrange an alternative delivery timeframe. If that timeframe is unacceptable to you, you may cancel the Order, without incurring any fee for doing so.

4.7 Delivery deemed to have taken place

Subject to clause 8 (Restricted Products), if no person is present at the Delivery Point at the time of delivery, or if you or any other person fail or refuse to take delivery of the Products, the Products will be left at the Delivery Point and be deemed to have been delivered at that point in time. If you do not think you have received your full Order, you need to advise us within 48 hours of delivery, otherwise you will be deemed to have accepted the Order.

4.8 Incorrectly delivered Products

If any Product delivered does not correspond with a Product ordered, you may as an option:

- a. keep the incorrectly delivered Product, in which case no adjustment will be made to the payment due from you for the Order containing the incorrect Product; or
- b. reject the incorrectly delivered Product, in which case we will, at your request, either refund the value of the Product that was originally ordered (as invoiced) or replace that Product with the Product that was originally ordered.
- c. If you choose to reject an incorrectly delivered Product in accordance with sub-clause b), we reserve the right to collect the incorrectly delivered Product from you. If you are unable, or refuse, to deliver up the Product when requested, we reserve the right to charge you for that Product. If you want to reject the incorrectly delivered Product, you must exercise the options set out in b) above within 48 hours from the date of delivery, otherwise you will be deemed to have accepted the Order.

4.9 Undelivered Products

If you have been charged for a Product that has not been delivered, you may cancel the Order of such Product (or if the Product is out of stock we may cancel the Order

for that Product) (in each case without incurring any cancellation fee), and we will refund the value of the relevant Product (as set out in the invoice).

5. Honest Grocer Membership

1. Membership is available to all qualifying individuals 18 years of age and over.
2. Everyone who registers with The Honest Grocer is entitled to the **Silver Membership** pricing.
3. You can upgrade to our **Gold Membership** by paying the Gold Membership fee. This will enable you to access Gold Membership pricing.
4. Membership is subject to any and all rules adopted by The Honest Grocer including our privacy policies and practices, and they may be amended from time to time without notice.
5. Membership may be terminated at any time by The Honest Grocer
6. Full details of membership can be found on The Honest Grocer Membership Terms and Conditions.

6. Variation/Cancellation of Order

6.1 Variation/Cancellation of Order

1. You may vary or cancel an Order up to the point in time that we have commenced packing the Order by contacting The Honest Grocer Customer Support 0064 9 930 8333.
2. If you wish to cancel an Order after the Order has been packed, you will incur a \$20 cancellation fee.
3. If you wish to cancel an Order after the Order has been picked up by the courier, you will incur a \$20 cancellation fee, and any subsequent costs and losses associated with returning the Order to The Honest Grocer by the courier.
4. We may, at our absolute discretion, suspend or terminate your ability to purchase Products through our Site for any reason whatsoever.
5. We may cancel any part of an Order (including any orders that we have accepted) without any liability to you for that cancellation at any time if:
 - a. the Products in that Order are not available; or
 - b. there is an error in the price or the Product description posted on the Site for the Product in that Order; or
 - c. we reasonably believe your Order has been placed in breach of the Terms.
6. In the event of a cancellation by us, we will make reasonable efforts to provide you with reasonable notice of that cancellation and will not charge you for the cancelled Order.
7. Where an Order is cancelled by us, we will make reasonable efforts to notify you of the cancellation. You will receive a refund for the value of the Order via the original payment method. The Honest Grocer accepts no liability if the original payment method is not valid or is terminated by your provider.
8. No costs are payable to register to use the Site, but you are responsible for any costs incurred in using Honest Grocer, including any charges imposed by their internet service provider.

7. Property/Risk

7.1 Products

Products ordered through The Honest Grocer are at our risk until delivered to you to the Delivery Point. Once delivered ownership and risk in the Products passes from us to you.

7.2 Sign in

You agree to keep your Sign in details safe and confidential at all times. You are liable for every Order made under your Sign in.

8. Restricted Products

8.1 Restricted Products

You agree to ensure that the person collecting (if a Pick up Order) or accepting delivery (if a delivery Order) of any alcohol or other relevant Restricted Products is over the age of 18 years or such other minimum age as prescribed by law. We will not allow collection or receipt of an Order of:

1. alcohol Products to a person who is intoxicated or not of the appropriate legal age; and
2. Restricted Products to a person that is not of the appropriate legal age.

8.2 Alcohol

If your Order includes any alcohol Product, you warrant that you are over the age of 18 years and legally entitled to purchase any such Product.

8.3 Restrictions on the use of sign in to purchase alcohol products

You agree to ensure that no person or persons shall use your Sign in to purchase any alcohol Product if that person or those persons cannot truthfully give the warranty in clause 8.2 (Alcohol) as if they were the "Customer" for the purposes of those clauses.

8.4 Right to seek verification

If you submit an Order containing alcohol Products, we may contact you to verify your age. If we are not satisfied as to the ability of you to truthfully give the warranty in clause 8.2 (Alcohol), we reserve the right to cancel the Order.

8.5 Acceptance of orders containing alcohol

You shall ensure that a person over the age of 18 years, and, in the case of orders containing alcohol, not intoxicated, is available to accept delivery of any Order

containing alcohol. Our couriers may request the person accepting delivery of the Products, to produce satisfactory evidence of their age. If such evidence is not produced, the courier may refuse to deliver the or alcohol Product ordered. We reserve the right to charge you an additional Fulfilment Fee to re-deliver such Products. If you do not wish for any such Product to be re-delivered:

1. we will refund the value of that Product (as at the date on which the Product was ordered); and
2. where the Order consisted solely of alcohol Products, we reserve the right to charge you a \$20 cancellation fee for the cancelled Order.

8.6 No one present

Notwithstanding clause 4.7 (Delivery deemed to have taken place), a courier may refuse to complete a delivery if no person is present at the Delivery Point to accept a delivery containing alcohol, or if the courier has reasonable grounds to believe that the delivery would have the effect of supplying alcohol to persons under 18 years of age. The non-completion of a delivery in accordance with this clause will be at the sole discretion of the courier and/or The Honest Grocer. We reserve the right to charge you an additional Fulfilment Fee to re-deliver such Products. If you do not wish for any such Product to be re-delivered, we will refund the value of that Product (as at the date on which the Product was invoiced).

General Terms and Conditions

1. **Application of these General Terms:** The General Terms, together with the Introduction and Specific Terms, apply to use of the Site. If there is any inconsistency between the parts of these Terms, then they should be read in the following descending order of priority:
 - i. Specific Terms
 - ii. General Terms; and
 - iii. Introduction.
2. **The Honest Grocer discretion to accept registration:** We have the discretion to refuse the registration of a potential Customer to the Site for any reason whatsoever.
3. **Site content:** While we have endeavoured to ensure that the information we have provided on the Site is free from error, it is provided "as is" and "as available" and without warranties of any kind either express or implied. We do not warrant the accuracy, currency or completeness of the information on the Site or that the Site is error free or suitable for your intended use. We do not warrant that the Site or the server that makes it available are free of viruses or other harmful components and we shall not be responsible or liable for any error in, or omission from, the information we have provided on the Site except as required by law. We reserve the right to make changes to the information provided on the Site at any time and without notice.
4. **Upgrades to our Site(s):** You acknowledge that we may provide updates, upgrades, patches and other modifications to the Site. Some of these Updates will

occur automatically. You may also be required to update or upgrade the device, and/or the operating system or other software on that device (for example, your internet browser) (together “Hardware or Software”), in order to continue to use the Site. Updates will normally be provided at no cost, unless we otherwise specify. You will be responsible for implementing any Hardware or Software Updates and all associated costs. We may at any time modify, discontinue or restrict access to the Site (or any part of it), temporarily or permanently with or without notice to you. You agree that we will not be liable to you or to any third party for any modification to, discontinuance of, or restriction of access to, the Site.

5. **Use of the Site:** You agree not to use the Site for any purpose that is unlawful or prohibited by these Terms. You may download the information on the Site for your own personal use but otherwise neither the Site, nor any material on it, may be scraped, copied, altered, modified, reproduced, transmitted or distributed without our prior written consent. Your use of the Site will not create, nor will you represent to have, any interests or rights in our intellectual property. You agree that you will not interfere with any other party's use and enjoyment of the Site, or damage the operation of the Site, or our systems or those of other persons who use the Site, whether by way of a virus, corrupted file, any other software or program, or otherwise. We reserve the right to suspend your use of the Site where we consider that you may have breached these Terms or the law.
6. **Links to and from other websites:** Any links to third party websites are provided for convenience only, and the inclusion of any link does not imply any endorsement or verification by us. We do not monitor the content of any other websites and are not liable or responsible in relation to any content on them.
7. **Hyperlink:** You agree that you will not create a hyperlink to the Site without our express written permission. If you do create a hyperlink to the Site, you are responsible for all losses that we may suffer as a result of that link, whether direct or indirect. Linking to the Site is at your own risk. You may not frame any part of the Site content by including advertising or other revenue generating material.
8. **Security of information:** We will use our reasonable endeavours to prevent any unauthorised entry into the Site. However, The Honest Grocer will not be liable for any direct or indirect damage or loss whatsoever if any third party gains unauthorised access into the Site.
9. *Why are our Sites safe?*
 - i. Safe technology systems - we use an internationally recognised encryption protocol to encrypt all personal data that you type into our Site before it travels across the internet. Once we receive your data, it is stored on a secure server behind The Honest Grocers firewalls, so that your personal details are not accessible from the internet by any third party.
 - ii. Safe payment systems – The Honest Grocer uses Stripe to securely authorise credit card payments before any charges are made. For further information regarding Stripe and how it encrypts and processes transactions, please visit www.stripe.com/nz
10. **Website analysis tools:** We use the services and/or software of the companies listed below to improve the Site and analyse its effectiveness. In order for some of this to occur a small piece of code is placed on each page which counts statistics, such as the number of visitors per day, or the number of pages requested per

day. This non-personal information gained is aggregated by these companies and enables us to measure activity within the Site which in turn is used to continually improve the Site and our service to our customers. The Honest Grocer does not warrant the accuracy or correctness of this data.

- i. Google is viewed as a leader in the Internet industry for its interactive measurement technologies and market research and its technologies are viewed as being robust and standard. For further information about Google click [here](#).
 - ii. Dot Digital is viewed as one of the leading data management platform providers, used for segmenting customers into audiences for promotional purposes. For further information about Dot Digital, click [here](#).
 - iii. Hotjar is viewed as a leader in the Internet industry for heat mapping and its technologies are viewed as being robust and standard. For further information about Hotjar click [here](#).
11. **Intellectual property rights:** We grant you a non-exclusive, non-transferable, revocable right to access and use our Site solely for your personal use and on a device that you own and/or control, all on the terms and conditions set out in these Terms. All right, title and interest in all intellectual property rights in all concepts, systems, written, graphic and other material relating to the Site and its contents is owned by, and shall at all times remain the exclusive property of, us, our licensors and the providers of any other products and services accessible on the Site, and is protected by New Zealand and international law. Such intellectual property rights would be owned by us even if you provide certain ideas or concepts to us for the Site or our Services, which we have then developed or adopted. In such a case you agree to assign any of your intellectual property rights in those elements to us. Nothing in these Terms shall constitute a licence of intellectual property rights to you.
12. **Exclusion of liability and indemnity:** You acknowledge that:
- i. the Site is provided on an "as is" basis and we do not guarantee that it will be fault free or that it will meet your requirements. We do not make any warranty or representation as to their suitability for any purpose;
 - ii. to the fullest extent permitted by law, we shall not be liable for any consequential, indirect or special damage or loss of any kind whatsoever arising from or in relation to your use of, or inability to use, the Site. All representations, terms, warranties, guarantees or conditions whether implied by statute, common law or custom of the trade or otherwise are excluded to the fullest extent permitted by law. Such exclusions apply to The Honest Grocer, its related companies, and directors, officers, employees or agents of The Honest Grocer or its related companies, as the context requires. You agree to indemnify us against all liabilities, losses (including consequential and indirect losses), claims and expenses suffered or incurred by us, and all claims and demands made against us, arising directly or indirectly out of your use of the Site, or any breach of these Terms.
13. **Warranties:** We make no representation or warranty of any kind, express or implied, as to the operation of the Site or the accuracy of information, content, materials or products included on the Site, except as otherwise provided under

applicable New Zealand law, including any provisions in the Consumer Guarantees Act 1993 ("CGA") and Fair Trading Act 1986 ("FTA").

14. **Liability and Indemnity:** The provisions contained in this clause 14 are subject to clause 13 (Warranties) to the extent applicable.
 - i. Product liability: Subject to any statutory rights available under law, including under the CGA, The Honest Grocer shall not be liable, whether in contract, tort or otherwise for any loss, damage or injury arising directly or indirectly from any defect in, or non-compliance of, a Product or any other breach of The Honest Grocers obligations under these Terms.
 - ii. No liability for indirect loss: The Honest Grocer shall not be liable for any consequential, indirect or special damage or loss of any kind whatsoever arising from or in relation to your use of, or inability to use, the Site, or the delivery or failure to deliver any Products, or provide them for Pick up.
 - iii. Indemnity: Notwithstanding any other term, you agree to indemnify The Honest Grocer against all liabilities, losses, claims and expenses suffered or incurred, and all claims and demands made against The Honest Grocer, as a result of any breach by you of these Terms, or caused by you.
15. **Consumer Guarantees Act:** You acknowledge and agree that:
 - i. where the Products are ordered for business purposes (as the term "business" is defined in the CGA), the provisions of the CGA shall not apply to the sale of the Products by The Honest Grocer; and
 - ii. nothing in these Terms is intended to have the effect of contracting out of the provisions of the CGA except to the extent permitted by the CGA, and all provisions of these Terms shall be read as modified to the extent necessary to give effect to that intention.
16. **Competitions and Promotions:** Competition terms and conditions can be found associated with each promotion.
17. **Consent to receiving messages and direct marketing:** When you register to use our Site your name and contact details will be added to our customer database, and you consent to receiving messages from us from time to time. Any personal information you provide to us will be collected, held and used in accordance with our Privacy Policy. If you provide us with your mobile number, we may send you a text message and/or a push notification (if you have opted in to receive push notifications) when your Order has been delivered or is ready for pick-up. We may send you messages about promotions available at The Honest Grocer. We may also send you messages asking you if you wish to respond to market research and surveys. All electronic communications from us (except for communications confirming your Order or otherwise about your Order and your ongoing use of our Site(s)) will contain an unsubscribe function if you no longer want to receive messages from us. If you unsubscribe we may not be able to provide you with some of The Honest Grocer services that are available.
18. **Termination**
 - By us**
 - (a) We may terminate, suspend, discontinue or change the Site or the services we provide through it, or any aspect of the Site or services, at any time. We do not represent or warrant that any mobile application will continue to be maintained by us or have any particular functionality or features.
 - (b) Without limiting any of our other rights and remedies at law, we may suspend,

disable, terminate or limit your access to, and use of, the Site and/or a service at any time and at our sole discretion without notice. Grounds for doing so include (but are not limited to):

- i) any abuse or attempted abuse or any inappropriate use of the Site or any service associated with The Honest Grocer
- ii) abuse of our staff and any online abuse or trolling
- iii) any act or omission contrary to these Terms
- iv) any reasonable suspicion of unacceptable conduct in connection with the Site and/or any service, including any reasonable suspicion of dishonesty, fraud, theft, wrongful conduct or tampering of the Site and/or service; or
- v) any other grounds specified in these Terms.

(c) Your participation, access to and use of the Site will immediately terminate if you're The Honest Grocer account is terminated for any reason whatsoever.

19. **Force Majeure:** If the performance by The Honest Grocer of its obligations under these Terms is prevented by reason of "force majeure" (which shall include prevention occasioned by fire, casualty, accident, act of God, natural disaster, any law, order, proclamation, regulation, demand or requirement of any government or government agency, strikes, labour disputes, shortage of labour or lack of skilled labour, shortage or unavailability of Products or raw materials, delay in transit, electricity or communications failures, or other causes whatsoever (whether similar to the foregoing or not) beyond the reasonable control of The Honest Grocer) The Honest Grocer shall be excused from such performance to the extent of such prevention.
20. **No waiver:** Failure on the part of The Honest Grocer to enforce any of these Terms shall not be construed as a waiver or as a waiver of The Honest Grocers right to enforce these Terms at a later date.
21. **Governing law:** New Zealand law governs the use of the Site and these Terms.
22. **Definitions:** Capitalised terms not otherwise defined in these Terms have the meanings set out below:

"**App**" means The Honest Grocer applications available for downloading to mobile electronic devices, which provides a range of services to make it easier to shop at The Honest Grocer.

"**CGA**" means the Consumer Guarantees Act 1993.

"**The Honest Grocer**" means Container Door Limited trading as the Honest Grocer.

"**The Honest Grocer Online Shopping**" means the part(s) of this Site by which Products are offered for sale online by the Honest Grocer to a Customer.

"**Customer**" means you and all other persons who purchase the products under your Sign in, and, as the context requires, includes any person browsing Honest Grocer Online Shopping who is not registered to use Honest Grocer Online Shopping.

“**Delivery Fee**” has the same meaning as the Fulfilment Fee.

“**Delivery Address**” means the address(es) registered with The Honest Grocer.

"**Delivery Point**" means an outside area of the Premises, such as your front door, or any particular outside area specified by you on a particular Product order form. If the Premises are a multi-level building, the Delivery Point shall be located on the ground floor of such building. For customers who live rural, the delivery point may not be the residence stated.

“**Fair Use Policy**” is as defined in clause 5.4 of the Specific Terms.

“**FTA**” means the Fair Trading Act 1986.

"**Fulfilment Fee**" means the fee you as the Customer must pay to have your Order picked, packed and/or delivered and may also be referred to as "delivery fee".

“**Gold Membership**” means the membership as set out in the The Honest Grocer Membership Terms and Conditions

"**GST**" means goods and services tax chargeable in accordance with the Goods and Services Tax Act 1985.

"**Intellectual Property**" means all intellectual property rights of whatsoever nature, including (without limitation) patents, designs, present and future trade mark or copyright, and whether or not registered or registrable by any means, and the right to file an application for registration thereof.

“**Membership**” refers to registered customers, membership can be free or paid

“**Order**” means any order for a Product or Products submitted using the Site;

"**Premises**" means the premises at the address specified by you on your registration application, as amended from time to time.

"**Products**" means the products for sale in The Honest Grocer Online Shopping.

“**Restricted Products**” means any Product that requires a form of identification proving age before sale.

"**Sign in**" means signing into the Sites, by providing the required sign in information.

“**Silver Membership**” means the membership as set out in the The Honest Grocer Membership Terms and Conditions

“**Site**” means the Honest Grocer Website at www.thehonestgrocer.co.nz.

"**us**", "**we**" or "**our**" are references to The Honest Grocer, its related companies, and directors, officers, employees or agents of the Honest Grocer or its related companies, as the context requires.