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1. Insuring Clause

In consideration of the premium payable under this Policy, and subject to the terms, conditions, definitions, exclusions, limits of liability and warranties contained herein, **Underwriters** agree to indemnify the **Insured** for its provable and ascertainable **Loss** resulting from the occurrence of an **Insured Event** hereunder first discovered during the **Policy Period** and reported to the **Underwriters** during the **Policy Period**, or up to thirty (30) days after expiry of the policy.

2. Insured Events

The following are **Insured Events** covered under this Policy:

- 2.1 Accidental Contamination
- 2.2 Malicious Tampering
- 2.3 Product Extortion

3. Loss

Unless otherwise limited in the Schedule, **Loss** covered under this Policy shall be the reasonable and necessary expenses falling within the following categories, incurred by the **Insured** which arise solely and directly from, and within twelve months of, an **Insured Event**, but does not include, time spent in cooperating in the defence and investigation of any claim or circumstance which might lead to a claim notified under this Policy.

- 3.1 Pre-Recall Expenses
- 3.2 Recall Expenses
- 3.3 Third Party Recall Expenses
- 3.4 Loss of Gross Profit
- 3.5 Product Rehabilitation Expenses
- 3.6 Increased Cost of Working
- 3.7 Product Extortion Demand

4. Definitions

Accidental Contamination: any accidental or unintentional error in the manufacture, production, processing, preparation, assembly, blending, mixing, compounding, packaging or labeling (including any instructions for use) of **Insured Products**, or the introduction into **Insured Products** of a contaminated or unsuitable ingredient or component, or error by the **Insured** in the storage or distribution of any **Insured Products** whilst in the care, custody or control of the **Insured** provided always that the use or consumption of such **Insured Products** has led or would lead to:

- i. internal or external physical symptoms of bodily injury, sickness, disease or death of any person(s) within three hundred and sixty five (365) days following such consumption or use; or
- ii. physical damage to or destruction of tangible property other than damage to or destruction of **Insured Products**.

Adjuster: an insurance company representative who investigates claims and makes settlement recommendations based on the estimate of the damages and the company's liability.

Auditor: a person appointed and authorised to examine accounts and accounting records.

Contaminated Products: those **Insured Products** which have been subject to **Accidental Contamination** or **Malicious Tampering**.

Crisis Consultant: RQA Group or others as agreed by **Underwriters**

Increased Cost of Working: the reasonable and necessary cost, in excess of the ordinary cost of conducting business, that is used to restore the **Insured's** property to resume operations following an **Insured Event** and which is incurred exclusively for the purpose of reducing **Loss**.

Insured: the entity, or entities, specified in Item 1 of the Schedule.

Insured Event: **Accidental Contamination**, **Malicious Tampering** or **Product Extortion** falling within the terms and conditions of this Policy.

Insured Products: products, including their ingredients and components once incorporated therein, as declared to the **Underwriters** in the application form and which are in production or have been manufactured, produced, processed, prepared, assembled, blended, mixed, compounded, packaged, labeled or distributed by the **Insured**, or on behalf of and to the order of the **Insured**, and falling within the categories of products listed in the Proposal Form.

Loss of Gross Profit: the difference between:

- i. the **Insured's** revenue that would have been reasonably projected, but for the sole and direct result of an **Insured Event**; and
- ii. the variable costs that would have been incurred (including the cost of raw materials, and all other saved costs).
for the period:
- iii. 12 months, following discovery of the **Insured Event**; or
- iv. during which the **Insured's** sales revenue remains less than the level at which it would have been reasonably projected had the **Insured Event** not occurred
whichever shall be the first to expire.

Malicious Tampering: any actual, alleged or threatened, intentional, malicious and wrongful alteration or contamination of the **Insured's Products**, by an **Employee** of the **Insured** or any other person, so as to render it unfit or dangerous for its intended use or consumption or to create such impression to the public.

Policy Period: the period specified in Items 2A and 2B of the Schedule.

Pre-Recall Expenses: the reasonable and necessary cost of chemical analysis, physical examination, other necessary laboratory testing incurred by the **Insured** to ascertain whether the **Insured Products** have been contaminated and/or to ascertain the potential effect of an **Insured Event**. This cost is only payable in the event that the tests produce a positive result for contamination and/or tampering.

Product Extortion: any threat or connected series of threats to commit **Malicious Tampering**, for the purpose of demanding **Ransom Monies**, that are communicated to the **Insured**.

Product Rehabilitation Expenses: sales and marketing expenses, including reasonable and customary shelf space and slotting fees, reasonably and necessarily incurred by the **Insured** to re-establish the sales level and the market share of **Insured Products** affected by an **Insured Event** to the level reasonably projected prior to the **Insured Event**, taking into account the reasonable projection had no **Insured Event** occurred and all material changes in market conditions of any nature whatsoever.

Ransom Monies: any circulating medium of exchange including but not limited to cash, monetary instruments, bullion or the fair market value of any securities, property or services which the **Insured** has paid under circumstances described as a direct result of Product Extortion.

Recall Expenses: the costs and expenses reasonably and necessarily incurred by the **Insured** arising solely and directly out of an **Insured Event** for the purpose of, or in connection with, recalling, withdrawing, reworking, destroying or replacing **Contaminated Products** such as:

- i. communication expenses, including but not limited to emergency incident phone lines, public relations specialists, radio, television, internet and media announcement, newspaper and magazine advertising;
- ii. transportation costs in recalling and/or withdrawing **Contaminated Products**;
- iii. rent of additional warehouse space;
- iv. hire of additional persons, other than regular **Employees** of the **Insured**, and of additional accommodation for such persons;
- v. remuneration paid to **Employees** of the **Insured** for overtime;
- vi. out of pocket expenses incurred by personnel under paragraphs (iv) and (v) above, including transportation, other than to and from the **Employees'** normal place of work;
- vii. reasonable and necessary costs incurred by retailers, wholesalers and distributors arising exclusively out of the recalling of **Contaminated Products** on behalf of the **Insured**;
- viii. costs incurred by the **Insured** for the physical examination, reworking, re-labeling and/or destruction and disposal of **Contaminated Products**, including destruction and disposal of packaging and labeling material that cannot be reused;
- ix. costs incurred by the **Insured** in redistributing reworked or relabeled products provided that the cost of reworking and redistribution does not exceed the cost of replacing the **Contaminated Products**;
- x. costs incurred by the **Insured** in replacing **Contaminated Products** which have been, or will need to be, disposed of or destroyed and delivering them to customers or their nominated agents, or costs incurred by the **Insured** for reimbursing the value of such **Contaminated Products** up to the amount received by or due to the **Insured** for such **Contaminated products**, providing replacement is not possible;
- xi. similar directly-related expenses as agreed by the **Underwriters**.

Retention: the amount of any or all **Loss** that the **Insured** shall bear uninsured for each and every **Insured Event** as specified in Item 4 of the Schedule. The limit of liability shall not be reduced by the amount of the **Retention**.

Third Party Recall Expenses: the Recall Expenses incurred by a third party where the **Insured Product**, which has been the subject of an **Insured Event**, becomes an ingredient or component in a product manufactured, processed or distributed by a customer of the **Insured**. The **Underwriters'** maximum liability for all **Third Party Recall Expenses** is \$20,000 in the **Policy Period**, such limit is part of and not in addition to the Limits of Liability shown in the Schedule

Underwriters: means the underwriter(s) named in Item 10 of the Schedule.

5. General Conditions

- 5.1 The **Insured** shall provide the **Underwriters** with immediate notice and details of the discovery, or potential discovery, of an **Insured Event** or as soon as is reasonably practical thereafter.
- 5.2 Before asserting a claim, suit, action or proceeding to which this insurance applies, the **Insured** must have fully complied with all terms and conditions of this Policy and established that payment hereunder is due and that the loss claimed is a covered loss such that no warranty, condition or exclusion is applicable.
- 5.3 The **Insured** shall fully co-operate in the investigation of all claims asserted by such person(s) as the **Underwriters** may appoint and shall provide records and documents as may be reasonably requested by such persons as we designate as often as reasonably requested and producing for inspection at such reasonable place as is designated by the **Auditor/Adjuster** all documents in your possession or control which relate to the matters in question and shall permit extracts or copies thereof to be made.
- 5.4 The **Insured** acknowledges that the **Crisis Consultants, Auditors** and **Adjusters** as may be appointed to conduct audits or post-loss valuations do not act in any capacity as agents or advisors in any capacity on behalf of the **Insured** and owe no duty of care, obligation or responsibility to the **Insured**.
- 5.5 The Underwriters shall be permitted to inspect all of the **Insured's** property, operations, books or records and make copies of same as often as may be reasonably requested at any time whether before or after a loss or claim.
- 5.6 Individual acts of **Accidental Contamination, Malicious Tampering** or **Product Extortion** shall be considered one and the same **Insured Event** if:
 - 5.6.1 With regards to **Accidental Contamination**, such contamination was caused or contributed to by the same or substantially similar error; or introduction of a contaminated ingredient or component; or
 - 5.6.2 With regards to **Malicious Tampering or Product Extortion** the acts in question are threatened, committed or made by the same organisation, group, individual or entity.
- 5.7 The **Insured** shall use due diligence in doing all things reasonably practicable to avoid or mitigate **Loss** resulting from an **Insured Event**.
- 5.8 In the event that the **Insured** introduces any new product category during the **Policy Period**, no coverage shall apply under this insurance for **Loss** incurred by the **Insured** arising out of an **Insured Event** relating to such products unless and until:
 - 5.8.1 The **Insured** provides the **Underwriters** with any material information regarding such new products as the **Underwriters** require and a completed, signed and dated declaration:
 - 5.8.2 The **Underwriters** agrees to cover such new products and the **Insured** accepts any special terms, conditions and exclusions and pays any additional premium charge as may be required by the **Underwriters**.

New products introduced by the **Insured** during the **Policy Period** that fall within existing product categories, which were declared to the **Underwriters** in the application for this insurance are Insured Products and do not need to be notified to the **Underwriters** until renewal of the Policy (except in the circumstances

outlined in clause 5.11 below). However, in no event shall the **Underwriters** be liable for any **Loss** arising out of any such products if the **Insured** knows or should reasonably know of any circumstances that could give rise to an **Insured Event** affecting such new products.

Cancellation by the **Insured**: This Policy may be cancelled by the **Insured** upon giving thirty (30) days' written notice at any time. In this event, the **Underwriters** shall refund the unearned premium computed at the customary short rate. No premium will be refunded where any Insured Events have been notified under this Policy.

- 5.9 Cancellation by the **Underwriters**: This Policy may be cancelled by Underwriters with thirty (30) days' written notice at any time. In this event, the **Underwriters** shall refund the unearned premium computed at the customary short rate. No premium will be refunded where any Insured Events have been notified under this Policy.
- 5.10 In the event of **Loss** under this Policy, claims for payment by the **Insured** shall be made as soon as practicable and shall be accompanied by a computation of the **Loss**, which sets out in detail how the **Loss** has been calculated and what assumptions have been made. The **Insured** shall produce any documentary evidence, books of accounts, bills, invoices and other vouchers and copies of the same which the **Underwriters** or their representatives, including forensic accountants, may require, and the **Insured** shall afford them every assistance in their investigations including reasonable access to the **Insured's** premises, personnel and necessary documents for the purpose of the computation of the **Loss**.
- 5.10.1 The **Underwriters** shall determine the amount of any covered **Loss**, taking into account any savings or recoveries or offsetting or make-up of **Loss** which have been made or which the **Insured** could reasonably have been expected to make, and the ability of the **Insured** to resume operations.
- 5.10.2 **Loss of Gross Profit** shall be assessed by the **Underwriters** based on an analysis of the profits generated by the **Contaminated Products**, and other **Insured Products** which lost sales as a direct result of the **Insured Event**, during each month of the twelve months prior to the **Insured Event**, and taking into account:
- 5.10.2.1 The reasonable projection of the future profitability of such **Contaminated Products** and other affected **Insured Products** had no **Insured Event** occurred;
- 5.10.2.2 All material changes in market conditions of any nature whatsoever, including but not limited to changes in population, consumer tastes, seasonal variations and competitive environment, which would have affected the future marketing of, and profits generated by, the **Contaminated Products** or other affected **Insured Products**.
- 5.10.3 In determining the amount of any covered **Loss** the **Underwriters** shall apply standard accounting principles recognised by the relevant Regulatory Authorities in the **Insured's** jurisdiction. Where the **Insured** is present in more than one jurisdiction the relevant principles to be applied will be those of the jurisdiction in which the entity that has suffered the **Loss** is based.
- 5.10.4 Where a **Loss** is paid by the **Underwriters** in currency other than that which the premium is paid, the rate of exchange for the payment of **Loss** shall be based on the published wholesale exchange rate on the date written notice of the **Insured Event** is received by the **Underwriters**.
- 5.10.5 Whether or not any interim payments have been made a final written statement of **Loss** shall be submitted to the Underwriters no later than 24 months after the discovery by the **Insured** of an **Insured Event**.
- 5.11 The **Insured** shall advise the **Underwriters** of any merger with another entity or the acquisition of a majority of all of the assets of another entity by the **Insured**. Coverage shall only apply to those products declared to the **Underwriters** in the Proposal Form and materials submitted with the Application. Coverage shall only apply to products of the newly acquired or merged entities from the date of the

merger upon agreement in writing by the **Underwriters**, subject to such further information and any special terms, conditions and exclusions and additional premium charge that the **Underwriters** may require.

- 5.12 The insurance afforded by this Policy shall operate as primary insurance in relation to any other product contamination or product recall cover specifically named as such that is also purchased by the **Insured**, except when stated to apply in excess of or in coinsurance of such other insurance. When this insurance is primary and the **Insured** is held covered under other specific product contamination or product recall cover stated to be applicable to the **Loss** on an excess basis, the liability under this Policy shall not be reduced by the existence of such other insurance; however, the **Insured** must provide the **Underwriters** with details regarding such excess insurance at the inception date of this Policy.
- 5.13 The **Insured** shall at all times take all necessary and reasonable steps to preserve evidence and provide all other co-operation as may be reasonably required by the **Underwriters** in the event that they were to pursue a subrogated claim. This will apply both before and after any payment has been made by the **Underwriters** under this Policy. If any payment is made under this Policy and there is available to the **Underwriters** any of the **Insured's** rights of recovery against any third party, then the **Underwriters** shall maintain all such rights of recovery. The **Insured** shall, without charge, give the **Underwriters** all such assistance in their power as the **Underwriters** may require to secure their rights and remedies and at **Underwriters'** request shall make relevant personnel available and execute all documents necessary to enable the **Underwriters** to effectively bring suit in the name of the **Insured**. The **Insured** shall do nothing to prejudice such rights. Any recoveries shall be applied first to subrogation expenses, second to damages, claims expenses, or any other amounts paid by the **Underwriters**, and lastly to the **Retention**. Any additional amounts recovered shall be paid to the **Insured**.
- 5.14 Fraudulent Claims
- 5.14.1 If the **Insured** makes a fraudulent claim under this insurance contract, the **Underwriters**:
- Are not liable to pay the claim; and
 - May recover from the **Insured** any sums paid by the **Underwriters** to the **Insured** in respect of the claim; and
 - May by notice to the **Insured** treat the contract as having been terminated with effect from the time of the fraudulent act.
- 5.14.2 If the **Underwriters** exercise their right under clause (1)(c) above:
- 5.14.2.1 The **Underwriters** shall not be liable to the **Insured** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the **Underwriters'** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and the **Underwriters** need not return any of the premiums paid.
- 5.15 The interest hereunder is not assignable by the **Insured** or the **Insured's** subsidiaries. If an **Insured** shall die or be adjudged incompetent, such insurance shall cover the **Insured's** legal representative as the **Insured** would be covered under this Policy.
- 5.16 The titles of paragraphs, section, provisions, or endorsements of or to this Policy are intended solely for convenience and reference and are not deemed in any way to limit or expand the provisions to which they relate and are not part of the Policy. Whenever the singular form of a word is used herein, the same shall include the plural when required by context.

6. Exclusions

The **Underwriters** shall not be liable in respect of any **Loss**, damage, claim, cost or expense of any nature whatsoever caused by or arising from or attributable to any of the following:

- 6.1 An **Insured Event** or any circumstance that could give rise to an **Insured Event** which is discovered, known by or should reasonably have been known by the **Insured** prior to the inception of the **Policy Period**.
- 6.2 Any **Accidental Contamination** of or **Malicious Tampering with** the products of a competitor of the **Insured** or of products similar to the **Insured's**, including publicity thereof, or loss of public and/or governmental confidence and/or change of any applicable regulation regarding any **Insured Products** or any material or substance used in or similar to any **Insured Products**.
- 6.3 Any loss arising out of the **Insured's** wilful, deliberate, malicious, fraudulent, dishonest, or criminal act.
- 6.4 Any loss arising out of the **Insured's** activities as a trustee, partner, officer, director, or **Employee** of any employee trust, charitable organization, corporation, company, or business other than that of the **Insured**.
- 6.5 Contractual penalties of any kind, including liquidated damages
- 6.6 Any intentional violation by the **Insured** of any national, international, governmental or local laws and regulations regarding the manufacture, production, processing, preparation, assembly, blending, mixing, compounding, packaging, labelling (including instructions for use), storage, distribution or sale of **Insured Products**, or use of ingredients, materials or substances in any **Insured Products** which have been banned by any national, international, governmental or local authority.
- 6.7 Any **Insured Event** notified to a previous insurer, and or claim/circumstance known by the **Insured** prior to the inception of this Policy.
- 6.8 Monetary judgments, awards, or settlements including punitive damages including civil fines and penalties.
- 6.9 Any loss arising from failure or refusal or inability on the part of the **Insured** or any third party to pay any debt or the insolvency or bankruptcy administration liquidation or execution of any security or pledge or the appointment of any receiver or administrator over the assets or undertaking of the **Insured** or the insolvency or bankruptcy of any other entity.
- 6.10 Liability to third parties (including **Employees** of the **Insured** and their heirs) arising from bodily injury, sickness, disease or death of any person or animal, or from damage to or destruction of any property, including loss of use thereof, or any liability to third parties howsoever arising (other than for reimbursement of those specific costs covered elsewhere under this Policy), or any associated costs including the cost or expense of any litigation or judicial, Governmental or regulatory enquiry as a result of an **Insured Event** or otherwise.
- 6.11 Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, and/or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 6.12 **Loss** or damage directly or indirectly occasioned by, happening through, or in consequence of, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or damage to property by or under the order of any government or public or local authority.
- 6.13 Any **Accidental Contamination** arising from genetically modified organisms and/or carcinogens.
- 6.14 **Loss** of, or diminution in, value of crops, livestock, water or land.
- 6.15 Terrorism of any kind.

- 6.16 A recall which has been initiated:
- 6.16.1 pursuant to an order by any country's regularly constituted national, federal, state, provincial or local regulatory agency or judicial body pursuant to regulations on food safety that; or
 - 6.16.2 voluntarily by the **Insured**, following consultation with any country's regularly constituted national, federal, state, provincial or local regulatory agency or judicial body;
that do not arise from an Insured Event.
- 6.17 Any actual or alleged false, deceptive or unfair trade practices violation of any national, international, governmental or local anti-trust, restraint of trade, unfair competition, consumer protection or price fixing law, or any rules or regulations promulgated thereunder.
- 6.18 Any claim brought against any **Insured** by another **Insured**.

7. Warranties

If the **Insured** breaches a warranty in this insurance contract, the **Underwriters'** liability under the contract shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The **Underwriters** will have no liability to the **Insured** for any loss which occurs, or which is attributable to something happening, during the period when the **Underwriters'** liability is suspended.

- 7.1 At inception hereof, the **Insured** has no knowledge or information of any matter, fact or circumstance which is likely to give rise to a Loss hereunder.
- 7.2 The **Insured** does not disclose the existence of this Policy to any third party without prior approval of the Underwriters unless contractually bound to disclose. Implicit approval is given by the **Underwriters** for disclosure where it pertains to internal executives, directors, associates and bodies of the **Insured** and, only if required, by any government/ regulatory agencies.
- 7.3 The **Insured** observes and complies with any laws and regulations of which it should have been reasonably aware.

8. Claims Notification to:

Delta Insurance New Zealand Limited
Level 2, 204 Quay Street
Auckland 1010
PO Box 106 276
Auckland 1143
+64 9 300 3079
claims@deltainsurance.co.nz

9. Complaints

How to make a complaint

Any enquiry or complaint relating to this Policy should be referred to Delta Insurance New Zealand Limited in the first instance.

Complaints officer
Delta Insurance New Zealand Limited
complaints@deltainsurance.co.nz
Level 2, 204 Quay Street, Auckland, 1010
PO Box 106 276, Auckland 1143
+64 9 300 3079

We will acknowledge receipt of your complaint within 5 business days and do our utmost to resolve the complaint to your satisfaction within 10 business days, unless we require further information in which case, we will agree an alternate time frame with you.

If this does not resolve the matter or the Insured is not satisfied with the way the complaint has been dealt with, the Insured should write to:

Lloyd's General Representative in New Zealand C/O Hazelton Law
Level 29 Plimmer Towers
2-6 Gilmer Tce,
Wellington 6011
P O Box 5639, Wellington 6145
New Zealand

Following receipt of your complaint, you will be advised whether your dispute will be handled by the Complaints team at Lloyd's Australia or the Lloyd's Complaints team in the UK, or what other avenues are available to you.

A final decision will be provided to you within two months of the date on which you first made the complaint unless certain exceptions apply.

If your complaint is not resolved in a manner satisfactory to you or we do not resolve your complaint within two months of originally receiving it, you may refer the matter to the Insurance and Financial Services Ombudsman (IFSO Scheme) The IFSO Scheme can be contacted as follows:

Telephone: 0800 888 202 or +64 4 499 7612
Email: info@ifso.nz

or via their website
www.ifso.nz
Post: PO Box 10-845 Wellington
New Zealand

Your complaint must be referred to IFSO Scheme within 3 months of the final decision, unless IFSO Scheme considers special circumstances apply. If your complaint is not eligible for consideration by IFSO Scheme, you may be referred to the Financial Ombudsman Service (UK) or you can seek independent legal advice. You can also access any other external dispute resolution or other options that may be available to you.

Data Protection

Underwriters and other group companies will use information given together with other information for the administration of this **Policy**, the handling of claims and the provision of customer services.

The information may also be disclosed to the **Underwriters** service providers and agents for these purposes. It may also be disclosed to the **Insured's** Insurance Adviser.

The **Insured** has a right to request a copy of the information (for which the **Underwriters** may charge a small fee) and to correct any inaccuracies.

If further information is required as to how data is processed, or as to the exercise of any rights under any data privacy laws, the **Insured** should read the Privacy Policy available at <https://www.beazley.com/privacy> or by requesting a copy from the Data Protection Officer at dpo@beazley.com.

By submitting information to the **Underwriters** relating to any identifiable individual, the **Insured** represents that it has authority to provide that personal information to the **Underwriters**. With respect to any individual about whom the **Insured** provides personal information to the **Underwriters**, the **Insured** agrees: (a) to inform the individual about the content of the Privacy Policy; and (b) to obtain any legally-required consent for the collection, use, disclosure, and transfer (including cross-border transfer) of personal information about the individual in accordance with the Privacy Policy.

Sanctions

No **Underwriter** shall be deemed to provide cover and no **Underwriter** shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose those **Underwriters** to any sanction, prohibition or restriction under United Nations' resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States of America, Australia or New Zealand.

Law and Jurisdiction

Unless specifically agreed to the contrary this Policy shall be governed by the laws of New Zealand and subject to the exclusive jurisdiction of the courts of New Zealand.

Any summons, notice or process to be served upon Us for the purpose of instituting any legal proceedings against Us in connection with this Policy must be served upon:

Lloyd's General Representative in New Zealand
c/o Hazelton Law
Level 29 Plimmer Towers
2 – 6 Gilmer Terrace
Wellington, New Zealand
P O Box 5639,
Wellington 6145
New Zealand