

**VETLIFE SCIENTIFIC LIMITED t/a CENTRE FOR DAIRY EXCELLENCE
TERMS OF TRADE**

1. DEFINITIONS & INTERPRETATION

- 1.1 "Practice" shall mean Vetlife Scientific Limited trading as Centre for Dairy Excellence, its successors and assigns or any person acting on behalf of and with the authority of Centre for Dairy Excellence.
- 1.2 "Client" shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any estimate, work authorisation or other form as provided by the Practice to the Client.
- 1.3 "Goods" shall mean Goods supplied by the Practice to the Client and are described on the invoices, quotes or any other forms as provided by the Practice to the Client.
- 1.4 "Services" shall mean all Services supplied by the Practice to the Client and includes any advice or recommendation (and where the context so permits shall include any supply of Goods as defined above).
- 1.5 "Animal(s)" shall mean any animal seen by the Practice for the Client, or seen at the property of the Client, for treatment and/or any other services.
- 1.6 "Price" shall mean the Price payable for the Good and Services as agreed between the Practice and the Client in accordance with clause 4 and 5 of this document.
- 1.7 "Intellectual Property" includes all Intellectual Property rights (including without limitation copyright, patent and design rights, drawings, documents, data, ideas, procedures and calculations).
- 1.8 "RVM" refers to Registered Veterinary Medicines.
- 1.9 Words importing the singular include the plural and vice versa.
- 1.10 Headings are for convenience only and do not form part of, or affect the interpretation of, these Terms of Trade.

2. OWNERSHIP

- 2.1 Ownership of Goods supplied under these Terms of Trade remains with the Practice until payment for the Goods is made in full.

3. RISK AND DELIVERY OF GOODS

- 3.1 Delivery occurs at the time possession of the Goods passes to the Client (or a person nominated by the Client) from the Practice. The risk in Goods supplied passes to the Client on delivery.
- 3.2 Clients are advised to consult the expiry date of Goods accepted at time of delivery and that in doing so they accept as appropriate the expiry dates unless otherwise agreed to.

4. ESTIMATES

- 4.1 Unless stated otherwise, any price the Practice gives the Client for Service is an estimate ("the Estimate") on a plus GST basis of the anticipated cost for the Practice to complete the Service. The Estimate is subject to clause 5 below.
- 4.2 The Estimate is open for acceptance for the period of time stated in the estimate but otherwise 7 days after it is dated unless withdrawn by the Practice prior to acceptance.
- 4.3 The Practice will not be obliged to commence the Service until the Client has accepted the Estimate in writing and signed a copy of these Terms of Trade.

5. PRICE

- 5.1 Notwithstanding any Estimate given, unless the Practice has agreed in writing to be bound by a set price for the Service, the Client shall pay to the Practice the actual cost of completing the Service ("the Actual Cost") which will be calculated by totalling the following:
 - a. the number of hours of Service multiplied by the hourly rates for the workers involved on the date which the Service is undertaken or if the supply occurs over more than one day, the relevant hourly rates on the last day on which Services are rendered;
 - b. any disbursements (including without limitation delivery costs) incurred by the Practice on the Clients behalf;
 - c. the retail cost of any Goods supplied by the Practice as part of the Service.
- 5.2 The Actual Cost and all prices are plus GST and other taxes which are payable by the Client in New Zealand dollars.
- 5.3 Disbursements incurred by the Practice on the Client behalf may include a reasonable mark-up.
- 5.4 In the event these Terms of Trade are terminated in accordance with clause 10.2.d prior to completion of the Service, the Client must immediately pay the Practice the Actual Cost at the termination date plus 50% of the balance of the part of the Estimate that relates to the current stage of the Service as described in the agreed task description of the Service.

6. TERMS OF PAYMENT

- 6.1 The Practice may require the Client to pay a deposit, being an advanced payment for the Service, before the Practice commences the Service.
- 6.2 Payment for the Service (and any associated expenses and disbursements) is due on the 20th day of the month following the month in which the Service is undertaken except where the Practice has agreed in writing that other terms shall apply ("the Due Date").
- 6.3 If the Client does not make payment on the Due Date, the Client will be in default and must pay default interest at the rate of 1.5% per month, which shall accrue on a daily basis on the total amount outstanding from the Due Date to the date of payment in full.
- 6.4 Notwithstanding clause 6.3 if payment is outstanding for 7 days from the Due Date, the Practice may suspend performing the Service until the date of payment in full (subject always to clause 6.5). The Client must pay in cash for any Service completed by the Practice until payment is made in full (together with any accrued interest).
- 6.5 The Practice may notify the Client at any time that it has ceased to carry out the Service otherwise than by immediate payment. This cessation does not relieve the Client for amounts owing up to the date on which such notice is given.
- 6.6 Payment of all money shall be without set-off or deduction of any kind.
- 6.7 The Practice will apportion payments to outstanding accounts as it considers appropriate.
- 6.8 The right is reserved to cancel all indicated discounts in the absence of payment in full by the due date.

7. PERFORMANCE OF WORK

- 7.1 The Practice will:
 - a. perform the Service with skill, care and diligence in a professional manner;
 - b. endeavour to ensure that the Service is performed in accordance with any time frames agreed in writing with the Client;
 - c. Liaise with the Client where the Client is both available for liaison and contactable during the course of performing the Service in accordance with the reasonable requirements of the Client.
- 7.2 The Client will give full and appropriate assistance by way of human resource and facilities to enable the Practice to perform the Service by:
 - a. giving clear instructions;
 - b. promptly providing any information or content required from the Client for the Practice to complete the Service;
 - c. ensuring that the Service and products derived from the Service are fit for the purpose the Client intends to use them for and meet any appropriate statutory, regulatory, governmental and industry and environmental controls, standards or practices.

- 7.3 The Practice reserves the right not to administer any drug or treatment if the Practice considers administering it would not be in the best interests of the health of the Animal(s).
- 7.4 The Practice reserve the optional right not to or to provide veterinary RVM scripts for the purposes of supply of RVM's.
- 7.5 The Practice reserves the right not to accept any Goods for refund or credit. The Client accepts that Goods requiring controlled environment handling are simply not returnable.

8 PERSONAL PROPERTY SECURITIES ACT 1999 ("PPSA")

- 8.1 All terms in this clause 8 have the meaning given in the PPSA and section references shall be to sections of the PPSA.
- 8.2 Clause 2.1 creates a security interest in Goods the Practice supplies to the Client as part of the Service.
- 8.3 The Client shall not grant any other security interest or any lien over Goods that the Practice has a security interest in.
- 8.4 At the request of the Practice, the Client shall promptly sign any documents and do anything else required by the Practice to ensure that security interest constitutes a first ranking perfected security interest in the Goods.
- 8.5 The Practice may at any time enter the premises and properties of the Client to uplift Goods that the Practice has a security interest in.
- 8.6 If Goods that the Practice have a security interest in are processed, included or dealt with in any way causing them to become accessions, processed or commingled goods, security interest will continue in the whole in which they are included. The Client shall not grant any other security interest or any lien in either the Goods or in the whole.
- 8.7 The Client waives any rights they may have under sections 114(1) (a), 116, 120(2), 121, 125, 126, 127, 129, 131, 133, and 134 of the PPSA.
- 8.8 The Client waives the right to receive a copy of any verification statement (as that term is defined in the PPSA).
- 8.9 The Client will give the Practice prior written notice of a proposed change of name or address.

9 LIMITATION OF LIABILITY

- 9.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986, and other statutes may impose warranties, conditions or obligations upon the Practice which cannot by law (or which can only to a limited extent by law) be excluded. The Practice exclude all such imposed warranties, conditions or obligations to the extent permitted by law and exclude any warranty, condition or obligation imposed or implied under common law, equity or otherwise.
- 9.2 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Client acquires Service and/or Goods from the Practice for the purposes of a business in terms of sections 2 and 43 of that Act.
- 9.3 Except to the extent that the law prevents the Practice from excluding liability and as expressly provided for in clause 9.5, the Practice shall not be liable for any loss or damage or liability of any kind whatsoever (including consequential loss or lost profit or business) whether suffered or incurred by the Client or another person and whether in contract, or tort (including in negligence), or otherwise and whether such loss or damage arises directly or indirectly from Service or Goods provided by the Practice to the Client.
- 9.4 The Client shall indemnify the Practice against all claims and loss of any kind whatsoever however caused or arising which is brought by any person in connection with any matter, act, omission, or error by the Practice, its agents or employees in connection with the Service.
- 9.5 To the extent that the Practice is liable for any reason for any loss suffered or liability incurred by the Client arising from any breach of these Terms of Trade or for any other reason, such liability is limited to the amount of the Actual Cost. If Goods are returned by the Client, or if the Client makes a claim in writing to the Practice in relation to the Goods or Services provided under the Work, the Practice may, at its discretion, repair or replace the Goods or re-perform the Services, or refund the amount of those Goods or Services to the Client, provided that:
- The Goods must be returned or the claim must be made in writing to the Practice within fourteen (14) days of the Goods or Services being provided; and
 - The Client must supply the date and number of any invoice relating to the Goods and/or Services; and
 - The Practice must have a reasonable opportunity to inspect the Goods; and
 - The Client must have complied with the provision of these Terms of Trade.
- 9.6 Notwithstanding anything contained in clause 9.5 the Practice shall not be obliged to accept the return of any Goods that require or may require managed storage conditions.

10 DEFAULT

- 10.1 The security interests created by these Terms of Trade become enforceable if any of the following events occur:
- The Client fails to pay any money owing on the Due Date;
 - The Client sells, parts with possession or disposes of any Goods or does anything inconsistent with the Practice ownership of the Goods prior to making payment in full;
 - The Practice believes the Client has committed or will commit an act of bankruptcy, have had or are about to have a receiver or liquidator appointed, or are declared insolvent;
 - the Goods are at risk, as that term is defined in the PPSA;
 - The Client neglects or fails to carry on business to the reasonable satisfaction, or if there is a significant deterioration in the trading or asset position;
 - The Client is otherwise in breach of their obligations under these Terms of Trade.
- 10.2 If any of the events described in clause 10.1 occur, in addition to any remedies the Practice may have at law, the Practice may do one or more of the following:
- suspend the Service in accordance with clause 6.5;
 - charge default interest in accordance with clause 6.3;
 - enter on to the premises and repossess any Goods which have not been paid for in full;
 - immediately terminate these Terms of Trade by notice in writing to the Client.

11 INTELLECTUAL PROPERTY

- 11.1 In respect of Intellectual Property used in or arising from the production of the Goods or the performance of the Service:
- all pre-existing Intellectual Property the subject of an Intellectual Property right resides with the owner as at the date of these Terms of Trade (whether the Client or the Practice);
 - any new Intellectual Property will be dealt with in accordance with clause 12.
- 11.2 If any Service is to be undertaken based on Client designs, the Client warrants that the undertaking of the Service by the Practice will not infringe any third party's Intellectual Property rights and will indemnify the Practice against any loss, liability, costs and expenses in the event of any claim being made that the Service infringes any patent, copyright or other rights of any other person.

12 INTELLECTUAL PROPERTY OWNERSHIP

- 12.1 Subject to clause 11.1a the Practice is and will remain the exclusive owner everywhere in the world of all Intellectual Property rights and interests (including copyright and all other statutory and common law rights and interests) in the Service, and any other work performed for the Client, as first owner of those Intellectual Property rights and interests.
- 12.2 The Practice shall retain exclusive worldwide ownership at all times of artistic styles, methods of working, techniques, ideas, skills and know-how.
- 12.3 The Client must not attribute the Services to anyone other than the Practice or remove any trademarks, signatures, logos or similar.
- 12.4 Client data residing as online health plans remain the property of the Practice and can only be accessed / provided with the express consent of the Practice.

12.5 This clause 12 shall continue in force as between the parties notwithstanding the termination of these Terms of Trade or the completion of the Services.

13 PRIVACY OF INFORMATION

13.1 The Practice is authorised:

- a. to collect, retain and use information about the Client from any person for the purpose of assessing creditworthiness;
- b. to disclose information about the Client:
 - i. to any person who guarantees, or who provides insurance, or who provides any other credit support, in relation to the Client obligations to the Practice;
 - ii. to such persons as may be necessary or desirable to enable the Practice to exercise any power or enforce or attempt to enforce any rights, remedies and powers under these Terms of Trade.

14 NOTICES

14.1 Any notice may be given by phone, in person, posted, or sent by fax or email to the Client (or where this is a company, to any of the directors).

15 VARIATION

15.1 The Practice shall be entitled at any time by notice in writing to vary any provision of these Terms of Trade and the Client shall be bound by such variation. Notification of the terms of trade changes will be via publication on the Practice website and the amended terms of Trade shall be operative as from the date of publication of the amended Terms of Trade.

15.2 The Practice will draw to the attention of the Client the updated Terms of Trade by a reminder in Client publications.

16 CONFIDENTIALITY

16.1 The Client shall at all times treat as confidential all non-public information and material received from the Practice and shall not publish, release, or disclose the same without prior written consent. For clarity, confidential information includes any new Intellectual Property and prices.

17 COSTS

17.1 The Client must pay costs (including legal costs, as between solicitor and client) of and incidental to the enforcement or attempted enforcement of Practice rights, remedies and powers under these Terms of Trade.

18 CREDIT INFORMATION

18.1 The Client consents to the Practice and any financier or credit-rating agency making enquiries of and obtaining any information about financial standing and creditworthiness.

19 JURISDICTION

19.1 These Terms of Trade are governed by and construed in accordance with the current laws of New Zealand and the parties agree to submit to the non-exclusive jurisdiction of the Courts of New Zealand for any disputes or proceedings arising out of or in connection with these Terms of Trade.

20 ASSIGNMENT

20.1 The Client must not subcontract or assign any rights, powers or obligations under these Terms of Trade.

21 DISPUTES

21.1 Any claim or dispute arising under these Terms of Trade shall be determined by arbitration under the Arbitration Act 1996 if the parties are unable to resolve such dispute themselves within one (1) month of the dispute arising. However, nothing in this clause prevents either party from taking immediate steps to seek any equitable relief before the New Zealand Courts.

22 FORCE MAJEURE

22.1 If the Practice has given a time frame for completion of the Service, unless agreed in writing to the contrary such a time frame is approximate only and is not deemed to be of the essence of the contract.

22.2 The Practice shall not be liable for delay or failure to perform the Service if the cause of delay or failure is beyond their control.

23 THIRD PARTY WARRANTIES & SCR TAGS WARRANTY

23.1 The Practice will use its reasonable endeavours assign and pass through to the Client, or if it is unable to do so, to hold for the Client's benefit, all warranties provided by third parties in respect of any Goods that are supplied by such third parties but subject to any exclusions, conditions and/or limitations that may apply to such warranties. The specific terms of such applicable third party warranties shall be available from the Practice on request.

23.2 In particular, where the Client purchases Tags from the Practice supplied by SCR (Engineers) Limited ("SCR") the Client shall be provided with a warranty from SCR for such Tags on the terms as then provided by SCR. The terms of SCR's current warranty are attached.

SCR (Engineers) Limited - Warranty Terms

As part of SCR (Engineers) Limited ("SCR") commitment that its products are and will remain free from defects in respect of material and workmanship arising from their normal use and service, and its commitment to customer satisfaction, SCR is offering a warranty as follows ("Warranty"):

General

Subject to the following, the warranty for H-Tags TM , HR-Tags TM , H-LD-Tags TM and HR-LD-Tags TM ("Tags"), not including the belt, buckle and weight parts ("Tag Elements"), will be 3 years commencing from the date of installation, provided that an activation of the Tags is conducted according to SCR's workbook within 6 months of the date of SCR's Bill of Lading ("Supply Date") ("Basic Warranty Period").

The customer is entitled to purchase an extensive warranty, in accordance with SCR's Extended Warranty procedure. In such an event, the warranty period shall be ending 5 years following the date of installation ("Extended Warranty Period").

The warranty on the Tag Elements will be 2 years (not including normal wear and tear) commencing from the date of SCR's bill of lading to the customer ("Tag Elements Warranty Period").

Basic Warranty Period, Extended Warranty Period, and Tag Elements Warranty Period, collectively and separately, the "Warranty Period").

The above notwithstanding, in the event that an activation of the Tags is not concluded according to SCR's workbook within 6 months of the Supply Date, then the warranty period will be counted as of the Supply Date.

During the Warranty Period, Tags and Tag Elements will be replaced at no charge. The Warranty Period and terms of this Warranty will also apply to the new Tag and/or Tag Element provided under this Warranty for the remaining term of the Warranty Period of the original Tag or Tag Element replaced.

Customers who provide replacements from their stock will be issued a credit by SCR in accordance with the credit terms mentioned in SCR RMA Procedure.

Following the end of the Warranty Period, the malfunctioning Tags and Tag Elements will be replaced by SCR at the current listed price for a new Tag and/or Tag Element.

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Tags for replacement must be disassembled from the belt and sent back to SCR after cleaning and disinfecting. The Warranty shall not apply in the event that SCR's Tags and Tags Element has been damaged by unreasonable use, accident or negligence.

SCR's obligation under this Warranty shall be limited to, at its discretion, either the repair or exchange, free of charge, of the Tag and Tag Elements that has been proved to be defective arising from normal use during the Warranty Period. Any defective Tags and/or Tag Element sent for replacement must be accompanied by detailed information according to the SCR RMA Procedure.

The customer will send the claim first and will notify SCR in advance of the shipment of defective Tags and/or Tag Element. The defective Tags and/or Tag Element will be sent only after confirmation by SCR. Shipment will be at the customer's cost.

It should be noted that this Warranty is valid on the condition that the Tag and Tag Element is used and stored according to SCR's instructions as set out in SCR's instruction manuals and according to the technical limitations as stipulated in SCR's literature or as stated by a representative of SCR.

SCR reserves the right, at its sole discretion, to amend/alter these terms by providing prior written notice of 14 days.

Note: The Tags contain a lithium battery and should be disposed of properly according to the regulations of each country.