

STANDARD TERMS AND CONDITIONS OF SALE OF GOODS

Interpretation: **Conditions** means the terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between you and us; **Contract** means the contract for the sale and purchase of the Product including the Conditions and the form overleaf; **Product** means the goods we are to supply in accordance with these Conditions; **We** and **Us** means Agrihealth NZ Limited, an incorporated company having its registered office at 214 Jervois Rd, Herne Bay, Auckland; **Writing** includes fax and email communication; and **You** means the person or organisation whose order for the Product is accepted by us.

1 Agreement We agree to sell and you agree to buy the Product subject to the Contract. No variation to these Conditions shall be binding unless agreed in Writing between our respective authorised representatives. Our employees and agents may not make any representations concerning the Product unless confirmed by us in Writing. You agree that you do not rely on any such unconfirmed representations. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, invoice or other documentation or information issued by us shall be subject to correction without any liability on our part.

2 Product Supplies of Product are subject to availability. We shall not accept any order submitted by you until confirmed in Writing by our authorised representative. You shall be responsible to ensure the accuracy of the terms of any order submitted by you. No order which has been accepted by us may be cancelled by you except with our agreement in Writing and on terms that you shall indemnify us in full against any loss (including loss of profit), costs, damages, charges and expenses incurred by us as a result of the cancellation.

3 Price The price for the Product is the price quoted in writing by us, or where no price is quoted, the price listed in our published price list (if any) current at the date of acceptance of the order. Prices quoted do not include GST and are subject to change without prior notice. All prices are given ex our distributor's premises, and where we agree to deliver the Product other than at our distributor's premises, you are liable to pay our charges for transport, packaging, insurance and dispatch.

4 Payment, Risk, Transfer of Goods to You You agree to pay for the Product on the 20th of the month following the date of the invoice. Interest is payable for late payment at 2% per month or part of a month. Property in the Product shall transfer to you on payment of the price. You accept the risk of the Product from the time the Product reaches your delivery address.

5 Delivery If you fail to take delivery of the Product or fail to give us adequate delivery instructions at the time stated for delivery (other than for any reason beyond your reasonable control or by reason of our fault) you will be liable to us for the purchase price of the Product under the Contract.

6 Our Rights Where Prompt Payment Is Not Received Whether or not property in the Product has passed to you, until we have received payment for the Product, we may (a) cancel the Contract or suspend any further deliveries to you, or (b) hold or obtain possession of the Product and sell or resell the Product.

7 Warranties and Liability We warrant to you that we have title to the Product. While we endeavor to ensure the high quality of our Product, we do not undertake as to the quality, fitness or description of the Product. Subject as expressly provided in these Conditions, all warranties, conditions or other terms implied by law (including under the Fair Trading Act 1986) are excluded to the fullest extent permissible by law. We shall not be liable to you for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever which arise out of or in connection with the Product, and our entire liability under or in connection with the Contract shall not exceed the price of the Product, or replacement of the Product. We shall not be liable to you or deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, our obligations in relation to the Product where such delay or failure was due to any cause beyond our reasonable control.

8 Technical Advice Where we provide technical advice we do so to provide helpful suggestions only. We assume no liability for any technical advice given. You accept that advice entirely at your own risk, based on your own judgement, and not in reliance on us.

9 Privacy Information provided by you to us will be used to fill your order, and may be used by us for our business and marketing purposes. You have the right at any time to request an update or correction of your information or to remove your name from our mailing list (if any).

10 General Any reference to any provision of a statute shall be a reference to that statute as amended from time to time. Headings are for convenience and shall not affect the interpretation of these Conditions. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provision of these Conditions and the remainder of the provision in question shall not be affected. Any dispute arising under or in connection with these Conditions or the sale of the Product shall be referred to arbitration by a single arbitrator appointed by agreement or nominated by the President for the time being of the Auckland District Law Society. This Contract is governed by the laws of New Zealand and you agree to submit to the non-exclusive jurisdiction of the New Zealand courts.