



**0800 VET 4 FARM**  
**838 432**

**P O Box 7119, Invercargill**  
**Fax. 03 214 3939**  
**admin@vet4farm.co.nz**  
**www.vet4farm.co.nz**

## TERMS AND CONDITIONS OF SALE – Page 1

### 1. DEFINITIONS

- 1.1. "Vet4Farm" shall mean Vet4Farm Limited and its successors and assigns.
- 1.2. "Customer" shall mean the person, entity or organisation who operates the account and any person with the authority of the customer or in the case of a cash purchase the person, entity or organisation placing an order with Vet4Farm.
- 1.3. "Goods" shall mean any Goods supplied by Vet4Farm to the Customer, and includes any services performed by Vet4Farm.

### 2. APPLICATION

- 2.1. These terms of trade apply to all accounts opened and any contract for Sale of Goods entered into by Vet4Farm.
- 2.2. Any order placed with Vet4Farm constitutes your agreement to be bound by these terms.
- 2.3. Any additional or different terms you stipulate or state in any communication with us (including an order) are hereby objected to and will not bind Vet4Farm unless agreed in writing.
- 2.4. No salesperson, representative or agent is authorised by Vet4Farm to give any guarantee, warranty or representation in addition to, or contrary to these conditions.
- 2.5. In any event, acceptance of goods by you (or another as you direct) upon delivery constitutes your agreement to be bound by these terms.

### 3. PRICES

- 3.1. All prices quoted are exclusive of GST unless stated to the contrary.
- 3.2. All prices are subject to change without notice.
- 3.3. Goods will be billed at the prices ruling at the time of invoicing.

### 4. PAYMENT

- 4.1. All invoices are due for payment on or before 20<sup>th</sup> of the month following month of invoice.
- 4.2. Any dispute regarding prices must be raised within seven days of receipt of invoice. Failure to do so may invalidate such claim.
- 4.3. In the event of an overdue account Vet4Farm reserves the right to postpone or cancel further delivery without notice until payment is made.
- 4.4. Any expenses, costs or disbursements incurred by us in recovering any outstanding monies, including but not limited to debt collection agency fees or solicitor's costs, shall be the responsibility of the Customer.

### 5. INTEREST FOR LATE PAYMENT

- 5.1. Interest at a rate equal to 2.5% per month calculated on a daily basis shall be payable on any monies outstanding under the Contract from the date payment is due until the date payment is received by the Company, but without prejudice to the Company's other rights or remedies in respect of the Customer's default in failing to make payment on the due date.

### 6. RISK

- 6.1. Risk of any loss, damage or deterioration of or to the goods is to be borne by the buyer from the date of delivery of the goods.

### 7. DELIVERY

- 7.1. Vet4Farm will deliver the Goods to the address stated on the Order or as requested and agreed by Vet4Farm.
- 7.2. Vet4Farm will deliver the Goods by such carrier and such form of transport we consider to be appropriate. Where the Customer specifies the carrier and the means of carriage, Vet4Farm shall deliver the Goods in the way specified, with any additional cost of such carriage being an additional charge to be invoiced additional to the price of the Goods.
- 7.3. The time agreed for delivery shall not be an essential term of this contract and Vet4Farm shall not be liable for any delay.

### 8. INSPECTION

- 8.1. The Customer must inspect the Goods within seven (7) days of delivery (time being of the essence). The Customer must give notice in writing to Vet4Farm within seven (7) days of delivery (time being of the essence) in the event that the goods ordered are damaged, short dated, or do not correspond to the invoice supplied. If no notice is given to Vet4Farm within seven (7) days of delivery (time being of the essence) the Customer is deemed to have accepted the Goods as delivered.

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**9. RETURNS**

- 9.1. At Vet4Farm's sole discretion it may consider a reasonable request to return goods supplied. Goods may only be considered by Vet4Farm for return if:
- The Goods and packaging are undamaged, unopened and if sold as a unit the unit is complete
  - Vet4Farm receives the returned Goods or receives notification from the Customer that it intends to return Goods within fourteen (14) days of delivery, unless prior trading terms have been arranged with Vet4Farm in writing.
  - Goods requiring refrigeration will not be accepted as returned goods.
  - A *Credit Request Form* is completed with full details of invoicing provided by the Customer.
  - Goods sold as "procures", "directs" or "specials" will not be accepted as returned Goods.
  - Freight previously paid on returned Goods will not be credited by Vet4Farm.
  - Any returns sent without prior authorisation or notification to Vet4Farm will be entirely at the risk of the Customer. Vet4Farm will not be responsible for non-received unauthorised returns.

**10. RETENTION OF TITLE**

- 10.1. The legal and equitable ownership of the Goods supplied and a security interest will remain with Vet4Farm until payment has been made for the full purchase price for the Goods, and of all monies for the time being due and owing to Vet4Farm.
- 10.2. If the Goods have been mixed with or incorporated into other Goods or products so that it is impossible or impracticable to remove the Goods supplied, then Vet4Farm will be co-owner of the mixed Goods or new products in proportion to the contribution made by Vet4Farm's Goods to the mixed Goods or new products.

**11. INTELLECTUAL PROPERTY RIGHTS**

- 11.1. The Customer will not use, reproduce, license, sell, release or modify (including via internet) any images, graphics, photographs or other copyright works supplied by Vet4Farm, without the prior written consent of Vet4Farm.

**12. LIABILITY**

- 12.1. Vet4Farm shall not be liable for any loss of profits or any consequential, indirect or special loss, damage or injury of any kind whatsoever suffered by the Customer arising directly from any breach of any of Vet4Farm's obligations arising under or in connection with the Contract or from any cancellation of the Contract or from any other act or omission on the part of the company, its servants, agents or contractors nor shall Vet4Farm be liable for any loss, damage or injury caused to the Customer's servants, agents, contractors, customers, visitors, tenants, trespassers or other persons whomsoever (whether similar to the foregoing or not) arising as aforesaid. The Customer shall indemnify Vet4Farm against any claim by any of the foregoing persons in respect of any loss, damage or injury arising as aforesaid.

**13. PRIVACY ACT 1993**

- 13.1. The Customer authorises Vet4Farm to collect, retain, and use personal information about the Customer (including information collected in this document) for the following purpose:
- Assessing the Customer's creditworthiness
  - Disclosing to a third party details of this application and any subsequent dealings that party may have with Vet4Farm for the purpose of recovering amounts payable by the Customer, and for providing credit references
  - Operation of normal business activities by Vet4Farm
- 13.2. The Customer, if an individual, has a right of access to information about the Customer held by Vet4Farm. The Customer may request correction of that information and may require that the request be stored with that information.

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**14. DEFAULT**

- 14.1. If an event of default occurs:
- a. Vet4Farm may suspend or terminate any Contract
  - b. The amount owing shall immediately become due and payable notwithstanding that the due date has not arisen
  - c. Vet4Farm may enforce the Security Interest
  - d. Vet4Farm may (without the consent of the Customer) appoint a receiver in respect of any Goods and any receiver is authorised to do anything referred to in these terms and conditions and otherwise to exercise all rights and powers conferred on a receiver by law
  - e. Vet4Farm may claim all costs of debt collection and default from the Customer
  - f. The Customer agrees that at any time after an Event of Default has occurred and is continuing or at any time if any Goods are at risk, Vet4Farm may:
    - 14.1.f.1. Take possession of any Goods; and/or
    - 14.1.f.2. Sell or otherwise dispose of any Goods

**15. ASSIGNMENT**

- 15.1. Vet4Farm is entitled at any time to assign to any other person all or part of any debt owing by the Customer to Vet4Farm.
- 15.2. The Customer may not assign all or any of the Customer's rights or obligations under the contract without the prior written consent of Vet4Farm.

**16. JURISDICTION**

- 16.1. These terms of trade are governed by the laws of New Zealand. Vet4Farm and the Customer shall submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of these terms of trade.
- 16.2. If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

**17. CONSUMER GUARANTEES ACT 1999**

- 17.1. If the Customer purchases or indicates that the purchase of the goods is for the purposes of a business the provisions of the Consumer Guarantees Act 1999 will not apply.

**18. PERSONAL PROPERTY SECURITIES ACT 1999 ("PPSA")**

- 18.1. The Customer acknowledges that clause 10 creates a security interest (as that term is defined in the PPSA) in the Goods. The Customer agrees that the Security Interest is in all personal property supplied by Vet4Farm to the Customer from time to time and all after acquired property as security for all amounts payable by the buyer to Vet4Farm, including but not limited to amounts owed in respect of personal property supplied and credit facilities provided by Vet4Farm to the Customer from time to time.
- 18.2. The Customer also acknowledges and agrees that where title in goods passes to the Customer, for any reason whatsoever, these terms and conditions constitute a security agreement providing for both future advances and a security in favour of Vet4Farm in all the Customer's present property and after acquired property, but excluding property not supplied by the Company. The provisions of clause 10 of these terms of trade will apply to such property.
- 18.3. The Customer:
  - a. Must, upon request, promptly give Vet4Farm all assistance and information (which the Customer warrants is complete, accurate and up to date in all respects) as is necessary to register a financing statement and to meet all other requirements under the PPSA in respect of the personal property to ensure that the Security interest constitutes a perfected Security Interest (as that term is defined in the PPSA) including executing any variations to these terms and conditions of sale reasonably requested by Vet4Farm.
  - b. Agrees to Vet4Farm registering a financing statement to protect its security interest under these terms and conditions.
  - c. Must not register a financing statement or a change demand in respect of the personal property (as those terms are defined in the PPSA).
  - d. Must give Vet4Farm not less than fourteen (14) days prior written notice of any change or proposed change in the Customer's name, or any other details including but not limited to changes in the Customer's address, trading name, type of business or contact phone or facsimile numbers.



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- e. Must pay to Vet4Farm promptly on request the cost of registering or subsequently amending the financing statement and the costs of enforcing or attempting to enforce the contract evidenced by these terms and conditions.
- f. Agrees that Sections 114(1)(a), 133, and 134 of the PPSA will not apply to the Security Interests created by these terms and conditions, and agrees to contract out of the Customer's rights referred to in sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131, 132 of the PPSA. The Customer waives its right to receive a verification statement under Section 148 of the PPSA.

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