Hill Laboratories
BETTER TESTING BETTER RESULTS

TERMS OF TRADE

The following terms and conditions apply for work done by R J Hill LABORATORIES LIMITED (henceforth referred to as "Hills"), unless otherwise arranged by the management.

Invoices

- An invoice detailing the charges for work undertaken will be forwarded by Hills with the results
- A monthly statement issued detailing all transactions up to month end, showing any amount due for payment
- Hills reserve the right to charge the customer for any bank charges associated with processing their payment (e.g. foreign exchange charges, dishonoured cheques, etc)

Payments

- Payment to be made in NZ $ for the amount invoiced
- Payment to Hills is due within 7 days of date of invoice for casual customers
- Full payment to Hills is due by the 20th of the month following date of invoice for customers with approved credit
- Hills may take immediate action to recover overdue debt in the event of the following occurring:
  (a) The customer is in default under any agreement with Hills
  (b) The customer commits an act of insolvency or bankruptcy

New Customers

- Hills reserves the right to require payment in advance for any work to be done and/or require the customer to fill in a credit application form prior to information being released

Requests to invoice another customer/entity

Hills will:

- Not release results until both customer and third party have signed an approval form for re-invoicing to occur
- Charge a $25 plus GST re-invoicing fee to the customer

Overdue Accounts

If an account is overdue, Hills reserves the right to:

- Withhold results until payment is received
- Charge interest on overdue accounts at the rate of 1.5% per month from the due date until payment
- Recover from the customer any debt collection charges including commission from Debt Collection Agencies

Poor Account History

Hills reserves the right to:

- Require payment prior to release of results
- Refuse to undertake any further work without pre-payment
- Withdraw any special discounts or arrangements

Data Release Policy

- The party who has paid Hills for the analysis has the primary right to a copy of the results of that analysis. Hills will retain a copy of all analytical results on its database and reserves the right to use those results for the development and continuous improvement of its own business. For further detail on Hills policy on the release of data, refer to our Data Release Policy document KB 28309.

Delivery

- If Hills is unable to deliver the results or perform a service because of any cause beyond its control (including any force majeure event), it may suspend delivery or cancel the customer's order without incurring any liability for loss or damage suffered by the customer
- Delivery of results shall be deemed to be made to the customer when the results are first dispatched from Hills in Hamilton, or collected by the customer or the customer's agent. All carriers, including couriers, are deemed to be agents of the customer

Warranties and Conditions

- If Hills shall be under any liability whatsoever to the customer then, whether such liability be in contract, tort (including negligence and personal injury), or otherwise and notwithstanding any relief or remedy to which the customer may be entitled to under the Contractual Remedies Act 1979 or at law or in equity, such liability shall be limited to the price at which the goods or services are supplied to the customer
- Under no circumstances will Hills be liable for any financial or economic loss or consequential loss of any kind whatsoever

Privacy

- The customer agrees that Hills may obtain information about the customer from any person (including any Collection Agency), for any purpose being in the course of Hills business, including credit assessment and debt collecting and the customer consents to any person providing Hills with such information
- The customer agrees that Hills may use for lawful purposes any information it has about the customer relating to the customer's creditworthiness for lawful purposes

Jurisdiction

- In the event of a dispute arising between Hills and the customer, such dispute shall be governed by New Zealand Law and the place of any hearing shall be Hamilton, New Zealand

Send us your correct Contact Details

In order for us to communicate effectively with you,we require your correct contact details. Please list any changes that may be required.

Name: _____ Mobile: _____
Farm/Company: _____ Phone: _____
Address: _____ Fax: _____
_____ Email: _____
_____ Send future invoices by email only ☐
Postcode: _____ Send future statements by email only ☐

Post these details to: Hill Laboratories, Private Bag 3205, Hamilton 3240, New Zealand. Or email us at: Office@hill-laboratories.com