



TERMS OF TRADE

Definitions

"GST" means goods and services tax as defined in the Goods and Services Tax Act 1985.

"Order Form" means an order submitted by you to Hills via telephone, email or Website for the purchase of Services.

"Price" means the total amount payable by you for the Services including all delivery costs (including freight and carriage by any means), import/export costs, insurance costs, and any other fees, surcharges or other charges payable by you.

"Price List" means the current list of prices for our Services which will be quoted to you by Hills. Prices are available by calling 05080 HILL LAB (0508 44 555 22).

"Services" means any services provided by us to you and includes without limitation any related or associated services, fees or charges from us to you.

"Terms" means these Terms of Trade (as amended from time to time).

"We", "us", "our" and "Hills" means RJ Hill Laboratories Limited, New Zealand registered company no. 537931, and its agents, successors or assigns.

"Website" means [www.hill-laboratories.com].

"You" and "your" means the person(s) or entity (ies) named as the customer on the Order Form.

Acceptance

- All Services provided by Hills will be governed by these Terms which may be updated or amended from time to time by Hills without notice.
- By placing an Order Form with Hills, you are deemed to have accepted these Terms without amendment. Once this occurs, you may not cancel or reverse your order unless otherwise provided in these Terms.
- These Terms constitute the sole understanding of the parties in relation to its subject matter and supersede all prior understandings, written or oral, which will be of no further force or effect.

Customers

- You are required to provide personal information when requesting our Services via telephone, email or our Website.
- You authorise us to collect, retain and use any information about you in accordance with these Terms and our Privacy Policy

Price

- Unless otherwise agreed by us, the price of the Services we supply you will be as specified in the Price List. The Price List is in New Zealand dollars and is exclusive of GST unless specifically stated otherwise. You will pay all applicable GST in addition to the Price.
- We reserve the right to withdraw any special discounts or arrangements at any time without any reason.

Payments

- You must select an approved method of payment when submitting an Order Form.
- We reserve the right to require that payment in full be made in advance for any Services, or prior to the release of any results and may refuse to undertake any further Services without pre-payment and/or may require you to fill in a credit application form prior to your results being released.
- In cases where Hills has agreed that payment in advance is not required, full payment will be required on the 20th of the month following the date of invoice.
- We reserve the right to charge you for any bank charges associated with processing your payment (e.g. foreign exchange charges, dishonoured cheques, etc.).
- You may request that we invoice a third party for payment of our Services. We may charge a \$25 plus GST re-invoicing fee which will be added to your invoice. We will not release results until both you and the third party have signed an approval form for re-invoicing to occur.
- We reserve the right at any time to terminate this and/or any other agreement between us if you do not make payment of any amounts due to us on or before the due date for payment, indicate that you will not pay any sums by the due date, fail to comply with your obligations under these Terms, or suffer an insolvency event.

Overdue Accounts

- Without prejudice to our other rights and remedies under these Terms or at law if you fail to make payment of any amount due to us by the due date, we may:
 - take immediate action to recover overdue debt;
 - withhold results until payment is received;
 - charge interest on the amount owing at the rate of 1.5% per month or part month from the due date for payment until payment is received in full (both prior to and following any judgment obtained);

- cancel any rebates or discounts (whether or not previously credited); and
- recover from you any debt collection charges including commission from any debt collection agencies.

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

- Delivery of the results shall be made by us to the place and by the method specified by you in the Order Form. You must specify the exact location for delivery in the Order Form.
- Delivery of results shall be deemed to be made to you when the results are first dispatched from Hills in Hamilton, or collected by you or your agent. All carriers, including couriers, are deemed to be your agents.
- Any timeframes set out in an Order Form or advised by Hills are an estimate only.

Liability

- To the extent permitted by law, in no event shall we be liable to you under, or in connection with these Terms and/or the supply of our Services (whether in contract, tort or otherwise) for consequential losses or damages, indirect loss or any economic loss or loss of profits.
- You acknowledge that we are not liable for any error, non-performance or breach of any of our obligations to you under these Terms as a direct or indirect result due to a cause outside of our control, or on the basis of erroneous or faulty information and/or samples provided by you to Hills.
- To the extent that our liability is not otherwise limited or excluded, and to the fullest extent permitted by law, our aggregate liability to you whether in tort, contract or otherwise for any loss damage or injury in relation to the Services we supply you is limited to the price paid by you for the Services in respect of which the claims or claims are made.
- To the fullest extent permissible by law:
 - all warranties, conditions or other terms implied by law are excluded;
 - you agree not to make and waive any right to make, any claim against us under sections 9, 12A and 13 of the Fair Trading Act 1986 and you agree this is fair and reasonable; and
 - you acknowledge that if you acquire our Services for a business purpose, the provisions of the Consumer Guarantees Act 1993 shall not apply.

Privacy and Confidential Information

- We agree not to disclose your personal information unless permitted to do so by law.
- You agree that we may use any information we have about you relating to your creditworthiness for lawful purposes.
- You agree and consent to Hills collecting or obtaining your personal information (as defined in the Privacy Act 1993) from any person (including any collection agency) and to use that information for any purposes in connection with Hills' business, including for credit assessment or debt collection purposes to sending emails or other types of electronic messages that promote Hills' Services to you.

Intellectual Property

All intellectual property rights created during us undertaking our Services for you will vest in us immediately upon the intellectual property being created. Everything on our Website, unless otherwise stated, is copyright.

Miscellaneous

- No waiver of any provision of these Terms will serve as a waiver of any other provision of these Terms and we will not have waived or be deemed to have waived any provision of these Terms unless such waiver is in writing and executed by us.
- If any provision in these Terms will be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.
- These Terms will be deemed to be made in New Zealand and will be construed and governed by the laws of New Zealand. The parties submit to the exclusive jurisdiction of the courts of New Zealand.