



GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Application of these terms and conditions to suppliers of goods

- Subject to clauses 2 and 3 below, these terms and conditions apply to all suppliers of goods to, or on behalf of, RJ Hill Laboratories Limited (Hill Labs), where the supplier has accepted an order placed by Hill Labs (Purchase Order) either electronically or non-electronically.
- The Purchase Order and these terms and conditions constitute the entire agreement between the parties (the "Agreement").

2. Supplier terms and conditions

- Any supplier wanting Hill Labs to accept different terms and conditions, including the supplier's terms and conditions, must negotiate and enter a formal agreement in writing with Hill Labs prior to accepting any order. Hill Labs reserves the right to prefer to contract with suppliers that accept Hill Labs' terms and conditions.

3. Variations and waivers

- No variation to these terms and conditions, or waiver of them, is valid or effective unless the supplier negotiates, and enters, a formal variation agreement or waiver in writing with Hill Labs. Hill Labs reserves the right to prefer to contract with suppliers that accept Hill Labs' terms and conditions without variation.

4. Payment

- Unless otherwise agreed and subject to performance by the supplier of its obligations under these conditions, payment will be made by the twentieth day of the month following the month of invoice. Payment will be made to the supplier, or the supplier's nominee, by direct credit. The Purchase Order will set out the agreed amounts payable, including any expenses and arrangements for GST.

5. Order number must be used on documentation

- Each packing slip, delivery note, package and invoice must be marked clearly with the order number set out in the Purchase Order (Order Number). This number shall be quoted in all relevant enquiries and documents. No Purchase Order is valid if it does not have an Order Number.

6. Conditions of goods and encumbrances

- All goods supplied must be new and unused unless otherwise stipulated on the Purchase Order. The goods must be free of all encumbrances.
- If a shelf life, calendar life or a utilisation life is applicable, at least 12 months or, in the case of products manufactured with a useable life of less than 12 months, 90% of each of those lives shall remain on delivery.
- All acids, solvents, chemicals, reagents, standards or similar products supplied must have the manufacturer's original label(s) attached to the container(s). Where product containers are over-labelled by a distributor, a statement of the content of the original label(s) and the reason for the overlay must be included. A statement of conformance to the original manufacturer's label specifications must be also supplied for items decanted from bulk containers.

- Upon request the supplier must be able to produce a Material Safety Data Sheet (MSDS) and applicable Certificate of Analysis (CoA) and/or Sterility for all products used in the analysis of samples.

7. Title in the goods, and risk

- Title to the goods shall only pass to Hill Labs upon delivery to Hill Labs' designated delivery point; pending delivery the supplier shall remain liable for the goods and will need to make its own arrangements with the deliverer. All risks relating to the goods therefore remain with the Supplier until the goods are in the control of Hill Labs.

8. Delivery

- The supplier must deliver the ordered goods to the delivery address specified in the Purchase Order. Delivery of the goods must be made in accordance with the delivery quantity, date, and time information stipulated in the Purchase Order.
- The supplier must immediately inform Hill Labs if it is unable to deliver the goods by any stipulated delivery time. If Hill Labs does not invoke its rights under Clause 8, and where the goods can be delivered by alternative arrangements, Hill Labs may at its discretion require the supplier to arrange expedited delivery by alternative means, and the supplier is responsible for payment for those alternative delivery arrangements, without prejudice to any other rights of Hill Labs in respect of the inability to deliver the goods on time.
- If the supplier fails to deliver the goods in the agreed quantity, and or quality in an acceptable condition, by the specified time or date, then Hill Labs may cancel all or part of this Agreement for the purchase of the goods, may purchase all or some of the required goods from other sources. Hill Labs will provide the Supplier with a reasonable opportunity to source and offer an alternative reasonably comparable good. Any customary and reasonable additional costs incurred by Hill Labs in purchasing such alternative including any difference between the contract price and the actual cost of purchase of the alternative reasonably comparable good (if actual cost is higher), will be paid to Hill Labs by the Supplier on demand, and will be recoverable from the Supplier as a debt due to Hill Labs. Notwithstanding any other provision contained herein, such difference between the contract price and the actual cost of purchase of the alternative reasonably comparable good shall be Supplier's sole liability and Hill Labs sole remedy arising from such rejection, or default.

9. Defective products

- In addition to its rights under Clause 8, Hill Labs may require the supplier to repair or replace goods supplied in damaged or defective condition, which shall be repaired or replaced at no cost to Hill Labs. Goods in a defective condition include, without limitation, goods that do not comply with standards, codes of practice, or any other requirements prescribed by law.
- In addition to the supplier's standard warranty or any warranties implied by law, the supplier warrants that the goods will be fit for the purpose for which they are purchased.
- Hill Labs must notify the supplier as soon as is reasonably practicable in the event Hill Labs decides to reject the goods, or to exercise its rights under this Clause 9.



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10. Force majeure

- In the event that either party is incapable of performing its obligations to the other due to a force majeure event, that party shall immediately give notice to the other and must do everything reasonably possible to resume performance without delay. Upon the giving of such notice, the obligations of the parties to perform the Agreement is suspended and the party receiving such notice is entitled to give the other party notice of cancellation of the Agreement with effect from any time following receipt of the force majeure notice, up to the time of resumption of performance.

11. Infringements

- The supplier warrants that the use of the goods by Hill Labs will not infringe any other person's intellectual property rights.

12. Indemnity

- The supplier indemnifies Hill Labs, and keeps Hill Labs indemnified, against all or any loss to Hill Labs, including losses resulting from liability to third parties, arising directly or indirectly from or in connection with any breach by the supplier of this Agreement, or resulting from negligent acts or omissions of the supplier or its agents or employees or other persons it has used in connection with the provision of goods. A loss to Hill Labs includes all costs, expenses, claims, demands and proceedings.

13. Health and safety requirements

- It is the responsibility of the supplier to provide any safety or test information that may reduce the risk of loss or harm to any person handling, storing, transporting, operating, maintaining or disposing of the goods.

14. Environmental sustainability

- The supplier shall give appropriate regard to the protection of the natural environment in the recommendation, sourcing and provision of products to Hill Labs. Hill Labs reserves the right to prefer to contract with suppliers who demonstrate such appropriate regard.

15. Advertising

- The Supplier and its staff must not, without Hill Labs' prior written consent, disclose to any person (other than a person authorised by Hill Labs) any information whatsoever acquired by the Supplier in connection with a Purchase Order issued hereunder.
- No advertising relating to Hill Labs ordering or purchasing the goods is to be published in any newspaper, magazine, journal or other advertising medium without the prior written approval of Hill Labs.

16. Governing law and submission to jurisdiction

- This Agreement is governed by and construed in accordance with the laws of New Zealand, and shall be subject to the jurisdiction of the Courts of New Zealand. The supplier agrees to submit to the jurisdiction of the Courts of New Zealand and to New Zealand law.