



R J HILL LABORATORIES LIMITED ONLINE TERMS AND CONDITIONS

R J Hill Laboratories Limited and/or its related companies (“Hills”, “us”, “we” or “our”) provides the website [www.hill-laboratories.com] (“Website”). Please read these terms and conditions of use (“Terms and Conditions”).

Your access to, and use of the Website, including the purchase of Hills Services (“Services”), is provided subject to you agreeing to the following Terms and Conditions. Your access to, and use of the Website (including purchasing Services) indicates your acceptance and agreement to the following Terms and Conditions.

1. CONDITIONS OF USE

1.1 Hills grants you permission to access, view and use the Website on the basis that you agree to these Terms and Conditions and that you do not:

- (a) violate or breach any laws or regulations;
- (b) commit or aid any criminal acts;
- (c) engage in actions that may cause any disadvantage, loss, or damage to Hills or any third party;
- (d) violate the legal rights, such as property rights or privacy, nor defame the reputation of Hills or any third party;
- (e) distribute or upload in any way a software program or data extraction tools, such as a computer virus, spiders, robots, avatars, data mining with the intention to cause damage to the Website, servers, computers, or any other property of Hills, or and any third party;
- (f) use another person’s e-mail address with the intention of misleading Hills or any third party;
- (g) use any device, method or software to interfere with the proper functioning of this Website; or
- (h) engage in any other activity that Hills deems inappropriate.

2. LICENCE AND USE

2.1 When you access the Website, Hills gives you a limited licence to access and use the information on the Website for your own use. Your use of the Website's content in any other way without Hills’ prior written consent breaches these Terms and Conditions.

3. **PRIVACY**

- 3.1 We agree not to disclose your personal information unless permitted to do so by law.
- 3.2 You agree that we may use any information we have about you relating to your creditworthiness for lawful purposes.
- 3.3 You agree and consent to Hills collecting or obtaining your personal information (as defined in the Privacy Act 1993) and in accordance with our Privacy Policy 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.
- 3.4 Please refer to the Privacy Policy on the Website, which is to be read in conjunction with these Terms.

4. **APPLICABLE JURISDICTION**

- 4.1 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.

5. **RIGHT TO AMEND TERMS AND CONDITIONS**

- 5.1 Hills reserves the right to amend these Terms and Conditions at any time by posting the relevant amended Term and Conditions on the Website, without prior notice. The amended Terms and Condition will be effective immediately upon posting on the Website. You are responsible for checking this page whenever you use the Website for the most current version of the Terms and Conditions.

6. **LINKED SITES**

- 6.1 The Website may contain links to web sites of Hills, its affiliates, and third parties ("Linked Sites").
- 6.2 The Linked Sites are not under the control of Hills nor does Hills assume any responsibility for the content of any Linked Site. In no event shall Hills be liable for any loss or damage incurred by accessing or using any Linked Site.

7. **PROVIDING INFORMATION**

- 7.1 To become a Registered User and to use or request our Services and/or order our Service ("Order"), via our Website you must provide certain Personal Information ("Personal Information").
- 7.2 Each time you access or use the Website where you are required to enter your Personal Information you warrant and represent that:

- (a) the information provided is true and accurate and you agree to update your details if they change;
 - (b) you are an New Zealand citizen or registered entity; and
 - (c) any individual that makes an order is aged over 18 years and can form a legally binding contract.
- 7.3 When entering information on behalf of a company, trust, limited partnership or other entity (collectively an “Entity”), you warrant that:
- (a) the Entity is validly incorporated, registered or constituted (as applicable) in New Zealand;
 - (b) each person using the Website on behalf of the Entity is over 18 years of age; and
 - (c) each person using the Website is expressly authorised by that Entity to make the Order on its behalf.
- 7.4 Hills will collect and hold your Personal Information (as applicable) on the terms and conditions of the Privacy Policy.
- 7.5 When you access the Website you are responsible for maintaining the confidentiality of your account and password and you accept responsibility for all activities that occur under your account or password.
- 7.6 Hills may (in its sole discretion) refuse to transact with you or provide and Services for any Hills service for any reason, including (without limitation) where:
- (a) information is not provided or the information provided is false or misleading; or
 - (b) credit checks conducted by Hills are not to its satisfaction.
8. **SERVICE AVAILABILITY**
- 8.1 From time to time, some services may be unavailable and your Order (or part of your Order) may not be able to be fulfilled. If this happens, we will refund you any amount paid to us.
- 8.2 We may withdraw or suspend any Service displayed on the Website, either temporarily or permanently, at any time without notice. Hills will not be liable to you for any loss you or any third party suffer as a result of a withdrawal or suspension of sale of a particular service.
9. **CANCELLING ORDERS**



9.1 Hills reserves the right to cancel your Order for any reason, including (without limitation) where Hills believes the Order to be fraudulent or constitutes a misuse of a promotional or marketing activity or where an error has occurred including but not limited to errors relating to pricing. If we do cancel or withdrawal or restrict our Services, we accept no liability for any resulting damages or costs suffered by you, however we will refund the purchase price to you (where it has already been paid).

10. DELIVERY OR COLLECTION

10.1 Delivery of the Services shall be made electronically by us to you. We will notify you via email when your Services have been delivered.

10.2 Delivery of your Services shall be deemed to be made to you at the time we notify you via email that your services have been delivered.

11. SECURITY

11.1 Hills uses reasonable endeavours to ensure this Website, and any transactions conducted on it, are secure. However, you acknowledge that the security of information and payments transmitted via the Internet can never be entirely secure or error free. Hills will not be liable for any damages suffered due to failure, delay, interception or manipulation of electronic communications by third parties on any computer programmes (e.g. those used for transmission of viruses).

12. COPYRIGHT AND TRADE MARKS

12.1 Copyright to the documents, images, and other materials on the Website belong to Hills, or Hills has a licence to use the copyright, unless otherwise specified.

12.2 All materials on the Website are protected by copyright laws and other applicable international laws and treaty provisions.

12.3 You are prohibited from using, duplicating, altering, uploading, posting, sending, distributing, lending, transferring, selling, and publishing any materials on this Website without Hills' prior written permission except:

- (a) for personal use;
- (b) as permitted under the Copyrights Act 1994; and
- (c) to the extent defined in the Website.

12.4 Hills' name, product names, and the logos used on the Website are the trade marks or registered trade marks of Hills. Other product names and company names used on the Website are trade names, trademarks, or registered trademarks of the respective companies.

13. USE OF YOUR INFORMATION



13.1 Any communication you make with Hills, including but not limited to sending any comment, questions, information, proposals or ideas will become the property of Hills and Hills will be free to use it in whatever way Hills wishes, for any commercial or non-commercial purpose without compensation to you or to any other person who has transmitted it to the Website or to Hills in any other way. You acknowledge that it is original and does not infringe the intellectual property rights of third parties.

14. **OUR LIABILITY**

14.1 The information in this Website is provided "as is" and excludes to the fullest extent possible under law, any warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

14.2 Hills does not guarantee or represent the accuracy, timeliness, or availability of the contents of the Website and that it will always operate or be free from errors, including but not limited to the descriptions of Services, or any images displayed on the Website. However, errors and omissions in this Website and the information on it may occur from time to time.

14.3 If your Order is affected by a genuine human or system error (including in a description, an image or a price), we reserve the right to refund any amount paid to us.

14.4 To the maximum extent permitted by law, Hills does not accept any liability for, any incidental, indirect, special or consequential damages arising out of, or in connection with your use of the Website (including purchasing Hills services) which may be caused by:

- (a) the use of or inability to use this Website, which may directly or indirectly result from any opinion, information, advice, representation or omission contained on this Website; or
- (b) equipment shutdown due to disaster, line problems/failure, or maintenance; computer viruses, corrupted files, or any other similar software or data; or data tampering, unauthorised access, or leakage by third parties, etc.

14.5 You will indemnify Hills against any loss of or damage to property, data or software which is lost, corrupted, deleted or altered due to your act or omission.

14.6 Hills shall not be liable for any loss or damage arising out of any change or alteration to the contents and suspension or closure of the Website, regardless of the reason. The Website may provide information about Services that are not available in some areas.

14.7 Hills may host third party content on the Website such as advertisements and endorsements belonging to third parties. Hills is not responsible for that content. You agree to indemnify and hold Hills harmless from all claims, losses, actions, damages, costs and expenses including legal fees arising from or in connection with your use of



the Website or your dealings with Hills, including information you provide Hills, to the extent that it was not caused as a direct result of Hills' negligence.

- 14.8 We will not be held responsible for any delay or failure to comply with our obligations under these Terms and Conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your right to have your Order sent to you within a reasonable time.
- 14.9 In no case shall Hills maximum liability exceed the amount of ten New Zealand dollars (NZD\$10.00).
- 14.10 You represent and warrant to Hills that Hills will not be liable for any expense or injury (including indirect loss such as loss of revenue, profits, anticipated savings, goodwill or business opportunity, injury to your reputation) in contract, tort, under statute or otherwise, as a result of, or arising directly or indirectly from or in connection with these Terms and Conditions.

15. DEFINITIONS

When used in these Terms and Conditions (as defined below), the following words will have the following meanings:

"Registered User" means a person or entity who registers, accesses and uses the Website (including purchasing Hills services) and includes any reference to "you" and "your";

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

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

"Linked Site" means the links to Hills' affiliates and third parties' web sites;

"Order" means an order submitted by you to us for the purchase of Services;

"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 and Conditions" means these Online Terms and Conditions (as amended from time to time);

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