

TERMS AND CONDITIONS OF SALE

Unless otherwise agreed in writing by Zoetis New Zealand Limited (“Supplier”), the following are the Supplier’s terms and conditions of sale for the Supplier’s Infovet customers. These, together with any other terms and conditions agreed upon in writing between the Supplier and an Infovet customer (“the Customer”) apply to the sale of Infovet related services by the Supplier to that Customer to the exclusion of all other terms and conditions.

1. PRICE

- 1.1 Unless otherwise agreed in writing by the Supplier, Services shall be charged at the Supplier’s list prices. the Supplier’s list prices are subject to change by the Supplier without notice to the Customer.
- 1.2 The Contract Price excludes GST, which is to be added to the Contract Price and paid by the Customer.
- 1.3 All prices are subject to change by the Supplier without notice to the Customer.

2. CREDIT

- 2.1 Unless otherwise agreed in writing, payment shall be made on the 20th day of the month following delivery of the invoice. Failure to make payment in full on or before the due date constitutes a default and in addition to its other rights, the Supplier retains the right to charge a default penalty on such overdue amount calculated on a daily basis at the rate of interest payable on the Supplier’s bank overdraft from time to time.
- 2.2 By agreeing to these terms and conditions, the Customer authorises the Supplier to make enquiries as to the credit and financial history of the Customer, including but not limited to, by obtaining such reports from credit reporting agencies as may be required by the Supplier from time to time. Any credit offered under clause 2.1 may be conditional upon the Customers’ directors giving personal guarantees in relation to the Customer’s obligations and their consent for the Supplier to make such enquiries as to their personal and commercial credit and financial history, including, but not limited to, by obtaining such reports from credit reporting agencies as may be required by the Supplier from time to time.
- 2.3 The Supplier reserves the right to terminate the Customers’ credit account at any time. In the event of such termination, the Supplier may require security for payment and may suspend performance of its obligations under the Contract until the provision of sufficient security. Such termination shall be without prejudice to any other rights the Supplier may have, and the Customer will not be entitled to any compensation in respect of such termination.
- 2.4 The Customer agrees to pay to the Supplier, or at the Supplier’s direction, all reasonable collection costs, including commissions and legal charges on a solicitor and client basis, on all moneys outstanding on its credit account should the Customer breach any of these terms and conditions of sale and action be taken by or on behalf of the Supplier to recover the debt.
- 2.5 The Customer shall not be entitled to withhold payment or to make any deductions from the Contract Price without the prior written consent of the Supplier.
- 2.6 Receipt of a cheque, bill of exchange, or other negotiable instrument by the Supplier shall not constitute payment and the Customer shall remain liable for the Contract Price until such cheque, bill of exchange, or negotiable instrument is paid in full.
- 2.7 Any additional payments due by the Customer pursuant to any other provisions of the Contract shall be paid at the time provided in the Contract or, if no time is provided, within seven days of payment being demanded in writing by the Supplier.

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- 3.1 If the Supplier makes available to a Customer any capital equipment (including, but not limited to, computer equipment), the Customer agrees to take custody of the capital equipment and retain it as the Supplier's trustee, fiduciary agent and bailee.
- 3.2 The Customer must not charge, mortgage or encumber the capital equipment and shall ensure that the capital equipment is insured and stored or identified such that it is readily distinguishable from other goods held by the Customer or other persons.
- 3.3 In the event of default of any terms of this agreement then, immediately on the Supplier's request, the Customer must return the capital equipment and the Supplier may enter the premises at which the capital equipment is stored and retake possession of it.

4. IMPROPER PAYMENTS

- 4.1 If the Supplier pays the Customer a rebate in respect of purchases under this Contract, the Customer warrants and represents that:
- (a) the Customer has not and will not promise, pay or give anything of value either directly or indirectly to any government official for the purpose of obtaining or retaining business or any improper advantage for the Supplier. In this clause, 'government official' means any official, officer, representative, or employee of, including any animal health care professional, employed by any government department, agency or instrumentality (including any government-owned or controlled commercial enterprise), or any official of a public international organisation or political party or candidate for political office;
 - (b) the Customer will at all times comply with Pfizer's Anti-Bribery and Anti-Corruption Principles available on www.zoetis.co.nz;
 - (c) the Customer agrees to permit the Supplier to take reasonable steps to ensure that rebates paid are properly used by permitting the Supplier's auditors to access any relevant books, documents, papers and records of the Customer involving the payment of rebates by the Supplier;
 - (d) the Supplier may terminate the Customer's credit account if the Supplier learns that the Customer is making, or has made, improper payments to government officials.

5. INFORMATION

- 5.1 The Customer agrees that the Supplier may:
- (a) collect information about the Customer from any person;
 - (b) use any information it holds, now or in the future, about the Customer;
 - (c) disclose information about the Customer to any person; and
 - (d) require a Customer to provide information necessary to demonstrate compliance with clause 2

for any purpose associated with the Supplier's business, including credit assessment, debt collection, direct marketing activities or to ensure that the provisions of clause 2 are being complied with. The Customer authorises any third party to release any information about the Customer to the Supplier.

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5.2 If the Customer is an individual, the Customer may be entitled under the Privacy Act 1993 to request access to and correction of any personal information which the Supplier holds about the Customer.

6. DEFAULT

6.1 A Default occurs if any one or more of the following occurs:

- (a) The Customer defaults in performance of its obligations under this Contract (including failure to make payment on the date the payment is due).
- (b) The Customer defaults in performance of its obligations under any other agreement with the Supplier.
- (c) The Customer becomes insolvent or is adjudicated bankrupt or an application is made for its liquidation or a liquidator or receiver is appointed in respect of its assets.
- (d) The Customer enters into, or is likely to enter into, any composition or arrangement with its creditors.
- (e) The Customer no longer carries on business or threatens to cease carrying on business.
- (f) A change of ownership or effective control of the Customer occurs or the nature of the Customer's business is materially altered.
- (g) Any other event which the Supplier considers may materially adversely affect the ability of the Customer to perform any of its obligations under this Contract

6.2 If a Default occurs, the Supplier, without prejudice to any other rights or remedies, may at its option do any one or more of the following:

- (a) Require all moneys outstanding to be immediately due and payable.
- (b) Require security for the Customer's obligations to the Supplier's satisfaction.
- (c) Suspend the Contract in which case the Supplier shall not be obliged to perform any of its obligations under this Contract during the period of suspension including, without limitation, provision of the Services. Any suspension shall not prevent the Supplier from terminating the Contract during the period of suspension.
- (d) Terminate the Contract.

6.3 The Customer shall pay all costs incurred by the Supplier, (including costs on a solicitor/client basis and debt collectors' costs) incurred in the recovery or attempted recovery of outstanding moneys and the enforcement of this Contract.

6.4 Payments by the Customer shall be applied in reduction of amounts owing by the Customer in such order as the Supplier determines.

7. INTELLECTUAL PROPERTY

7.1 In this Contract "Trade Mark" means the registered trade mark(s) used in respect of Infovet.

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- 7.2 The Supplier licenses the Customer to use the Trade Mark in the Customer's own promotional and sales materials in connection with the Services carried out by the Supplier for the Customer under this Contract. The Supplier will provide the Customer upon request with a copy of the Trade Mark of a quality suitable for reproduction.
- 7.3 The Customer must only use the Trade Mark with the prior written approval of the Supplier for each type of use or application, and the Supplier will not unreasonably withhold such approval.
- 7.4 When using the Trade Mark, the Customer must not allow the appearance of the Trade Mark to be altered in any way (other than proportional size adjustment) without the Supplier's prior written approval.

8. CONSUMER GUARANTEES ACT

- 8.1 To the extent permitted by law, the provisions of the Consumer Guarantees Act 1993 will not apply where the Services are supplied for business purposes.

9. LIABILITY

- 9.1 To the fullest extent permissible at law;
- (a) All representations, terms, warranties, guarantees, or conditions whether implied by statute, common law or custom of the trade or otherwise, including, but not limited to, implied warranties, guarantees or conditions of merchantability and/or fitness for a particular purpose, are excluded.
 - (b) The Supplier shall have no liability to the Customer or any of the Customer's representatives for anything, other than a breach by the Supplier of an express provision of this Contract (including but not limited to negligence on the part of the Supplier or its employees or agents).
- 9.2 Customer acknowledges that it does not rely on any representation or statement made by or on behalf of the Supplier or its employees or agents other than the express provisions of this Contract. To the full extent permitted by the laws of New Zealand, any conditions or warranties imposed by such legislation are hereby excluded. Insofar as liability under or pursuant to such legislation may not be excluded, such liability is limited at the exclusive option of the Supplier, to:
- (a) the re-supply of the Services; or
 - (b) the re-payment of the fees paid by the Customer for the performance of the Services by the Supplier.
- 9.3 The Supplier shall not be liable for any loss of profits or any consequential, indirect or special damage or loss of any kind suffered by Customer or any of the Customer's representatives.
- 9.4 Notwithstanding anything else contained in this Contract, the liability of the Supplier to Customer shall not in aggregate exceed the invoice price of the fee for the Services in respect of which the liability arises.
- 9.5 The Customer releases and indemnifies and shall continue to release and indemnify, the Supplier from and against:
- (a) all actions, claims, proceedings or demands by any person (including those brought by third parties) in respect of any loss, damage or injury which may be brought against it, whether on their own or jointly with the Customer and whether at common law, in equity or pursuant to statute or otherwise arising out of the Customer's exercise of its rights under this Contract;

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- (b) all damages, costs and expenses incurred in defending or settling any such claim, proceeding or demand; and
- (c) any liability or cost incurred by the Supplier as a result of any breach by the Customer of any provision of this Contract.

9.6 This clause 8 shall survive expiration of this Contract.

10. CONTRACT

10.1 The Contract forms the basis on which the Supplier supplies and sells the Services to the Customer. Each such supply and sale shall be affected pursuant to the terms of the Contract (unless in any specific case agreed otherwise in writing). Any invoice or other document evidencing or describing any Services is incorporated into and forms part of the Contract.

11. CONFLICT

11.1 These terms and conditions are paramount, and, to the extent that there is any conflict between any provision of them and any invoice or other document evidencing or describing any Services, these terms and conditions of sale will prevail. Further, if there is any other document or arrangement which conflicts with the Contract, the Contract shall prevail.

12. GENERAL

12.1 Any terms or conditions put forward by the purchaser, whether in a purchase order or otherwise, shall not be binding on the Supplier insofar as they purport to amend, annul or augment any of these terms and condition of sale unless specifically agreed in writing by the Supplier.

13. WAIVER OR VARIATION

13.1 If the Supplier exercises or fails to exercise any right or remedy available to it, this shall not prejudice the Supplier's rights in exercising that or any other right or remedy.

13.2 The Supplier reserves the right to vary or add to these terms and conditions of sale at any time without notice.

14. NO ASSIGNMENT

14.1 The Customer must not transfer or assign its rights under the Contract to anyone else without the Supplier's prior consent in writing.

15. LAW AND JURISDICTION

15.1 The Contract shall in all aspects be deemed to be a contract made in New Zealand and the construction, validity and performance of the Contract shall be governed by New Zealand law, The exclusive jurisdiction of the New Zealand courts to entertain all claims and actions arising out of the Contract is accepted and acknowledged by the Customer provided however that the Supplier shall be entitled to commence any action arising out of or in respect of the Contract in any other court.

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16. INTERPRETATION

“**Amount Owning**” means the Contract Price, for the Services and any other costs, charges or amounts which the Supplier is entitled to charge the Customer under the Contract.

“**Contract**” means these terms and conditions of sale themselves and any and every invoice or other document evidencing or describing, whether by item or kind or otherwise, any Services.

“**Contract Price**” means the price of the Services as set out in the Supplier’s invoice.

“**Customer**” means the person purchasing the Services from the Supplier pursuant to the Contract, including that person’s successors and assigns.

“**Services**” means the services provided to the Customer by the Supplier in respect of Infovet.

References to the Supplier include the Supplier’s successors and assignees.

References to the Consumer Guarantees Act 1993 and Privacy Act 1993 include such legislation from time to time amended, re-enacted or substituted and any statutory instruments, regulations and orders issued under such legislation.