

Technipharm Group of Companies

Terms and Conditions of Sale

Technipharm all times conducts its business in good faith and with the intent of assisting you, the client, to the best of its abilities and systems. You can expect to receive the Goods or Services after placing an order (whether verbally, written or otherwise) and Technipharm expects to get paid for the Goods and Services delivered. All details of the business we conduct is confirmed in writing on the sale order, invoice, letter, email or otherwise.

By placing an order for Goods and/or Services with Technipharm International Limited, Technipharm International Limited trading as Technipharm Australia or Technipharm New Zealand Limited (each referred to as "Technipharm", "we" or "us"), whether in writing, electronic/digital or verbally, you are deemed to have accepted the following terms and conditions.

1. Application

These terms and conditions (**Terms**) apply to any sale to you of Goods or Services (**Goods or Services**) by Technipharm and its agents and are to be read in conjunction with the applicable order forms and order confirmations. These Terms cannot be changed without authorisation and the terms of any purchase orders of the client will not apply.

If there is more than one purchaser for the same Goods or Services, responsibility for payment is joint and several.

2. Retention of title and protection of intellectual property

All title and ownership of Goods shall not pass from Technipharm to you until all outstanding money for the Goods and any associated Services are paid for. You will not sell any Goods to a third party unless:

- the Goods are paid for in full; or
- the Goods are on-sold in the ordinary course of business.

You remain responsible to pay for Goods if they are on-sold.

You agree not to remove, re-brand or change the appearance or design of any Goods in anyway unless otherwise agreed to by us. You authorize us to check your credit rating.

3. Prices and warranties

If a defect in materials or workmanship of Goods that are fully paid for arises we will, at our option, repair or replace those Goods in full or in part as described in the Technipharm warranty policy "What is in a warranty what is not, plain and simple" on our website at:

<https://www.technipharm.co.nz/home/data/warrantypolicy.pdf>.

The warranty is only extended as long as:

- the Goods were properly operated and maintained;
- the claim is first notified promptly in writing Technipharm; and
- the Goods haven't been repaired or modified by anyone other than Technipharm.

If Goods have not been manufactured by Technipharm, our responsibility will be limited to passing on to you the benefit of any manufacturer's warranty.

Any repaired or replaced Goods will continue to be warranted for the unexpired period of the warranty referred to above.

Freight, travel and accommodation costs are excluded from any warranty claim. The Goods claimed for warranty must be returned to the Technipharm Head Office or appointee for a full assessment or where this is not possible an appointed agent will come to farm.

4. Returns and upgrades

You may return Goods if:

- You make arrangements in writing with Technipharm's Head Office within 24 hours of receiving the Goods;
- The Goods are unused, unmodified and in their original packaging, and are not spare parts and;
- Technipharm agrees to accept the return.

Any cost* incurred by Technipharm in accepting returned Goods and preparing those Goods for resale are deducted off any credit.

Any customized or site specific Goods or replacement parts or Goods ordered under urgency cannot be returned at all. In all cases any returns are totally at our discretion. In the event of the wrong product having been chosen alternative upgrades will be offered to you as long as you pay the difference between the returned Goods and the upgraded item and any freight which may be incurred. *15-20% + an admin Fee of \$250.-

5. Intention of credit and payment for Goods

TechniPharm "make farming ezy". Prices are set to maximize your purchase power and to minimize, sales, finance and administration cost. As such payment, unless otherwise agreed, is due on or prior to delivery. Any credit or payment terms are granted as a gesture of goodwill and privilege and the terms agreed to need to be strictly adhered to. If you fail to pay for Goods within the agreed time frame and without further arrangements and/or agreement for extension of credit you agree to pay the full list price on demand. We will pass on to you and you agree to pay interest* on any outstanding amounts and all costs of recovering the debt including administration, legal costs and cost of time. We reserve the right to take a title charge, security interest or register a mortgage on Goods sold to the value of the Goods. *Current OD rates + 2.5% risk loading.

6. Insurance

We carry insurance to safeguard Goods in local transit. Acts of terrorism are excluded out of all policies. TechniPharm reserves the right to pass on the cost of this insurance at the rate of 1% of total sales value. Export insurance is your responsibility. You can opt out of the insurance option by advising us in which case all risk passes to you once the Goods leave our premises.

It is up to you to check or make arrangements to check that Goods received are unmarked and complete on arrival. Where Goods are damaged or incomplete you must notify Technipharm Head Office within 24 hours. Failing to do so may void insurance claims. You must keep all packaging and should keep a note of the damage or other issue on the docket. It is your responsibility to arrange insurance once the Goods have arrived. You also have the option of arranging your own insurance for Goods held in depot or in transit.

7. Freight & Packaging + Handling Travel/Accommodation

Technipharm does not hide its delivery or other costs in the Goods or Services costs as this is an unfair distribution of cost to you. You accept and will pay for the costs of getting Goods to your property and all reasonable disbursements associated with providing Services. Technipharm

endeavours to deliver all Goods within a reasonable time frame, however it totally depends on third party contractors to do so and as such cannot be held liable for any loss occurring out of non or late delivery. The cost invoiced is payable by you. Technipharm reserves the right to pass on a fuel contribution and loading charge for any freight cost incurred.

8. Site work

Where we provide site work you agree to give notice to Technipharm's Head Office and notice to anyone on site on the day, of any site hazards or potential dangers. Work may be suspended if we or our contractors reasonably consider that work cannot be continued safely. Any charges for lost time, travel and accommodation will be charged to and paid for by you. To the extent permitted by law, you indemnify Technipharm for any losses or damages it suffers as a result of accidents on site except for damages and losses to the extent caused by Technipharm or its contractors. All site work and related cost like travel and accommodation are an extra cost over and above the cost of the goods and are invoiced separately.

9. Safety

Safety is paramount. Technipharm spends considerable time and effort in making all Goods as safe as possible. In addition it provides where possible manuals and instructions of how to use and service its equipment. Once equipment is on farm it is out of the direct control of Technipharm and the responsibility of maintenance, care and the passing on of instructions including safety precautions to the people working the farm becomes your responsibility. Particularly working equipment which involves livestock needs special care as an unexpected element of animal behaviour is added. At all times minors should not be left unattended and or allowed to operate equipment unsupervised. You indemnify TechniPharm, its directors, employees and agents from any cost incurred arising out of any use or misuse of its equipment once in use outside of Technipharm's direct control.

10. Disagreements

The most **successful** resolve of any disagreement is where both parties are committed to taking a "team" attitude to resolve. We both agree to make every effort to resolve any issues by discussion or if that is not successful, by mediation. Alternatives are often costly and time consuming to both parties and often result in both parties losing.

11. Limitation of Liability

As is usual commercial practice, we provide Services Goods to you on the basis that if we are found to be liable to you in respect of those Services or Goods for any reason, our liability will be limited. We exclude all warranties and representations except as expressly stated in these Terms.

To the extent permitted by law, our maximum aggregate liability (and the liability of our directors, officers and employees) to you for any harm or loss (including, without limitation, direct, indirect, special or incidental, consequential or punitive damages and loss of business or profit) arising under this agreement or in relation to any Services or Goods irrespective of the cause of the action (including, without limitation, contract, equity, tort or breach of statutory duty), will be the amount paid for Services or Goods in respect of which the harm or loss arose.

You agree that the Consumer Guarantees Act 1993 does not apply to the supply of Services or Goods to you.

12. Cancellation

We may cancel any order and or agreement to supply Goods and/or Services where we consider, acting reasonably, that there is a likelihood that Technipharm will not be fully paid for Goods or Services provided.

13. General

Our agreement is governed by the laws of New Zealand and we each submit to the non-exclusive jurisdiction of the courts of New Zealand.

These Terms are the entire agreement between you and Technipharm and replace any previous communications between us.

Dated 06-05-2019
www.technipharm.co.nz
www.technipharm.com.au

