PROVET NZ LIMITED
Terms of Trade

1. Definitions

a. This document (the "Agreement") sets out the Terms and Conditions of Trade ("Terms") between the Provet Group of Companies which includes Provet NZ Limited AK/1854076 and any other subsidiary of Provet Holdings Limited ACN 092 593 774 (collectively, "Provet"), and any person or corporation ("Customer") acquiring goods from Provet.

2. Description of Goods

a. In these Terms unless the context otherwise indicates the term "Goods" means those goods which the Customer requests Provet to supply.
b. The Goods subject to this Agreement shall be those Goods (including any product, stock or other items supplied by Provet) described in Provet's written quotation or, in the absence of a written quotation, on Provet's delivery slip or invoice. If the description on these documents differs from the description on any document provided by the Customer, the description on the Provet document(s) shall prevail.
c. Specifications of Goods given in any brochures, letters, price lists, data sheets, or other documents of Provet or supplied by Provet are given to identify the Goods generally and do not form part of the description of the Goods.
d. Provet may revise and/or discontinue Goods at any time without notice. Certain Goods may not be available from time to time or may have limited availability. Provet cannot be held liable for any items unavailable.

3. Orders

a. Orders may be placed by Customer by telephone, or in writing by facsimile or letter, or via email.
b. Provet reserves the right to insist upon written confirmation of any order placed by Customer.
c. Customer must order the minimum shipping quantity shownon Provet's price list which is in effect at the order date or in a multiple of that quantity. Provet has the right to supply a quantity equal to the nearest or lower multiple.
d. Provet has no obligation to accept an order for Goods placed by Customer by one of the methods in section 3(a) above. Supply of the Goods ordered by Customer by Provet constitutes acceptance of the order.
e. Customer acknowledges and agrees that Provet does not warrant or represent the availability of further or larger quantities of the Goods.
f. Customer acknowledges and agrees that Provet may refuse to supply any or all Goods for any reason, in particular, if Provet's supplier requests Provet to cease to supply Goods to Customer.
g. Customer acknowledges and agrees that Provet's acceptance of any order of Customer does not constitute an agreement to supply and Provet may accept or refuse any other order placed by Customer at Provet's absolute discretion.

4. Delivery and Freight

a. Provet will use all commercially reasonable efforts to deliver Goods for accepted orders, to the address specified on the delivery slip, on or before any estimated date, but Provet does not represent or warrant that it will do so.
b. Provet shall under no circumstances be held liable whether for direct, indirect or consequential loss or damage arising by reason of any delay in delivery of the Goods or any failure to deliver the Goods ordered by Customer for whatever reason.
c. Provet will arrange transportation of the Goods to the Customer at Provet's cost, unless Customer is advised prior to delivery that Customer is required to pay for delivery. Any additional freight costs arising due to the unavailability of Customer to accept delivery, shall be borne by Customer.
d. Provet may however in its absolute discretion, allow Customer to arrange transport of the Goods. If Customer arranges its own transport of the Goods, Provet may invoice Customer for any differential in freight cost, between the actual freight cost, and that which Provet would have incurred.
e. On delivery of the Goods, the Customer shall check the quantity, quality, and description of the Goods delivered against the description on the delivery slip(s), and shall give written notice to Provet of any alleged deficiency or irregularity in quantity, quality or description within forty-eight (48) hours from the time of delivery. Should such notice not be given within that time, the Goods actually delivered shall be deemed to be in accordance with the delivery slip and the Customer shall not thereafter make any such claim or take any action in relation to any alleged deficiency or irregularity.

5. Pricing

a. Prices are subject to change without notice. Provet will invoice Customer for the Goods at the price shown on the price list which is current at the date of the written quotation, unless Customer is otherwise notified.
b. Prices are exclusive of GST and GST is payable by Customer.
c. Any special or promotional prices ("Special Pricing") will apply only to the Goods specified in the promotion. Special Pricing will be effective until the date specified in the material in which the Special Pricing was promoted, or until Provet sells out of the Goods to which the Special Pricing applies, whichever occurs first.
d. Provet shall not be bound by any typographical errors in the current price list, newsletter, invoice, statements or any other document published by Provet, with regard to price of Goods.

6. Payment

a. Customer may pay invoices by credit card, cheque or direct entry into the Provet bank account. The due date for payment will be shown on all invoices and statements and will differ depending on the payment method chosen. In the absence of any such stated date for payment, payment by credit card will be on the 6th of the following month and by cheque on the 20th of the following month after the month of delivery. Customer acknowledges that paying by credit card may result in a credit card surcharge and Customer agrees to be responsible for any such surcharge. Non-receipt of an invoice does not constitute a reason for late payment. It is Customer's responsibility to ensure that Goods ordered are paid for within the required time.
b. Should Customer fail to pay in full the amount owing to Provet within the period provided for in Section 6(a), Provet may, without prejudice to its other rights and remedies which it has either under this Agreement or at law or in equity, charge interest at the rate as determined and notified by Provet and may (i) suspend delivery of existing orders placed byCustomer; (ii) require payment in advance for any future deliveries, whether of existing orders or any orders placed by Customer in the future; and/or (iii) terminate this Agreement by written notice to Customer.
c. Customer will pay any collection costs and expenses (including legal costs on a solicitor/client basis) which Provet incurs in recovering any amount owed to Provet.
d. Provet may at its absolute discretion enter into a payment

arrangement with Customer for any overdue amounts. Thf.e arrangement must be in writing, signed by the Customer and an authorised Provet employee and must not exceed a period of six months. Provet reserves the right to vary this time limit in its absolute discretion. Any payment to Provet by Customer which is not specifically allocated by Customer will be credited first against interest charged and then against amounts owing for Goods supplied with oldest balances being discharged first.

7. Risk and Title

a. Ownership of the Goods shall remain with Provet and Provet reserves the right to dispose of the Goods until such time as payment in full is made for all amounts owed by Customer to Provet so that Customer's total indebtedness to Provet under these Terms is discharged.
b. If Customer defaults under this Agreement Provet may, without prejudice to any of its other rights and remedies, require the return at the expense of Customer of all Goods not paid for and, in default of compliance, Provet is hereby irrevocably authorised by Customer to enter its premises or premises controlled by Customer and use reasonable force to take possession of the Goods without liability for the torts of trespass, negligence or payment of any compensation to Customer whatsoever. Any costs associated with any such recovery are to be borne by Customer.
c. Customer acknowledges that until its total indebtedness to Provet under this Agreement is discharged, it holds the Goods as bailee of Provet and that a fiduciary relationship exists between Customer and Provet.
d. Customer may pay Provet the proceeds of the sale of any Goods for which Provet has not yet received payment. Proceeds of such sale will be paid into a separate bank account and held in trust for Provet until the proceeds are paid to Provet.
e. The risk in the Goods purchased will, unless otherwise agreed by Provet in writing, pass to Customer upon delivery to Customer or its agent or to a carrier commissioned by Customer.
f. Upon receipt of the Goods, Customer shall insure and keep insured the Goods until Provet has received payment for the Goods in full.

8. Security Interests

a. On signing this Agreement Customer grants a security interest in all present and after acquired inventory to the extent that it comprises Goods as security for payment of the purchase price of all Goods.
b. Customer shall provide all information and do all things including the execution of documents as Provet may require to ensure that Provet has a perfected first ranking security interest in the Goods and any proceeds under the Personal Property Securities Act 1999 (PPSA). Customer shall give written notice to Provet at least seven (7) days prior to any change of its name and/or business address and in the case of a name change such written notice shall accompanied by documentary evidence of the Customer's new name.
c. Provet shall be entitled to register a financing statement to perfect its security interest in any Goods delivered or to be delivered to Customer.
d. Customer will supply to Provet within three (3) business days of any request from Provet, copies of all security interests registered over any of Customer's personal property and authorise Provet as Customer's agent to request information from any secured party relating to any such securityinterests.
e. Customer waives its rights to receive a copy of any verification statement under the PPSA and agrees that as between Customer and Provet Customer will have no rights under the following sections of the PPSA: (i) 114(1)(a) (to receive notice of sale of goods); (ii) 116 (to receive a statement of account); (iii) 117(1)(c) (to receive any surplus); (iv) 119 (to recover any surplus); (v) 120(2) (to receive notice of proposal to take the goods); (vi) 121 (to object to a proposal to take the goods); (vii) 133 (to reinstate security agreement); and (viii) 134 (to reinstate security agreement).
g. If Provet has rights in addition to those in Part 9 of the PPSA, those rights shall continue to apply.
h. Any payments made to Provet by Customer on an unspecified basis shall be deemed to be applied in the following order: First in payment for Goods supplied by Provet and which have been sold by Customer; and second in payment for Goods supplied by Provet and which have not been sold by Customer.

9. Credits and Return of Goods

a. All Goods are sold on the basis of "no return for credit" unless: (i) subject to clause 7(e), the Goods are received in a damaged state; (ii) the Goods are supplied in the incorrect quantity; (iii) incorrect Goods are received by Customer; or (iv) the Goods are faulty.
b. Other specific circumstances for the return of Goods for credit may be approved by Provet in its absolute discretion.
c. Claims for credit must be made within forty eight (48) hours of receipt of the Goods and a copy of the invoice from which the Goods were supplied must be presented. If Customer fails to notify Provet within the forty-eight (48) hour period for claims or fails to provide the required invoice, any such claims are deemed to be waived.
d. Goods that have passed their expiry date will only be accepted for credit where the manufacturer of that particular product gives credit for expired stock.
e. Any return of Goods by Customer must be made to Provet using the procedures determined by Provet. Customer willbe advised of such procedures by Provet when Provet agrees to the return of the Goods for credit.
f. All Goods that carry a warranty or guarantee of the manufacturer shall be credited or exchanged only when so agreed by the manufacturer.

10. Credit Enquiries

a. Customer hereby gives Provet the authority to make inquiries from third parties as to the credit worthiness and credit and financial responsibility of the Customer, its partners or any directors of the Customer as may be required by Provet from time to time. Customer hereby gives Provet the authority to receive and disclose information in respect of Customer, its partners or any directors of the Customer to such third parties as may be required by Provet from time to time. Customer shall provide to Provet all information required to register a financing statement over the Goods or their proceeds and Customer shall further pay all reasonable costs associated with or incurred in relation to the registration or amendment of any financing statement, whether initiated by Customer or not.

11. Privacy

a. Customer hereby requests and authorises the parties referred to in section 10 (a) to supply such information to Provet.
b. Customer (if an individual) acknowledges that all information provided by him or her will be held by Provet subject to hisor her right to access to and correction of such information provided by the Privacy Act 1993.
c. Customer authorises Provet to use any information it may have or obtain about Customer for the purpose of providingor

advertising, or enabling any third party to provide or advertise, additional services or products to Customer.

12. Export Policy

a. All Goods sold or supplied under this Agreement are packed and labelled in accordance with New Zealand regulatory requirements.

b. All export orders must be fully paid for prior to the Goods being shipped.

13. Currency

a. All quotations, invoices, statements or other documents issued by Provet to Customer are in New Zealand currency unless otherwise expressly stated.

b. All payments by Customer to Provet must be made in New Zealand currency unless otherwise specifically agreed.

14. Governing Laws

a. This Agreement shall be construed and the rights and obligations of Customer and Provet determined according to the laws in force in New Zealand and Customer and Provet submit to the non-exclusive jurisdiction of the Courts of New Zealand.

15. Construction

a. Any clause headings contained herein are for convenience only and shall not affect the construction of This Agreement.

b. If any of the provisions of these Terms are for any reason held by a Court of competent jurisdiction to be unlawful or invalid under any applicable statute or rule of law, then that provision or part of a provision shall be deemed to be severable and omitted from these Terms and the validity and enforceability of the remainder of these Terms shall be in no way affected.

16. Incorporation in Other Dealings

a. Subject to any express contrary agreement in writing signed by Provet, these Terms shall, so far as is applicable and making all changes necessary having regard to the context, be incorporated in any contract arising from future orders placed by Customer with Provet.

17. Amendment and Entire Agreement

a. No variation, modification or alteration of any of these Terms shall be of any effect unless agreed to in writing and signed by Provet.

b. Subject to any such written variation, modification or alteration, these are the whole of the Terms applicable to all sales or supplies by Provet to Customer. If there is contradiction between a provision of any other document and any of these Terms, as may be amended from time to time, these Terms shall prevail unless it is explicitly provided in the contradicting provision that such provision shall prevail.

c. Provet and Customer expressly agree that, to the maximum extent permitted by law, all conditions and warranties implied or otherwise incorporated in contracts by statute, common law, equity, custom or usage or otherwise shall not apply and are excluded.

18. Claims, Limit of Liability

a. Without deviating from any other term or condition in the Agreement:

i. Customer shall inspect the Goods immediately upon their delivery in accordance with section 4.5(e). The Goods are deemed to be accepted by Customer unless Customer gives notice to Provet of any alleged defects in the Goods, unfitness for the particular purpose for which they were supplied (if any), unmerchantable quality, failure to meet specifications, supplied in the incorrect quantity or loss or damage in transit within forty-eight (48) hours of delivery of the Goods.

ii. If Customer does not provide such notice, the Goods shall be deemed to be suitable for the purpose for which they were supplied, of merchantable quality, in accordance with specifications, and otherwise free of any defect and in the correct quantity and Provet shall not recognize any claim in any of these regards.

iii. The liability of Provet, if any, for faulty workmanship, unsuitability, unmerchantable quality, failure to meet specifications, supplied in the incorrect quantity, loss or damage in transit or whatever shall (except to the extent otherwise provided by the Consumer Guarantees Act 1993) be limited to: (i) replacement of the Goods or supply of equivalent Goods; (ii) repair of the Goods; (iii) payment to Customer of the cost of replacing the Goods or of acquiring equivalent Goods, whichever obligation Provet shall in its absolute discretion choose.

b. Without deviating from the generality of the foregoing, Provet shall not be liable for any consequential loss.

c. Customer shall notify Provet immediately upon Customer, its employees or agents becoming aware of any alleged fault or defect in the Goods, unsuitability or unfitness for the proposed use of the Goods, failure to comply with or to meet specifications, supplied in the incorrect quantity, loss or damage in transit, or any other alleged cause of action in relation to the Goods arising out of the delivery or failure to deliver the Goods; and shall bring any action and/or commence any proceedings in relation thereto within six months of the date of delivery of the Goods or the date that the Goods ought to have been delivered and not thereafter.

d. Customer may not make any claim for a sum that exceeds the invoiced value of the Goods. Provet and its employees, contractors and agents will not be liable for any damages or losses of any kind, direct or indirect, however that loss or damage is caused or arises.

19. Consumer Guarantees Act 1993

a. Customer acknowledges that all Goods supplied by Provet to Customer are for the purposes of resupply in trade. If the Goods are acquired for Customer's own use the customer acknowledges such Goods are acquired for the purpose of a business, and the provisions of the Consumer Guarantees Act 1993 ("CGA") are expressly contracted out of to the extent permitted by the CGA.

b. Customer will not do or omit anything which gives rise to any liability on Customer's part or on the part of Provet under the CGA.

c. Customer will not make any representation or give any guarantee, warranty or other undertaking in relation to the Goods or any services provided in connection with the Goods to its customers other than by the supply of the

Goods in any packaging and with the promotional material or documents supplied by Provet to Customer or as otherwise authorised in writing by Provet.

d. Customer shall not hold itself out as an employee or agent of Provet to any of its customers.
e. Customer indemnifies Provet in respect of any liability (including any costs and expenses) incurred as a result of a breach of any of this section 19.

20. Partial Invalidity

a. The illegality, invalidity or unenforceability at any time of a term of this Agreement under any law
b. is not to affect the legality, validity or enforceability of that term under another law or the legality, validity or enforceability of another term.

Customer acknowledges and agrees that all orders placed with Provet will be subject to these Terms as may be amended from time to time which will be made available on Customer's request. Customer further acknowledges and agrees that Provet's current Terms replace all earlier terms and any condition or provision contained in any other document. By purchasing Goods from Provet, Customer acknowledges that Customer has read and understood the above terms of trade.

Customer acknowledges that Customer has read and understood the above Terms.

Company Name_____

Signature _____

Name _____

Date_____

We cannot accept electronic signatures