



## STANDARD TERMS AND CONDITIONS OF TRADE

### General

- 1 These Terms and Conditions ("*T&Cs*") apply to:
  - (a) any request to order an Orillion product ("*Product*"); and
  - (b) any Product Orillion sells to you.
- 2 References to "*Orillion*" in these T&Cs are references to Animal Control Products Limited, its agents, representatives, successors and assigns. References in these T&Cs to "*you*" and "*your*" are to the person whose name is recorded as ordering a Product and their agents, representatives, successors, and assigns.
- 3 You are deemed to have accepted these T&Cs by placing an order for a Product.
- 4 Unless Orillion specifically agrees otherwise in writing that other terms and conditions prevail, these T&Cs prevail over any inconsistent terms in any other communication or agreement.
- 5 Orillion may make a change to these T&Cs at any time. You will be subject to the version of the T&Cs that were in force and displayed on Orillion's website, or otherwise made available to you, at the time you made an order.

### Order

- 6 Information provided on any Products is for your information only and is not an offer to supply a Product. Orillion will endeavour to provide you with up to date information, but cannot guarantee that Products will always be available to be ordered. When you order a Product, your order will be an offer from you to buy that Product in accordance with these T&Cs. Orillion's acceptance of your offer occurs when Orillion confirms your order.
- 7 You may make an order by contacting Orillion and requesting a Product. You must provide all required information (including, but not limited to, if requested by Orillion, proof that you are legally permitted to purchase and use the Product). At the time of placing your order, you will ensure that all information you provide to Orillion is correct.
- 8 Orillion reserves the right to confirm or reject your order for any reason whatsoever and in Orillion's sole discretion.
- 9 Once an order has been confirmed, you are required to pay for that order in accordance with these T&Cs. You may cancel or vary your order at any time before Orillion confirms your order. After that, Orillion may accept such requests in its sole discretion. Price and payment
- 10 The price for a Product is the price communicated to you or stated on the price list provided to you. If Orillion delivers the Product to you, Orillion will charge you the associated delivery costs.

- 11 Orillion may revise the price of any Product. Price changes will become effective without notice but Orillion will endeavour to notify regular customers.
- 12 All prices are exclusive of New Zealand Goods and Services Tax. Otherwise, prices do not include import fees, duties, tariffs, taxes or other imposts or charges which may be payable in relation to your order and you will make payment of any such amounts.
- 13 Orillion will invoice you for your order. If Orillion sends you the invoice on or before the last day of any month, you will pay the invoice on or before the 20<sup>th</sup> day of the following month, unless otherwise agreed with Orillion by prior arrangement.

#### **Delivery**

- 14 Unless Orillion agrees with you that you may arrange for collection of the order from Orillion's facility, Orillion will deliver the order to the shipping address you provided.
- 15 If you are collecting the order from Orillion's facility, you will ensure that the carrier of your order complies with all relevant laws, regulations, rules, standards and guidelines, and holds all required licences, permits and certificates. Orillion may refuse to allow the carrier to take possession of any Products if Orillion is not satisfied with the carrier for any reason.
- 16 Orillion will dispatch your order or make your order available for collection within a reasonable timeframe. Any delivery or collection times communicated by Orillion are estimates only. Orillion will endeavour to meet any such estimate, but will not be liable for any loss, expense, or other damage caused by any delay.
- 17 Orillion will retain full title and rights to all Products in an order up until payment of that order has been received in cleared funds. Risk in a Product will pass to you once you or your agent has collected the Product or the Product is delivered to the nominated shipping address (whichever happens first).
- 18 Where the Products are to be shipped outside of New Zealand, Orillion will agree with you what Incoterms (2010) apply to such shipment.

#### **Use of Product and Indemnity**

- 19 You shall ensure that the Products are used:
  - (a) in compliance with all relevant laws, rules, regulations and standards;
  - (b) as directed by any instructions provided on the labelling or packaging of any Product; and
  - (c) in accordance with all relevant industry guidelines and industry best practice.
- 20 You will also ensure that, to the extent the Products are used in association with a product provided by a third party, any such associated products will be of an appropriate standard (including, without limitation, meeting the standards specified in any relevant contracts with third parties).
- 21 You shall notify Orillion if there is any complaint or issue arising from or regarding the use of any Products, or if you have not satisfied any of the matters provided for in clause 19 or 20.

- 22 You shall defend, indemnify and hold Orillion harmless against any and all liabilities, losses, costs and expenses that it may suffer as a result of, or incur in response to, any claim or proceedings brought against Orillion by a third party as a result of your negligence or breach of these T&Cs.

### **Claims and refunds**

- 23 If you claim that a Product was defective at the time of collection or delivery, and Orillion accepts that claim, Orillion will (at its option) replace the Product or refund you the amount you paid for the Product. If you claim that a Product you received from Orillion is not the Product you ordered, and Orillion accepts that claim, Orillion will (at its option) replace the Product or refund you the amount you paid for the Product. If Orillion accepts your claim, Orillion will endeavour to minimise the inconvenience to you.
- 24 To qualify for a replacement or refund under clause 23 you must notify Orillion of the claim within 14 days of the original Product being collected or delivered.
- 25 Orillion will not provide you with a replacement or refund for a Product that:
- (a) has not been used in accordance with these T&Cs;
  - (b) has been damaged after risk in the Product has passed to you;
  - (c) the product has been modified or tampered with by you or a third party (i.e. not Orillion); or
  - (d) has been damaged as a result of an act of God.

### **Intellectual property**

- 26 You acknowledge and agree that you have no intellectual property rights in the Products. You must not copy, alter, modify or reproduce to any extent any Products, nor permit any person to do so.

### **Privacy**

- 27 Orillion respects and is committed to protecting the privacy and personal information of all customers as required by the Privacy Act 1993. Orillion may collect personal information in the following ways:
- (a) when you make an order with Orillion;
  - (b) when you submit an application to hold an account with Orillion; and
  - (c) when you make an enquiry or otherwise communicate with Orillion.
- 28 You acknowledge that personal information that Orillion has collected, may be used and disclosed for the following purposes:
- (a) enabling Orillion to attend to your order or enquiry;
  - (b) enabling the delivery or insurance of Products;
  - (c) exercising Orillion's rights under these T&Cs, including the recovery of debts using a debt recovery agency;

- (d) enabling Orillion to communicate with you including electronically for any purpose;
  - (e) administering, whether directly or indirectly, all Orillion's rights under these T&Cs; and
  - (f) marketing the Products and any other goods and services provided by use.
- 29 You acknowledge that all personal information that Orillion has collected will be held at Orillion's premises. Other than as set out in these T&Cs, in accordance with the Privacy Act 1993 or otherwise required by law, Orillion will use its best endeavours not to disclose your personal information to any other party without your express consent.
- 30 You have the right under the Privacy Act 1993 to obtain access to and to request correction of any personal information Orillion holds about you.

### **Confidentiality**

- 31 You acknowledge and agree that all price information about the Products is commercially sensitive and is Orillion's confidential information. You shall not disclose Orillion's confidential information unless permitted to do so by Orillion in writing.

### **Consumer Guarantees Act**

- 32 You acknowledge that if you are acquiring Product for the purposes of business, the guarantees and remedies provided under the Consumer Guarantees Act 1993 will not apply to the supply of that Product. If you are acquiring a Product for purposes other than that of a business, these T&Cs will not limit your rights under the Consumer Guarantees Act 1993.

### **Liability**

- 33 Except as provided for in these T&Cs and to the maximum extent permitted by law:
- (a) Orillion disclaims all warranties, representations, and guarantees (whether express, implied or statutory) in relation to any Product;
  - (b) Orillion will not be liable to you for any direct, indirect, incidental, special or consequential losses arising in connection with these T&Cs or a Product; and
  - (c) Orillion's liability to you in respect of any Product supplied is limited to the price paid by you for that Product.

### **Law**

- 34 These T&Cs will be governed by and construed in accordance with New Zealand law, and each party submits to the exclusive jurisdiction of the courts of New Zealand.
- 35 All of the terms of the United Nations Convention on Contracts for the International Sale of Goods (adopted in Vienna, Austria on 10 April 1980) are expressly excluded from these T&Cs.

***Commencement date of these terms and conditions: 22 June 2017***