HEALTH TICK
WELLBEING AT THE HEART

TDDA Terms of Trade

The New Zealand Drug Detection Agency Limited ("TDDA") supplies all goods and provides services to its Clients ("Customer") on the following terms and conditions.

1. ACCEPTANCE

1.1 Receipt of any order for the supply of goods or the provision of services will be deemed to be acceptance by the Client of these terms and conditions, despite anything stated to the contrary on the Customer's order or the Customer's terms and conditions. No representative or agent is authorised by TDDA to give any guarantee, warranty or representation in addition to, or contrary to these terms.

2. PRICE

2.1 Prices are subject to change without notice.

2.2 All quotes will remain open for acceptance for a validity period of 30 days from the date of the quotes.

2.3 Unless stated otherwise, all prices are exclusive of GST and freight costs (if any).

2.4 In the event that any action or lack of action from the Client or variation of the Customer's instructions causes additional cost or expense to TDDA, then such further expense or cost shall be invoiced to the Client as an addition to the quoted price and the Client will be liable for payment of the same.

3. TERMS OF PAYMENT

3.1 Unless previously agreed, payment is due on the 20th of the month following the date of invoice.

3.2 TDDA reserves the right to suspend delivery of further goods or the provision of further services if these terms of payment are not strictly adhered to by the Customer.

3.3 Interest may be charged on overdue accounts at a rate equal to 5 percent above the current overdraft rate which TDDA has with its principal trading bank.

3.4 Any expenses, costs or disbursements incurred by TDDA in recovering any outstanding monies including debt collection agency fees or solicitor's costs shall be paid by the Customer.

3.5 Any payment of all amounts owing to TDDA shall be made without any set-off or deduction.

4. COMPLETION AND DELIVERY

4.1 Dates given for completion of services and delivery of goods or test results are stated in good faith but are not to be treated as a condition of the sale. If completion and delivery is delayed for any reason at all TDDA will not be responsible or liable in any way to the Client or any other party for loss suffered due to the delay.

5. WARRANTIES AND CONDITIONS

5.1 This clause applies where the supply of goods and/or the provision of services pursuant to this agreement would otherwise be subject to the provisions of the Consumer Guarantees Act 1993 ("Act"), and where such supply is a supply for business purposes. In such circumstances, the Client agrees that the goods and/or services are supplied for business purposes in terms of the Act and that the provisions of the Act do not apply to the supply to the Customer. Such a Client is not a "consumer" for the purposes of the Act.

5.2 With the exception of any express written warranty TDDA may give, no warranty or condition will be implied against TDDA by any statute, at common law or otherwise and no representation, condition, warranty or variation of these terms and conditions will bind TDDA unless it is in writing and signed by TDDA.

6. OWNERSHIP AND RISK

6.1 Risk in goods supplied by TDDA shall pass to the Client on delivery to the Client or into the custody of the party acting on the Customer's behalf. The Client shall be obliged to insure the goods from the time of such delivery pending payment in full to TDDA.

6.2 Notwithstanding any period of credit, legal and beneficial ownership of goods supplied by TDDA shall remain with TDDA until payment in full is made for the goods and services and for all other goods and services supplied by TDDA to the Customer.

6.3 Until the Client has paid all money owing to TDDA the Client shall at all times ensure that the goods supplied by TDDA, while in the Customer's possession, can be readily identified and distinguished.

6.4 The Client shall if required by TDDA permit TDDA, at any time, to register a security interest in favour of TDDA in respect of the TDDA's right title and interest in the goods and their proceeds to secure payment of all moneys owing (together with all other obligations) from the Client to TDDA under this agreement now and in the future, in terms of the Personal Property Securities Act 1999. The Client shall, at its own expense, provide all reasonable assistance and relevant information to enable TDDA to register a financing statement and generally to obtain, maintain, register and enforce TDDA's security interest in respect of goods supplied.

6.5 All intellectual property comprised in the goods or services provided by TDDA shall at all times be and remain the property of TDDA including by way of example only all copyright, confidential information, design, specification, manufacturing methods and know-how.

The Drug Detection Agency
TDDA

HEALTH TICK
WELLBEING AT THE HEART

TDDA Terms of Trade, cont'd

7. DEFAULT

7.1 Where TDDA considers the Client may be unable to meet its payment obligations to TDDA, TDDA may, without limiting or affecting its other rights and remedies, do all or any of the following:

(a) Demand payment of all or part of any moneys due to TDDA;

(b) Without notice, withhold deliveries of goods, the provision of services and delivery of results;

(c) Cancel this and any other contract of supply with the Customer;

7.2 The Client will pay all costs and expenses (including costs on a solicitor/client basis and debt collectors' costs) TDDA incurs in enforcing or attempting to enforce its rights under this agreement.

8. CLAIMS FOR DAMAGED OR DEFECTIVE GOODS

8.1 TDDA may, at TDDA's discretion, repair any damaged or defective goods or make a reasonable allowance on the purchase of goods to replace the goods provided:

(a) The Client returns the goods to TDDA within 14 days of delivery at the Customer's cost, and within the same period provides a copy of the invoice and a claim specifically identifying the damage or defect(s);

(b) TDDA has a reasonable opportunity to investigate the claim; and

(c) The Client is not in default or breach of this agreement.

9. LIMITATION OF LIABILITY

9.1 Without restricting the limitations of liability contained elsewhere in these terms and conditions, TDDA's liability is limited to the price of the goods and/or services supplied by it. TDDA has no further liability or responsibility for any direct, indirect or consequential injury, loss or damage of whatever type or however arising.

9.2 TDDA is not responsible for any damage whatsoever caused either to the goods supplied or as a result of malfunction if:

(a) Goods are adapted to a use for which they are not specifically intended; or

(b) Goods are added to or repaired using components not recommended or approved by TDDA or the manufacturer; or

(c) Goods or samples are improperly stored, transported or lost.

10. GENERAL

10.1 TDDA will not be in breach of these terms and conditions because of any failure on TDDA's part directly or indirectly due to wars, strikes, lockouts, delays or defaults of manufacturers or suppliers, acts of God or any other cause beyond TDDA's reasonable control.

10.2 The Client indemnifies TDDA against any liability for any direct, indirect or consequential injury, loss or damage arising out of any act, default or omission of, or any representation made by, the Customer, or the Customer's servants or agents.

10.3 TDDA may vary these terms and conditions at any time by notice in writing to the Customer. The Client may not vary these terms and conditions unless TDDA agrees in writing.

10.4 The Client authorises TDDA to collect, retain, and use personal information about the Client for assessing the Customer's creditworthiness, disclosing to a third party details of this agreement and any subsequent dealings it may have with TDDA for the purpose of recovering amounts payable by the Customer, providing credit references and for marketing goods and services provided by TDDA.

The Drug Detection Agency
TDDA