

1. GENERAL

- a) All Goods and services of every kind supplied by Pharma Pac Limited NZBN 9429037119812 ("Pharmapac") are supplied subject to and upon these terms and conditions of supply ("T&C's") and "Goods" includes all present and after-acquired Personal Property (as defined in the Personal Property Securities Act 1999 ("PPSA")) (and "Goods" has a corresponding meaning).
- b) References to "Customer" includes all persons and organisations to whom all Goods and/or services of any kind are supplied. References to "Goods" in these T&C'S includes all services.
- c) These T&C's include all those statutory rights conferred on the Customer which Pharmapac is not capable of excluding, restricting or modifying.
- d) These T&C's shall, for the purposes of the PPSA, include any accepted quotation, order or other correspondence but only insofar as it described Goods to be supplied to the Customer by Pharmapac or indicates the Customer's assent to these T&C's.
- e) Pharmapac reserves the right to suspend the supply of any Goods in whole or in part or to discontinue the supply of the Goods without incurring any liability whatsoever and without being obliged to give any reason for its action.
- f) The Contract and these T&C's are governed by and shall be construed in accordance with, the laws of New Zealand and the Customer submits to the exclusive jurisdiction of the courts of New Zealand in respect of all matters arising out of the Contract and these T&C's.
- g) Failure by Pharmapac to enforce any of its rights hereunder or other legal rights it may have shall not be construed as a waiver of any of Pharmapac's rights hereunder or otherwise or a waiver of any continuing breach.
- h) The Customer acknowledges that these T&C's and the terms applying to the Customers trading account may be modified from time to time and the orders as accepted by Pharmapac for a particular transaction express the entire understanding and agreement between them and that there has been no other representation made by Pharmapac to the Customer. If there is any inconsistency between these T&C's (as they may be amended from time to time) and any other agreement or order that may be lodged by the

Customer, then these T&C's shall prevail.

- i) In these T&C's, headings are for convenience only and do not affect their interpretation.

2. PRICES AND TERMS OF PAYMENT

- a) Prices are exclusive of New Zealand GST or any other taxes, insurance, returnable pallets, and freight and subject to change at any time without notice.
- b) Prices charged will be those ruling at the date of dispatch of the Goods. Price lists do not constitute an offer.
- c) Pharmapac may on the application, and in its sole discretion, provide the Customer with a trading account ("Trading Account") and a credit limit ("Credit Limit").
- d) Pharmapac reserves the right to: amend the Customer's credit limit; decline credit; and withdraw the offer of credit, in its sole discretion and without notice. The Customer acknowledges that the credit is provided to the Customer for the purpose of purchasing Goods.
- e) Goods are to be paid for in full when the order is placed. If the Customer has a Trading Account, payment for Goods where the value of the order does not exceed the Customer's Credit Limit is deferred to and becomes due on or before the 20th of the month following the month the Goods are supplied (the "Due Date"). If the order placed exceeds the Customer's Trading Account, Pharmapac shall not be obliged to accept the order and may notify the Customer of same.
- f) All payments due to Pharmapac must be made in full without deduction, set-off or counter-claim.
- g) Payment must be made by cash, bank cheque, or electronic funds transfer. If payment is made other than in cash, payment shall not be deemed to have occurred until such time as the order or instruction for payment has been unconditionally cleared by Pharmapac's bankers ("Cleared Payment").
- h) If the Customer defaults in making payment by the Due Date, interest at a rate of 2% per month calculated on a daily basis, shall be payable on the amount outstanding from the Due Date until payment is received in full ("the Default Interest").
- i) Payments made to Pharmapac will be applied first in payment of the Default Interest, secondly in payment of Collection Costs and thirdly, in the reduction of invoiced amounts. Default Interest to

be paid is without prejudice to Pharmapac's other rights or remedies.

3. SUPPLY AND DELIVERY OF GOODS

- a) The Customer is responsible for delivery costs unless agreed in writing otherwise. The time of supply will be the time the Goods are ready to be dispatched by Pharmapac.
- b) Delivery shall be made to or from the place and at the time indicated in Pharmapac's invoice or as otherwise mutually agreed. Delivery of the Goods to the Customer's agent, carrier or representative shall constitute delivery to the Customer.
- c) Pharmapac reserves the right to supply the Goods by installments and each installment shall be deemed a separate transaction on the same terms and conditions and Pharmapac shall be entitled to payment for each installment supplied.
- d) Pharmapac will endeavour to supply the Goods within the time agreed (if any) or within a reasonable time (in the absence of an agreement), but shall not be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any delay or failure to deliver, supply or complete. The Customer acknowledges that time shall not be of the essence.
- e) If the Customer fails or refuses to take delivery of any Goods Pharmapac may (without prejudice to its other rights and remedies) charge the Customer for any additional expense incurred.
- f) All claims for short orders, errors or defects must be made in writing to Pharmapac within 10 working days after the delivery of the Goods and provide Pharmapac with full details and opportunity to investigate a claim. Liability by Pharmapac is limited to making up the shortages or replacing the Goods.

4. RETURN OF GOODS FOR CREDIT

- a) Goods supplied in accordance with the Customer's order can only be returned with the express approval of Pharmapac. Requests to return Goods must be submitted within 10 days from date of Delivery and the original invoice number must be quoted. b) Where the Goods to be returned were ordered on credit pursuant to a trading account, they must be delivered at the Customer's expense into Pharmapac's premises from where they were purchased in original condition and packaging.

- c) Pharmapac reserves the right to levy a handling fee against any returns they may agree to accept. Such fees may be up to 40% of the invoice price and levied at Pharmapac's absolute discretion.
- d) Goods specifically imported, procured or manufactured on behalf of the Customer can only be returned on such terms and conditions as Pharmapac may agree.

5. FURTHER SECURITY

Pharmapac may at any time require the Customer to provide security or further security for payment of Goods supplied or to be supplied and without limitation may call for guarantees from the Customer and if applicable its directors and shareholders and take security in support of those guarantees.

6. DEFAULT

- a) For the purposes of these T's & C's a Default Event shall include any one or more of the following:
 - i) Any default by the Customer under the T&C's including a failure to make payment by the Due Date;
 - ii) The Customer becomes insolvent or is adjudicated bankrupt;
 - iii) The Customer ceases or threatens to cease to carry on its business;
 - iv) A receiver, liquidator, official assignee or statutory manager of the Customer's assets is appointed;
 - v) The customer, being a company, has an administrator appointed;
 - vi) The Customer makes or proposes an arrangement or compromise with creditors;
 - vii) Any adverse judgment of any Court which is not stayed or satisfied;
 - viii) A change in the effective control and/or management of the Customer;
 - ix) Any other event which in the sole discretion of Pharmapac gives rise to concern as to the likelihood of timely payment of the Customer's current or future debts;
- b) Where a Default Event occurs, without prejudice to any other remedies, Pharmapac may:
 - i) Demand payment of the arrears as well as payment in advance for any undelivered Goods before delivery of the Goods;
 - ii) Cancel this contract and any other contract

between Pharmapac and the Customer, suspend or cancel the Customer's account, and/or cancel any outstanding orders by the Customer and in each case seek damages;

- iii) Appoint a receiver in respect of the Goods (including the proceeds of the same). Any receiver so appointed may take possession of the Goods and re-sell them and otherwise exercise the rights conferred by law on the receiver;
- c) Notwithstanding the passing of time since the Default Event the seller can invoke the provision of this clause at any time.
- d) The Customer shall pay all costs incurred by Pharmapac, including solicitor-client costs and debt collection costs incurred in the enforcement of these T&C's ("Collection Costs").

7. PROPERTY AND RISK

- a) Risk passes to the Customer immediately when the Goods leave Pharmapac's premises.
- b) Ownership of all Goods sold by Pharmapac and any proceeds in respect of a disposition of the Goods and proceeds from an insurance claim is retained by Pharmapac until payment is received in full for all amounts invoiced in respect of all Goods supplied and of all interest and costs due in relation to them.
- c) If the Customer fails to supply Pharmapac on request with an insurance certificate in respect of the Goods, Pharmapac shall be entitled to insure the Goods at the Customers cost.
- d) Until payment is made for the Goods, the Customer shall hold or deal with the Goods and any proceeds of the Goods as a fiduciary of Pharmapac and the Customer agrees to:
 - i) Enable the Goods to be readily identifiable as the property of Pharmapac;
 - ii) Maintain the Goods so supplied in good order and condition and return the Goods immediately if called upon to do so by Pharmapac; e) Title to the Good(s) will not pass to the Customer until all monies owing to Pharmapac have been paid by the Customer in full. The Customer acknowledges and agrees whilst any invoices remain outstanding, Pharmapac is entitled to register its interests

on the Personal Properties Security Register (PPSR) until all of its invoices and monies owing are paid for in full. The Customer will insure and will keep insured the Good(s) noting the Pharmapac's interest (if required by Pharmapac). Should the Customer successfully make a claim for damaged Good(s), all proceeds obtained from such from a damaged Good(s) claim are to be held by the Customer on trust for Pharmapac and applied firstly in payment of any monies owing pursuant to these terms and conditions.

- iii) Maintain comprehensive insurance for the Goods;
- iv) On a sale or other realisation of the Goods, the Customer shall identify and keep the proceeds of sale in a separate account.
- f) If a Default Event Occurs, Pharmapac may without notice, enter upon any land, premises or property where it believes such Goods may be and, despite section 109 of the PPSA or any other applicable section of the PPSA and in addition to the rights hereunder, remove the Goods. If the Goods are removed then:
 - i) The right of the Customer or any agent of the Customer to possession of any Goods and right to sell or otherwise dispose of those Goods shall immediately and without the necessity of any notice terminate;
 - ii) The Customer will reimburse, indemnify and hold harmless Pharmapac, its employees and agents in respect of any costs, expenses, loss or damage (including such to any third parties) in respect of the exercise or attempted exercise of Pharmapac's remedies;
 - iii) Pharmapac may cancel any or all contracts with the Customer and Pharmapac will not be liable to the Customer therefore; and
 - iv) The value of such Goods seized shall be assessed as the lesser of current market value or the invoice value at the time of sale and may be subject to a restocking fee as for Return of Goods for Credit above.
- g) Notwithstanding that ownership in the Goods is retained by Pharmapac, the Customer is hereby authorised to use/or sell the Goods in the ordinary course of its business PROVIDED THAT such authority shall be deemed revoked with or without notice if a Default Event occurs or as otherwise

provided for in the Contact Terms.

8. PRODUCT INFORMATION AND SUITABILITY OF GOODS

Any information given by Pharmapac to the Customer as to the suitability or otherwise of the Goods for a particular use is given as general advice only and Pharmapac accepts no responsibility for the accuracy or otherwise of information that the Goods ordered are fit and suitable for the purpose of which they are required and Pharmapac is under no liability if they are not.

9. STATUS SHEETS

The Customer acknowledges that Pharmapac cannot make its own inquiry as to the makeup of raw material content or componentry of the Goods and has to rely on the information provided by manufacturers. Pharmapac collates manufacturers' raw material content and component information in the form of status sheets for the benefit of the Customer but accepts no liability for the accuracy or otherwise of that information. The Customer expressly waives any rights it may have to make a claim against Pharmapac for any or all of the accuracy or otherwise of the information provided.

10. INTELLECTUAL OR INDUSTRIAL PROPERTY RIGHTS, MOULDS, DIES, TOOLS

- a) In the event that the Customer requires Pharmapac to produce the Goods to a particular specification ("Customer Specification") other than a specification at the time produced by Pharmapac then:
 - i) The Customer warrants that the production of Goods by Pharmapac to the Customer's Specification shall not infringe any intellectual or industrial property rights of any third party and the Customer shall indemnify Pharmapac in respect of any claim of or arising from any infringement or alleged infringement including Pharmapac's cost in defending such a claim.
 - ii) The Customer shall be solely responsible for all or any dies, tools or other items provided by Pharmapac for the purpose of producing Goods to the Customer Specification and Pharmapac accepts no liability for any loss or damage thereto. Pharmapac shall be

entitled to retain any of Customers dies, tools or other items until such time as the Goods have been paid for and, in the event of non-payment within two months of due date for payment, to sell (after giving one weeks' notice of Pharmapac's intention to sell) by auction, (including by on-line or similar auction), and/or take ownership in part set-off against any outstanding invoices due to Pharmapac;

- b) Pharmapac shall be entitled to charge in addition to the price of the Goods a fee for the development of any Goods to Customer specification. Property including all intellectual property rights in all designs, sketches, specifications and all dies, tools and other manufacturing items developed by Pharmapac for production of Goods to the Customer's Specification shall be and shall remain the ownership of Pharmapac.
- c) With respect to Pharmapac Goods being Goods in which Pharmapac has rights or is entitled to have rights in the industrial or intellectual property of those Goods the Customer warrants that it will not infringe or bring any competing claim against Pharmapac's interest therein.

11. CONSUMER GUARANTEES & FAIR TRADING ACT

- a) The Customer warrants that: it is entering into this contract and acquiring the Goods supplied by Pharmapac for trade/business use and it is in trade as is Pharmapac. Accordingly, the Parties agree to contract out of the provisions of the Consumer Guarantees Act ("CGA") and section 9, 12A, 13 and 14(1) of the Fair Trading Act; and the Customer acknowledges and agrees that it is fair and reasonable to do so.
- b) The Customer shall not, in relation to the supply by the Customer of the Goods, give or make any undertaking, assertion, warranty or representation in relation to the Goods without the prior approval in writing of Pharmapac and the Customer shall indemnify Pharmapac against any liability or cost incurred by Pharmapac as a result of any breach by the Customer of this provision.
- c) Where the Customer supplies any of the Goods to another person who acquires them for in trade/business purposes, Clause 11 herein must be a term of the Customer's contract with that person that the Consumer Guarantees Act 1993 does not apply to the supply of the Goods. The Customer

shall indemnify Pharmapac against any liability or cost incurred by Pharmapac under the Consumer Guarantees Act 1993 as a result of any breach by the Customer of this provision.

12. PRIVACY

- a) The Customer authorises Pharmapac to collect information about the Customer from any other person and to use or disclose any information it holds about the Customer (whether now or in the future) for any purpose relating to the usual business functions and activities of Pharmapac, including credit checking and debt collection.
- (b) The Customer agrees that Pharmapac may report and provide the Customer's personal information to credit reporting bodies in accordance with Pharmapac's privacy policy (if applicable).

13. PERSONAL PROPERTY SECURITIES ACT ("PPSA")

- a) Notwithstanding anything to the contrary contained in these T&C's the parties agree that for the purposes of the PPSA:
 - i) These T&C's shall constitute a Security Agreement;
 - ii) The terms of clause 7 above constitute a security interest in the Goods and their proceeds for the purpose of the PPSR;
 - iii) The Customer shall promptly execute any document and provide any information required from time to time by Pharmapac to enable it to take a protected security interest in the Goods and their proceeds in priority to all other secured parties;
 - iv) The Customer agrees that Pharmapac may take whatever action it thinks appropriate to ensure it has first priority in the Goods and agrees to indemnify Pharmapac for any costs it incurs in doing this;
 - v) The Customer waives any rights to receive a copy of the verification statement under section 148 of the PPSA confirming registration of a financing statement or financing charge statement relating to a security interest created by these T&C's;
 - vi) The parties agree that nothing under sections 114 (1) (a) or 133 and 134 of the PPSA shall apply to the T&C's;
 - vii) The Customer waives its rights as a debtor under sections 120(2), 121,125,126,127,129,131 and

132 of the PPSA.

- b) The Customer warrants that information provided to Pharmapac relevant to registration and maintenance of Pharmapac's security interest is true and correct. The Customer will notify and update Pharmapac when such information changes.
- c) The Customer indemnifies Pharmapac for any costs Pharmapac incurs in registering or maintaining and/or enforcing or attempting to enforce the security interest created by these T&C's.
- d) Incorporated in this Security Agreement are all items contained in the Memorandum of General Terms and Conditions published by the Auckland Law District Law Society under reference 6302 and registered with Land Information New Zealand under reference "Sup Doc 704455". A copy of this is also available from Pharmapac on request.

14. LIABILITY OF PHARMAPAC

- a) In the case of Goods not of Pharmapac's own manufacture the Customer is entitled to only such benefits as Pharmapac may receive under any guarantee given to Pharmapac by the manufacturer of the Goods.
Terms and Conditions of Sale PHARMA PAC LIMITED ("Pharmapac")
- b) In lieu of any warranty, condition, or liability by law, Pharmapac's liability in respect of any defect in or failure of the Goods supplied, or for any loss, injury or damage attributable thereto, is limited to making good the replacement or repair of defects arising under normal proper use and maintenance arising solely from faulty design, materials, or workmanship, by Pharmapac, within the guarantee period, if stated, or otherwise within 3 months of the date of supply, provided always that such defective Goods are promptly returned to Pharmapac, unless otherwise arranged. Pharmapac shall not be liable for consequential or special damages under any circumstances. At the termination of the appropriate period all liability on Pharmapac's part ceases.

15. FORCE MAJEURE AND INDUSTRIAL ACTION

Pharmapac shall not be liable in any way whatsoever for a failure to comply with the T&C's which failure is due to circumstances caused by

force majeure or labour dispute and Pharmapac may suspend delivery, supply or completion and / or terminate the contract. "Force majeure" means an act of God, war, lightning, fire, earthquake, storm, flood, explosion, unavailability or delay in availability of equipment, materials or transport, and any other cause whether of the kind specifically enumerated or otherwise which is not within the control of Pharmapac.

16. CONFIDENTIALITY & PUBLICITY

- a) Each party agrees to always keep the other party's Confidential Material confidential and not to:
 - (i) Use the Confidential Material for a purpose other than for which it was supplied; or
 - (ii) Copy or reproduce any of the Confidential Material in any way, except where disclosure is necessary to enable an end-user to use goods or services under a lease, or where the party that owns the Confidential Material has consented to the disclosure.
- b) On request, each party will ensure that any Confidential Material (including any copies of it) that it possesses or controls (and, where that party is a lessor, that an end-user possesses or controls) and that belongs to other party is returned to that other party.
- c) The Customer agrees that Pharmapac may use the Customer's name, logo and any testimonial the Customer provides in Pharmapac's promotional material and communications including, but not limited to, proposals, presentations, website, and corporate brochure.
- d) "Confidential Material" means
 - (i) All information and other material relating to Pharmapac's business, employees, Goods and Services which Pharmapac make available, or have previously made available to the Customer; or
 - (ii) Any report or material which Pharmapac produce as a direct or indirect result of any work that Pharmapac carry out for the Customer, and anything that the Customer derives from this information and material; but excluding everything which:
 - (A) is generally available to the public (but not because the Customer or anyone the Customer is responsible for has disclosed it or allowed it to be disclosed); or

(B) the Customer or a third party have independently developed or acquired, except where this was derived from information sourced from Pharmapac which otherwise comes within this definition of Confidential Material.

17. VARIATION

Any verbal agreement which does not conform to these T's & C's shall not be binding on Pharmapac unless it has been confirmed by Pharmapac in writing.

18. SEVERABILITY

If any of these T's & C's are declared or adjudged to be invalid, void or unenforceable, such provision shall be severable and shall not affect the validity, existence and/or legality of the balance of these T's & C's.

19. MINIMUM REQUIREMENTS

If any other benefit or fruit flowing from these T's & C's to the Customer are altered by law, the Customer's entitlements under this agreement shall from the date the changes come into effect alter accordingly to the extent that the entitlement under these conditions is less than the prescribed minimum. There shall be no obligation in such cases to increase the entitlement above and beyond the prescribed minimum.

20. LEGISLATION

Any reference to any legislation within these T's & C's includes all amendments and replacements.

21. ASSIGNMENT

Pharmapac may assign any of its rights, duties or obligations under these T's & C's at any time.

Applicant / Customer Signature