

Nutrinza Terms of Trade

These terms are to be applied together with the sale contract (**Sale Contract**) and Credit Terms. If there is any conflict between these Credit Terms, the Terms of Trade and the Sale Contract, the Sale Contract shall prevail.

269498352. Payment and Invoices

Subject to Credit Approval: Nutrinza will not be required to supply or sell any Goods to the Buyer until the Buyer has successfully completed (to Nutrinza's satisfaction) Nutrinza's credit approval process and Nutrinza has opened a credit account for the Buyer. The Buyer agrees that Nutrinza may collect information about the Buyer from the Buyer and third parties (such as credit reporting agencies), and may also use and disclose such information, for the purposes of assessing the Buyer's creditworthiness and opening a credit account for the Buyer any other purposes specified in Nutrinza's Privacy Policy (a copy of which is available at <https://www.nutrinza.com/intelact-group-privacy-policy/>)

269498352.269499752 **Payment:** Unless otherwise agreed in writing, payment in full of:

- (a) the Instalment Price is due on the 20th day of the month immediately following the month relating to the relevant Instalment set out in the Monthly Instalment Schedule; and
- (b) all other amounts (including storage charges and freight) are due on the 20th day of the month following the month of issue of an invoice by the Seller to the Buyer in respect of those amounts.

269498352.269499753 **GST:** Unless otherwise agreed in writing, GST payable in connection with, any supply under the Sale Contract is payable by the Buyer in addition to the prices and amounts set out in the Sale Contract.

269498352.269499754 **Method of payment:** Payments from the Buyer to the Seller under the Sale Contract or these terms shall be paid to the bank account of the Seller specified on the invoice.

269498352.269499755 **Payments to be free and clear:** Amounts payable by the Buyer under the Sale Contract or these terms shall be paid free and clear of any restriction or condition, deduction or withholding, on account of any tax (except to the extent required by law), or deduction or withholding on account of any other amount, whether by way of set-off, counterclaim or otherwise.

269498352.269499756 **Collection costs:** If the Seller incurs any costs or expenses in respect of collection of any amount due but unpaid under the Sale Contract or these terms, the Buyer agrees to pay to the Seller all such costs incurred.

269498352.269499757 **Default interest payable:** If the Buyer fails to pay any amount payable by it under the Sale Contract or these terms on its due date, default interest shall accrue on the overdue amount from the date of invoice to, and including, the date of payment but without prejudice to the Seller's other rights or remedies in respect of the Buyer's default in failing to make payment on the due date. The default interest rate shall be **19.8%** per annum and shall be immediately payable by the Buyer on demand by the Seller.

269498352.269499758 **Use of merchants:**

- (a) If and to the extent that the Buyer instructs a merchant to assist them with the purchase of Goods from the Seller, they acknowledge and agree to instruct and authorise that merchant to provide the Buyer with any necessary documentation (including any order number(s)), promptly on request by the Seller, to facilitate the prompt payment by the Buyer or that merchant on the Buyer's behalf, and/or the on-charging to the Buyer by that merchant, of: (i) the purchase price of any Goods; (ii) any storage charges; and (iii) any other amounts, in each case payable by the Buyer to the Seller under the Sale Contract.
- (b) Notwithstanding sub-clause (a) above and the Buyer's use of a merchant to facilitate the purchase of any Goods or other services from the Seller, the Buyer acknowledges and agrees that the Buyer remains liable directly to the Seller for the prompt payment of all amounts under, and the performance of, the Sale Contract.

269498353. Delivery and Risk

269498353.269499752 **Delivery terms:** Delivery of the Goods shall be to the Delivery Location and on the terms set out in the Sale Contract. If the Buyer has instructed the Seller to deliver an Instalment and fails or refuses to take or accept delivery, the Buyer will be liable to pay for the relevant Instalment notwithstanding non-delivery in accordance with the "take or pay" regime set out in clause 1 of the Sale Contract.

269498353.269499753 **Freight:** The Seller may employ any reasonable means of freight and/or delivery.

269498353.269499754 **Passing of risk:** Risk in respect of the Goods shall pass to the Buyer at Collection Location or on deposit of the Goods by the Seller at the Delivery Location specified in the Sales Order.

269498353.269499755 **Freight costs additional:**

- (a) **Plus, freight:** Where the Sale Contract specifies that the Price is "Plus freight" the Buyer shall pay for all reasonable freight costs (including fuel consumption, road user charges and other transport taxes) incurred by the Seller, or charged to the Seller by its freight service providers, in relation to the freight of the Goods to the Delivery Location. These additional costs will be added to the Price.
- (b) **Including freight:** Where the Sale Contract specifies that the Price is "Including freight" the Buyer remains liable for all additional costs incurred by the Seller as a result of any Fuel Adjustment Factor, Road User Charges, transport taxes and levies, and any other freight related costs, incurred by the Seller, or charged to the Seller by its freight service providers, in relation to the freight of the Goods to the Delivery Location. These additional costs will be added to the Price.

269498354. Non-conformity of goods

269498354.269499752 **No representation or liability:** To the extent that it is permitted by law, all liability of the Seller in respect of the Goods arising from any duties, warranties, guarantees, or conditions implied by statute or otherwise is excluded, and the Seller makes no representations nor gives any warranties whether express or implied in relation to the Goods. The Seller also has no liability whatsoever to the Buyer for, and the Buyer must not make any claim in respect of, special, indirect or consequential loss or damage under or in connection with this contract, or for loss or damage in the nature of loss of profit, loss of opportunity, loss of production (including loss of production of crops), loss of performance of, or impact on, any animals consuming the Goods, loss of business or analogous economic loss.

Our Privacy Policy is available at <https://www.nutrinza.com/intelact-group-privacy-policy/> and sets out how we collect, store, use and disclose your personal information. Our Privacy Policy is subject to change at our discretion. By placing an order for Goods or otherwise providing your personal information, you consent to our collection, storage, use and disclosure of your personal information in accordance with our Privacy Policy.

269498359. Miscellaneous / Definitions

- 8.1 Entire agreement:** The Sale Contract and these terms (including any schedule thereto) are the entire agreement between the parties and replace all representations, agreements and other communications made by the Seller and the Buyer.
- 8.2 No assignment:** The Buyer may not assign its rights and/or obligations under this contract without the Seller's prior written consent.
- 8.3 Set-off:** The Seller may set-off, net-off or reduce any monetary obligation owed to the Buyer against any claim the Seller may have against the Buyer on any account whatsoever.
- 8.4 Governing law:** The Sale Contract and these terms shall be governed by, and construed in accordance with, the laws of New Zealand, and the parties hereby submit to the jurisdiction of the courts of New Zealand.
- 8.5 Definitions:**
- Buyer** has the meaning given to that term in the Sale Contract.
- Enforcement Event** means the Buyer defaults in respect of any material term of the Sale Contract or these terms, repudiates the Sale Contract or these terms, any amount payable by the Buyer to the Seller is not paid when due (including by reason of a Force Majeure Event) or the Buyer becomes insolvent, commits an act of bankruptcy, has a receiver appointed over all or any part of the assets of the Buyer, makes or is likely to make an arrangement with its creditors, has a liquidator (provisional or otherwise) appointed or is placed under statutory or official management.
- GST** means goods and services tax chargeable in accordance with the Goods and Services Tax Act 1985.
- Instalment Price** means, in respect of an Instalment, the price of that Instalment, in each case calculated by reference to the relevant volumes and the per metric tonne price set out in the Sale Contract.
- Seller** means Nutrinza Limited.
- 8.6 Sale Contract definitions:** Unless otherwise defined in these terms or if the context otherwise requires, terms defined in the Sale Contract shall have the same meaning or construction in these terms.

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