

Terms of Trade

HOURS OF OPERATION

The hours of operation for the Customer Care teams stated below are New Zealand Time.

Hours 8.30am – 5.00pm Monday to Friday

FREE FAX 0800 48 33 67 (outside Auckland)

FREE PHONE 0800 48 33 66 (outside Auckland)

INTEGRIA HEALTHCARE KEY CONTACT DETAILS

CUSTOMER CARE

(Orders & General Enquiries):

Phone – 0800 483 366

Fax- 0800 483 367

Email orders - ordersnz@integria.com

ACCOUNTS RECEIVABLE

(Payment & Account enquiries):

8:00am - 5:00pm Monday to Friday

Phone – 0800 483 366

Fax – 0800 483 367

Email - arnz@integria.com

CLINICAL & TECHNICAL SUPPORT

Hours – 11.00am – 5.00pm Monday to Friday

Phone – 0800 846 677

Email - techsupport@integria.com

PLACING AN ORDER

Orders can be placed by phone, fax or email.

Once an order has been processed no changes can be made to that order, this includes adding items, removing items, changing quantities, or pricing and amending the address.

Where additional items are needed after an order has been processed, a second order can be processed and is subject to all applicable freight and administration charges.

DELIVERY SERVICE

Customer orders once received will be processed, picked and packed for delivery within 24 hours. Delivery times may vary depending on the volume of customer orders received throughout the month and can also be affected by seasonal periods and public holidays. Orders for refrigerated items will not be dispatched on a Friday.

Customers wishing their parcels left at or near their delivery address without signature must our Customer Care team to update their customer file with an “Authority to Leave” approval. Integria Healthcare is not responsible for any loss, damage or theft resulting from goods being left at or near premises.

A priority delivery service is available on request, at an additional cost and to selected destinations. Any additional costs will be discussed and confirmed by our Customer Care team prior to the order being processed. Requests for priority delivery are conditional and exclude refrigerated items and dangerous goods.

Integria will not be liable for any loss suffered by the Customer arising out of any delay or failure to deliver the Products (or any part of them) or failure to deliver in the requested quantities.

ORDER CUTOFF TIMES

All orders are to be processed before 12.30pm local time for same day shipment.

FREIGHT

Orders in excess of \$250 ex GST will be dispatched freight free, orders under \$250 ex GST will attract a freight and administration charge as below.

\$3.50 ex GST – Auckland

\$5.50 ex GST – Rest North Island

\$6.00 ex GST – South Island

OUT OF STOCK ITEMS

Items out of stock at the time of order are detailed at the end of each order invoice; or advised at the time of order for orders placed over the phone.

There are currently no automatic back-orders.

Orders for returned stock are subject to all normal freight and administration charges.

CREDIT CLAIMS AND RETURN OF GOODS

Requests for credit claims must be made to Integria Healthcare Customer Care within 3 working days following delivery of goods. Credit claims can be made by phone to our Customer Care team on 0800 483 366 or email to ordersnz@integria.com.

- Defective products returned by your customers or which show obvious manufacturing defects will be replaced or credited after authorisation by Integria Healthcare.
- Claims for any damaged, short or incorrectly supplied products should be reported **within three days quoting the invoice number without which a claim cannot be accepted.**

To the extent permitted by law, Integria Healthcare will only accept goods that are:

- In saleable condition with a goods return authorisation number attached
- Returned to the correct Integria Healthcare location
- Packaged securely: not damaged or soiled prior to or during the course of return
- Not marked with store pricing or price tags

All goods returned must be in their original packaging, unopened, unmarked and in their original unbroken shipping units. Integria Healthcare may reject returned goods that do not comply with this condition unless the Integria Healthcare has requested their return or the goods were defective at the time of supply and compliance is not possible.

Credit claims for items being returned will be approved in accordance with the guidelines above on receipt of goods back at our Distribution Centres.

Unwanted or incorrectly ordered items:

Unfortunately, these credit claims cannot be accepted. Where Integria Healthcare agrees to accept the return of unwanted or incorrectly ordered items, the return must be in line with the guidelines stated above, with the return at the cost to the Customer.

STANDARD TERMS

PAYMENT

- Preferred method of payment for cash accounts is by credit card or direct deposit. We accept Visa/Mastercard. We don't accept cheques. For cash accounts, the payment must be cleared before goods are released.

CREDIT ACCOUNT TERMS

- Payment is required in full as per your account terms.
- Customers must pay the account in full on or before the due date. In default of such prompt payment, Integria Healthcare reserves the right to place an order hold on your account until payment is received. You agree to indemnify Integria Healthcare and pay all

costs and expenses on a solicitor/client basis if legal action is necessary, and /or debt collectors' fees, which we may incur in recovering from you any overdue account.

- Orders placed on or after the 24th of the month will, **on request only** and at the time of invoice, be aged as if the order was processed on the 1st of the following month.
- The term "Contract" means these terms of trade themselves together with any and every invoice or other document evidencing or describing, whether by item or kind or otherwise, any Goods. The Contract forms the basis on which we supply and sell Goods to you. Each such supply and sale shall be affected pursuant to the terms of this Contract (unless in any specific case agreed otherwise in writing). Any invoice or other document evidencing or describing any Goods is incorporated into and forms part of the Contract.
- The term "Goods" means all vitamins, supplements, and nutritional products and all other goods or other property which, in each case, are supplied by us to you.
- You grant a security interest to us in each and every part of the Goods as security for payment of that part and of each other part or parts of the Goods and for any other amounts owing by you to us from time to time, and for the performance by you of all your other obligations to us from time to time, ("indebtedness and obligations"). For the purposes of section 36(1)(b) of the Personal Property Securities Act 1999 ("PPSA"), and to ensure maximum benefit and protection for us by virtue of section 36(1)(b)(iii) of the PPSA, you confirm and agree that you intend to and do grant to us, as security for your indebtedness and obligations, a security interest in all of your present and after-acquired property except only for any such property which is or comprises items or kinds of personal property ("excepted property");

(a) in or to which you have rights; and

(b) which has not been supplied by us to you,

other than any excepted property which is or comprises proceeds of any of that present and after-acquired property which has been supplied by us to you.

- You agree to do anything that we reasonably require to ensure that we have a perfected security interest in all the Goods and a purchase money security interest in each part of the Goods to the extent of the purchase price for that part.
- We may allocate amounts received from you in any manner we determine including in any manner required to preserve any purchase money security interest we have in any Goods.
- You agree to reimburse us for all costs and/or expenses incurred or payable by us in relation to registering, maintaining, or releasing any financing statement in respect of any security interest under the Contract.
- You waive the right to receive a copy of the verification statement confirming registration of a financing statement or financing change statement relating to the security interest under the Contract.
- You agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to this Contract, or the security under this Contract, and waive your rights under sections 121, 125, 129, 131 and 132 of the PPSA.
- These terms of trade are paramount, and, to the extent that there is any conflict between any provision of them and any invoice or other document evidencing or describing any Goods, the terms of trade will prevail. Further, if there is any other document or arrangement, which conflicts with the Contract, the Contract shall prevail.

GST - INTEGRIA HEALTHCARE CATALOGUE

Items listed in the Integria Healthcare product catalogue that do not attract GST are indicated with a (#) next to each product description.

PRICES

- Prices charged are as per current ruling price list as published from time to time.
- Prices are subject to change without prior notice. Please check invoices carefully.
- Recommended retail prices for supplements include 15% Goods and Services Tax.

OVERDUE ACCOUNTS

Integria Healthcare reserves the right to recover any additional costs incurred in relation to the collection of any overdue debt. Integria Healthcare reserves the right to use a third party collection agency and legal representative.

Notwithstanding Integria Healthcare's legal rights, where an amount is and remains outstanding, Integria Healthcare may do any one or more of the following for the period during which the said amount remains outstanding:

- (a) refuse to supply any Goods, including Goods that have been sold to the Customer but not yet delivered.
- (b) supply Goods only after full payment is made; and
- (c) impose any other terms on the supply of Goods that Integria Healthcare considers reasonable in all the circumstances provided notice is given to the account holder.

If an Insolvency Event occurs in relation to the Customer any other event occurs which gives Integria Healthcare reasonable grounds for doubting the credit of the Customer, Integria Healthcare may by notice to the Customer, at its option and without prejudice to any other right it may have, suspend or terminate a contract or require payment before or on delivery of the Goods (notwithstanding the terms of payment applicable to the Goods), or cancel any undelivered or uncompleted Goods under a contract, and may retain any monies paid by the Customer in relation to the contract and apply such monies against any loss or damage incurred by it in relation to the default by the Customer.

Insolvency Event means circumstances in which the Customer is unable to pay its debts as they fall due or otherwise takes any corporate action or any steps are taken or legal proceedings are started for: (a) its winding-up, dissolution, liquidation, or re-organisation, other than to reconstruct or amalgamate while solvent on terms approved by Integria Healthcare; (b) the appointment of a controller, receiver, administrator, official manager, trustee or similar officer of it or of any of its revenues and assets; or (c) seeks protection or is granted protection from its creditors, under any applicable legislation.

NEW & EXISTING CUSTOMERS

NEW ACCOUNTS

New accounts without a credit history are normally opened on a cash sale basis.

Credit accounts are not automatically granted, and new accounts are required to establish a satisfactory trading history with the company beforehand. The granting of credit terms is at the sole discretion of Integria Healthcare.

Where a Customer expects to purchase less than \$2,000 of goods per annum, Integria Healthcare reserves the right to require payment prior to goods being dispatched.

Integria Healthcare reserves the right to change payment terms with 30 days' notice to the Customer. With consistent late payments, Integria Healthcare reserves the right to change the payment terms to Immediate with written notice.

USE AND RESALE OF GOODS

Goods purchased in New Zealand may only be used or resold in New Zealand. Where the Customer supplies Goods to any other person in the course of trading, the Customer must not give or make any undertaking, assertion or representation in relation to the Goods without Integria Healthcare's prior written approval. In any event, the Customer must not make any representations or advertise the Goods in any way contrary to any laws including any health and safety regulations and therapeutic goods requirements. Goods may not be distributed for export or sale outside of New Zealand for resale through any online marketplaces, including eBay, Amazon etc. Selling Goods offshore or on these marketplaces breaches our distribution policy and is not allowed under any circumstance. Goods cannot be modified in any way for resale or distribution. The Customer agrees not to sell Goods from any location, other than the location specified in the Account Application or any other location to which Integria Healthcare consents in writing.

PRACTITIONER ONLY

Integria Healthcare distributes many products designated as "Practitioner Only". These products may only be purchased by persons qualified to dispense complementary medicines. Retail outlets must have a qualified health practitioner on staff to dispense these products. Practitioner Only products may not be displayed on open sale in-store; they must be kept in a restricted access location, such as a dispensary or behind a sales counter.

LIMITATION OF LIABILITY

Any provision of these Terms that excludes any terms, conditions or warranties, or limits the liability of a party will apply only to the extent permitted by law and these Terms will be construed subject to such terms, conditions, warranties and limitations.

Subject to above paragraph, where any terms, conditions or warranties are implied by law into these Terms which the law expressly provides may not be excluded, restricted or modified, or may be excluded, restricted or modified only to a limited extent, the liability of Integria Healthcare to the Customer under such implied terms, conditions or warranties is limited, at the option of Integria Healthcare, to the repair or replacement of Goods, or payment of the cost of repairing or replacing the Goods.

Except as expressly provided in these Terms, to the extent permitted by law, Integria Healthcare will have no liability to the Customer, however arising and under any

cause of action or theory of liability, in respect of special, indirect or consequential damages, loss of profit (whether direct or indirect) or loss of business opportunity.

FORCE MAJEURE

Force Majeure means any circumstance beyond the reasonable control of a party which results in a party being unable to observe or perform on time an obligation under these Terms.

Neither party will be liable for any delay or failure to perform its obligations under these Terms (other than payment obligations) if such delay is due to Force Majeure.

if a delay of a party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that party's obligations will be suspended.

PRIVACY

Integria Healthcare has a published Privacy Policy which is incorporated into these Terms by reference and can be viewed at <https://www.integria.com/legals/privacy-policy/>. If you have an enquiry or a complaint about your privacy, please contact Integria's Privacy Contact Officer on +64 2 9934 6683 or via e-mail at privacy@integria.com. Integria Healthcare's collection and use of your personal information may for purposes including:

- (a) to process and administer your dealings as a Customer, including assessing your credit worthiness;
- (b) to provide you with the Goods and services you have requested and assisting you with further relevant information including Product related information; and
- (c) to administer the transactions contemplated by the Terms.

Integria Healthcare will generally:

- (a) use personal Information provided to it for the purposes relating to the terms of this agreement;
- (b) use personal information collected by it in accordance with its Privacy Policy and the Australian Privacy Act 1988 (Cth) and New Zealand Privacy Act 2020 (the "Privacy Acts"); and
- (c) not sell, trade, give or pass on to any third party any personal information unless such a disclosure is contemplated by and directly related to the purpose outlined by the terms of this Agreement, or the Customer consents to such a disclosure or such disclosure is required to do so by law.

The Customer therefore authorises Integria Healthcare to disclose the Customer's personal information to third party contractors and service providers that assist Integria Healthcare operate its business and assist Integria Healthcare fulfil the terms of this agreement such as contractors and service providers involved in services including but not limited to the processing of orders, order fulfilment and the collection of outstanding debts.

By entering into this agreement, the Customer:

(a) acknowledges that it has read Integria Healthcare's Privacy Policy and consents to the terms thereof; and

(b) acknowledges that Integria Healthcare is a multi site organisation and some of the activities necessary to fulfil the terms of this agreement may be conducted by Integria Healthcare entities located outside of New Zealand and as such Customer consents to the overseas transfer of its Personal Information, its employees, consultants and agents provided by the Customer to Integria Healthcare.

The Customer warrants that it shall comply with the provisions of the Privacy Acts and shall not (as far as practicable) knowingly do anything or permit anything to be done which might lead to a breach of any such legislation.

This document was last updated on **15 March 2021**.