

## CONDITIONS OF THE SALE AND SUPPLY OF GOODS AND SERVICES

All products, goods, and services (hereinafter called "the goods") purchased from Cambridge Veterinary Services (1980) Ltd (hereinafter called CVS) are supplied subject to the following conditions. Previous dealings between CVS and any other customer or buyer (hereafter called "the Buyer") shall not vary or replace these terms or be deemed in any circumstances to do so. Acceptance of the goods by the Buyer shall be conclusive evidence before any court of law or arbitrator that these terms apply,

### PAYMENT

- a) Payment shall be made without deduction by the 20th of the month following the date of delivery of the goods (or any of the goods) unless agreed otherwise in writing.
- b) Should payment in full not be paid to CVS within 10 days of the due date then as from such tenth day;
  - (i) CVS shall be entitled at its discretion to charge the Buyer interest on the outstanding moneys at the rate of no less than 5% above Westpac Bank base lending rate at the commencement of each 30 day period. Any moneys outstanding shall accrue interest on a monthly basis and shall accrue after as well as before Judgement.
  - (ii) The buyer shall also be liable to pay all reasonable costs charges and legal expenses of CVS in relation to obtaining or seeking to obtain remedy of default in payment by the Buyer.

### PROPERTY

Title to and property in the goods (whether or not any of the goods have been paid for by the Buyer) shall not pass to the Buyer until the Buyer has paid CVS the total of all money that is owing to CVS by the Buyer whether under this agreement or any other contract of sale or supply.

### ASSIGNMENT

CVS shall be entitled at any time to assign to any person all or any part of any debt owing to CVS by the Buyer owing from the sale of goods to the Buyer. Notwithstanding any rule of common law or equity to the contrary or the appointment of a liquidator or receiver of the Buyer the assignee shall be entitled to claim full rights of set off or counterclaim against the Buyer or its successors in respect of the debt or any part thereof assigned.

### HORSE TREATMENT

The New Zealand Food Safety Authority has listed a number of commonly used pharmaceuticals as prohibited from use at any time in horses intended for human consumption. This list includes but is not limited to Nitrofurazone, Chloramphenical, Di-ethyl-stilbestrol, Nardrolone and Phenybutazone. Because of the possibility of residues as defined by the European Union, no horse treated by CVS should be used for human consumption.

### GENERAL

All goods sold by CVS are sold subject to the preceding terms and conditions. No variation or modification or substitution of these terms and conditions shall be binding on CVS unless specifically accepted by CVS in writing.

## Direct Credit Option

Acc No - 03 0303 0062380 00 Westpac, Cambridge

Acc Name - Cambridge Veterinary Services (1980) Ltd

To ensure accurate crediting to your account please use your ACCOUNT NUMBER and ACCOUNT NAME as payee reference.

## Credit Card Payment

Card No:

Card Type: Visa  Mastercard

Exp Date: \_\_\_\_\_ / \_\_\_\_\_

Name on Card: \_\_\_\_\_ Signature \_\_\_\_\_