



APPLICATION FOR CREDIT ACCOUNT

I/we apply for a credit account **and submit** the following, confidentially, for this purpose.

Trading Name: _____

Postal Address: _____

Delivery Address: _____

Special Delivery Instructions: _____

Phone: _____ Fax: _____

Email: _____

Website: _____

Yes I would like to receive **by email**: Invoices & Statements Special Offers from AHD Ltd*

*Your information will not be supplied to any other companies

Contacts:

Responsible Director / Principal / Officer: _____

Accounts Payable Officer: _____ email _____

Name and address for each partner or director:

a) Name: _____

Address: _____

b) Name: _____

Address: _____

References:

Bank: _____ Branch: _____

Trade references:

a) _____ Phone: _____

_____ Fax: _____

b) _____ Phone: _____

_____ Fax: _____

c) _____ Phone: _____

_____ Fax: _____

Terms of payment:

a) Unless otherwise specified on our invoices terms of payment are strictly 20th of the month following invoice date

b) Failure to adhere to this arrangement could result in orders being delayed or supplied on a COD basis.

Signature(s) of Applicant(s):

Date: _____

Date: _____

Please sign both sections and return to AHD LTD, PO BOX 8015 HAVELOCK NORTH, 4157

ANIMAL HEALTH DIRECT LIMITED (Referred to as AHD Ltd)

TRADE TERMS EFFECTIVE 13/10/2004



1. GENERAL

In these terms AHD Ltd means Animal Health Direct Limited and Goods mean Goods supplied or to be supplied from time to time on these trading terms.

2. ORDERS

2.1 All orders are subject to acceptance by AHD Ltd. Any order accepted by AHD Ltd from 13th October 2004 will be on these terms only. These terms are paramount and take precedence over any terms which may be offered by the Customer or any previous terms of AHD Ltd.

2.2 AHD Ltd may, before AHD Ltd accepts an order from the Customer require the Customer to procure a guarantee from a director or shareholder of the Customer or any other person on such terms as AHD Ltd may reasonably require.

3. ORDER CANCELLATION

Cancellation of an order (or any part of an order) by the Customer will only be accepted if AHD Ltd has received written notice of cancellation at least one full calendar month prior to the agreed delivery date.

4. PRICES

4.1 The price of the Goods will be the price AHD Ltd's price list current at the date of the Customer's order or as otherwise agreed in writing.

4.2 The price of the Goods excludes Goods and Services Tax (GST) which will be payable in addition to the price.

5. PAYMENT

5.1 The price of the Goods plus GST must be paid in cleared funds, no later than the 20th of the month following the date of the invoice for the Goods.

5.2 The Customer may not deduct or withhold any amount (whether by way of set-off, counterclaim or otherwise) from any money owing to AHD Ltd.

5.3 If full payment for the Goods is not made to AHD Ltd by the due date for payment, AHD Ltd may, at AHD Ltd's discretion (and without affecting any other rights AHD Ltd may have), require the Customer to pay on demand, default interest on any amount outstanding at the rate equivalent to the prevailing cost of funds to AHD Ltd plus 3.0% including GST.

Default interest will accrue on a daily basis from the date when payment is due until the date when payment is actually made. The Customer will also be liable to pay all expenses and cost (including legal costs as between solicitor and client) in connection with AHD Ltd recovering or attempting to recover any overdue amount.

6. DELIVERY

6.1 AHD Ltd will arrange the delivery of the Goods to the Customer.

6.2 The price of the Goods does not include the costs of delivery of the Goods to the Customer by the usual methods of delivery used by AHD Ltd. AHD Ltd may, at the Customer's request, agree to delivery by other methods but will be entitled to charge the Customer for any addition cost AHD Ltd incur.

6.3 AHD Ltd will in no event be liable for any late or non-delivery.

6.4 Delivery will be made or deemed to have been made when the Goods are delivered into the control of any carrier or to the Customer on collection.

6.5 All claims for Goods damaged in transit should be made on the carrier.

7. RISK AND OWNERSHIP

7.1 The Goods will be at the Customer's risk immediately on delivery. The Customer will insure the Goods at full replacement value until legal and beneficial ownership of them has passed to the Customer. If the Goods are damaged or destroyed before legal and beneficial ownership of them has passed to the Customer, the Customer will hold the proceeds of such insurance in a separate fund and on trust for AHD Ltd.

7.2 Legal and beneficial ownership of the Goods which remain unsold by the Customer, will remain with AHD Ltd until payment in full is made for the price of those Goods.

7.3 Until legal and beneficial ownership of the Goods has passed to the Customer, or the Goods have been sold or otherwise disposed of, the Customer will store the Goods separately from other Goods.

7.4 If the Goods have been sold or otherwise disposed of, then the Customer will be accountable to AHD Ltd for payment of the purchase price of those goods sold and will hold an equivalent amount from the sale proceeds in a separate fund, on trust for AHD Ltd.

7.5 Notwithstanding clauses 7.2 and 7.4, the Customer acknowledges that:

(a) These terms create and/or provide for an interest or interests in favour of AHD Ltd in goods supplied to the Customer by AHD Ltd which may be able to be registered

under the Personal Properties Securities Act 1999 ("PPSA") once the PPSA comes into force.

(b) The Customer undertakes to do such acts and provide such information as in AHD Ltd's opinion may be necessary or desirable to enable AHD Ltd to perfect the interests created or provided for by these terms once the PPSA comes into force, as a first priority interests or with such other priority interest as AHD Ltd agrees in writing. The Customer shall act immediately when requested by AHD Ltd and at the Customer's own cost.

(c) To the fullest extent permitted by law, the Customer waives any rights it may have now or in the future to receive a copy of any verification statement or other confirmation related to the interests created or provided for by, or perfected in the manner contemplated by these terms.

8. DISCOUNTS

The Customer is not entitled to any discount offered by AHD Ltd in relation to the Goods if (a) the Customer has not paid the price of the Goods (plus GST) by the due date for payment: and (b) any other amount owing by the Customer to AHD Ltd is overdue.

9. AUTHORISED RETURNS

9.1 If AHD Ltd delivers the incorrect Goods or Goods in excess of the quantity ordered by the Customer, the Customer may return the wrong Goods or the Goods in excess of quantity ordered to AHD Ltd at AHD Ltd's cost, if such Goods are returned within 7 days of delivery by a carrier nominated by AHD Ltd.

9.2 Any Goods (other than the Goods to which clause 9.1 applies) may be returned if AHD Ltd:

(a) AHD Ltd in its absolute discretion agrees that the Goods may be returned: and

(b) the condition of the Goods has not deteriorated. A minimum handling charge of 5% will be charged on returns not caused by the error/omission of AHD Ltd.

10. CONSUMER GUARANTEES ACT AND LIABILITY

10.1 If the Customer acquires the Goods for business purposes, the Consumer Guarantees act 1993 (for the purposes of clauses 10.1 and 10.2 "the Act") will **not** apply.

10.2 If the Customer is a consumer under the Act, to the extent that the Customer's rights under the Act have not been excluded under clause 10.1, nothing in these terms will affect the rights of the Customer under Act.

10.3 Subject to clause 10.2:

(a) The Customer relies upon its own knowledge, skill and judgement in relation to the particular use of suitability of the Goods for the Customer's purpose.

(b) all warranties, description, representation or conditions whether implied by the Sale of Goods Act 1908 or otherwise or contained in any document not furnished by AHD Ltd are expressly excluded to the fullest extent permitted by the law.

(c) AHD Ltd will accept no liability for any damages or losses arising from a consequence of any act default or negligence on the part of AHD Ltd or of an employee, agent or contractor of AHD Ltd.

(d) Insofar as AHD Ltd may be liable, notwithstanding clause 10.3 (b) for any loss, damage injury arising directly or indirectly from any defect in the Goods, total liability of AHD Ltd, whether in tort, contract or otherwise, will be limited to the lesser of the price of the Goods complained of, the cost of repairing or replacing the Goods and the actual loss or damages suffered by the Customer.

(e) AHD Ltd will not be liable in any event for any consequential, indirect of damage, loss or injury of any kind suffered by the Customer.

11. ACCOUNT SUSPENSION AND CLOSURE

11.1 Without prejudice to any other rights that AHD Ltd may have, AHD Ltd may suspend a Customer's account if payment for the Goods is not made on the due date. An account suspension may cause all unfulfilled orders from the Customer to be cancelled.

11.2 AHD Ltd may close a Customer's account at any time for any reason whatsoever, including without limitation, where

(a) trade with AHD Ltd is below \$100 in any month:

(b) any of these terms is not observed, or

(c) the Customer has no more than three previous occasions in any 12 month period, failed to make payments required in accordance with these trading terms, notwithstanding that the most recent invoice was paid on the due date and AHD Ltd shall not be liable to the Customer for any loss or damage which may result directly or indirectly from the closure of such account.

These trade terms have been read and understood by the Customer who agrees to be bound by them in relation to goods presently acquired and after-acquired from AHD Ltd. In particular the Customer acknowledges that AHD Ltd takes a security interest in all such present and after-acquired goods.

Date _____

Customer Name _____

Signature _____

Name of Signatory _____