



Prior to the establishment of a Credit Account, appropriate credit checks will be undertaken, and a Credit Account will be opened or declined accordingly.

## Terms & Conditions of Sale

### 1. DEFINITIONS

"Seller" means Dalton International Limited trading as pH7.

"Buyer" means the entity purchasing goods from the Seller.

"Goods" means all goods supplied by the Seller.

"PPSA" means the Personal Property Securities Act 1999.

"Default" has the meaning set out in clause 8.

### 2. APPLICATION OF TERMS

These Terms apply to all goods supplied by the Seller unless otherwise agreed in writing. Any terms proposed by the Buyer are expressly excluded.

### 3. MINIMUM ORDER VALUE

Orders under \$100 (excluding GST and freight) may incur a \$10 administration fee.

### 4. PRICING

Prices may change without notice. However, except where changes arise from sudden supplier increases, exchange rate movements, or other factors beyond the Seller's control, the Seller will endeavor to provide advance notice of pricing changes. Prices applicable are those ruling at the date of delivery or collection.

### 5. PAYMENT TERMS

- 5.1. Payment terms are 20 days from end of month unless otherwise agreed in writing.
- 5.2. The Seller may vary, suspend, or withdraw credit at any time.
- 5.3. The Seller may require payment in advance or COD.
- 5.4. The Seller may apply any payment received from the Buyer to such outstanding invoices as the Seller sees fit.
- 5.5. Interest on overdue amounts accrues at 2% per month, calculated daily.
- 5.6. The Buyer must pay all costs incurred by the Seller in recovering overdue amounts, including legal and debt collection costs.

### 6. DELIVERY & RISK

Risk passes to the Buyer on delivery. Delivery times are estimates only. The Seller is not liable for delays beyond its reasonable control.

### 7. RETURNS & CLAIMS

- 7.1. Claims for defective or incorrect goods must be made in writing within 5 business days of delivery.
- 7.2. Goods are deemed accepted if no claim is made within this period.
- 7.3. No returns accepted without an authorised RGA.
- 7.4. Special-order or non-stock items are not returnable unless defective.
- 7.5. Incorrectly ordered goods may be subject to a 20% restocking fee.

### 8. DEFAULT

The Buyer is in Default if it:

- (a) Fails to pay by the due date;
- (b) Commits any breach of these Terms;
- (c) Becomes insolvent or enters any form of administration.
- (d) Provides misleading or false information in connection with its credit application or account.

### 9. SUSPENSION & CANCELLATION

On Default, the Seller may suspend supply, cancel orders, or terminate credit facilities without notice.

### 10. RETENTION OF TITLE

Ownership of Goods remains with the Seller until all monies owing by the Buyer are paid in full. The Buyer holds the Goods as bailee and must keep them identifiable.

### 11. PPSA SECURITY INTEREST

The Buyer grants the Seller a security interest in the Goods and proceeds. The Seller may register this interest on the PPSR. The Buyer waives rights under sections 114, 116, 120(2), 121, and 125 of the PPSA. The Buyer agrees to promptly do anything reasonably required by the Seller to ensure the Seller's security interest is a first-ranking security interest.

### 12. WARRANTIES & LIABILITY

Goods are supplied for business purposes. The Consumer Guarantees Act does not apply. The Seller's liability is limited to repair, replacement, or credit at its option. Consequential loss is excluded.

### 13. FORCE MAJEURE

The Seller is not liable for failure to perform due to events beyond its reasonable control.

### 14. GOVERNING LAW

These Terms are governed by New Zealand law and subject to the exclusive jurisdiction of New Zealand courts.

### 15. GENERAL

- 15.1. Failure to enforce any right is not a waiver. If any clause is invalid, the remainder remains effective. The Seller may assign its rights.
- 15.2. The Buyer must pay all amounts owing to the Seller in full and without set-off, deduction, counterclaim, or withholding of any kind. The Buyer may not withhold payment of any amount due to the Seller by reason of any dispute, claim, or alleged defect in the Goods.
- 15.3. These Terms constitute the entire agreement between the parties relating to the supply of Goods and supersede all prior agreements, representations, or understandings, whether written or oral. No variation or waiver is effective unless agreed in writing by the Seller.

### 16. VARIATION OF TERMS

The Seller may vary these Terms at any time by giving written notice to the Buyer, including by email or by publication on the Seller's website.

Any variation will apply to all contracts entered into after the effective date specified in the notice (being no less than 30 days from the date of notice unless otherwise stated).

The Buyer's continued ordering of Goods or acceptance of delivery after the effective date of the variation constitutes acceptance of the varied Terms.

### 17. MARKETING & COMMUNICATIONS

The Buyer acknowledges that, in the course of supplying goods and services, the Seller may collect and use the Buyer's contact details for the purposes of account administration, service communications, and marketing communications relating to the Seller's goods, services, promotions, product updates, regulatory information, and industry insights.

The Buyer acknowledges and agrees to receive such communications by electronic means including email, SMS, and other digital channels, and by non-electronic means including telephone and in-person contact, to the extent permitted by law.

The Buyer may opt out of receiving marketing communications at any time by using the unsubscribe facility provided or by contacting the Seller. Opting out of marketing communications does not affect the Seller's ability to send transactional, service, or account-related communication.