

Geistlich Pharma New Zealand Limited SALES TERMS AND GENERAL INFORMATION

Orders:

Orders for products by Geistlich Pharma New Zealand Limited NZBN 9429041393789 (**Geistlich**) may be placed by:

1. Free call 0800 500 043 to our Customer Care Department between 9:00am – 5:00pm. Please quote your customer number or business name and address.
2. Sign up and order online via our e-Shop at: <https://shop.geistlich.com.au/nz/>
3. Email your purchase order to info@geistlich.co.nz and please include your name, business name, department (if applicable) and telephone number (including extension) so that we may verify your order, if necessary.
4. Fax completed order forms to our Customer Care Department at 0800 500 044.
Please use a cover sheet providing us with your name, business name, department (if applicable), telephone number (including extension) and fax numbers so that we may verify your order, if necessary.

All prices are subject to change without notice. To avoid doubt, changes to prices does not retrospectively affect orders that have already been placed and accepted.

By placing an order with Geistlich, you agree to our policies and procedures, as updated from time to time at www.geistlich.co.nz. All orders are subject to acceptance by Geistlich which acceptance shall only be by written notice (including without limitation, the issue of this invoice) or performance. Geistlich gives no guarantee that it will have the necessary stock on hand to fulfill all orders. Where the necessary stock is not on hand, Geistlich will fulfill the order once it has the necessary stock available. Geistlich reserves the right to:

1. maintain a credit limit on all accounts;
2. not accept an order if it would result in an applicable credit limit being exceeded;
3. or where credit is not offered, not ship an order until payment has been received; and
4. not ship an order where an invoice remains unpaid after its due date until payment (including interest) has been made and the account is in good standing.

Product Expiry

All products will have at least 12 months expiry at the time of despatch. For any shorter expiry products, our Customer Care team will check that you are happy to accept the shorter expiry, and this will be confirmed in the order notes. No returns will be accepted thereafter for any such products.

Shipping Terms

Orders received before 2.30pm on a business day will generally be dispatched same day for first class delivery to metropolitan areas by 5pm the following business day. Orders received on a day that is not a business day will be processed on the next business day and delivered accordingly. For orders valued at less than \$350 (incl. GST) to North Island and less than \$450 (incl. GST) to South Island, a domestic freight charge of \$19.50 (excl. GST) will be applicable.

Payment Terms:

1. Invoices are payable by electronic funds transfer within 30 days of invoice to the following account:
Account Name: Geistlich PharmaNew Zealand Bank: ANZ Banking Group
BSB: 06-0225 Account No.: 0397715-00 SWIFT Code: ANZBNZ22
2. Credit card payments (VISA, Mastercard & AMEX only) attract a surcharge of 1.95%
3. Late (more than 30 days) payments attract interest at a rate of 18% per annum (accrued daily). Any accrued interest is payable at the same time as full payment of the invoice is made.
4. Notwithstanding any other provision whenever Geistlich, in its sole judgment, has any doubts as to the buyers credit or ability to make payment. Geistlich reserves the right to require payment by credit card or in advance of shipment.

Returns Policy:

Subject to the warranty provisions below, due to the nature of our products we are unable to accept any returns unless you received a product in error from us and notify us within 72 hours of receiving the product from us.

Force Majeure:

Geistlich will not be liable for any failure to perform on a contract or to supply any product due to strikes, fires, explosions, flood, riot, lock out, injunction, acts of God, interruption in transportation, unavoidable accidents, equipment down time inability to obtain supplies, finished product and/or raw materials, product recalls or regulatory problems, or other causes beyond our control.

Limited Warranty:

Geistlich warrants its products to be free from defects in manufacture and from any other defects as of the time of shipment through to the expiration date shown on the product and/or package, provided that the product is used in accordance with the package inserts and as directed by licensed healthcare practitioners. To the fullest extent permitted by law, all other warranties, either expressed or implied, including, but not limited to, implied warranties of merchant ability and fitness for a particular use, are expressly disclaimed.

Limitation of Liability:

Geistlich's liability in connection with the limited warranties set out above, or any implied warranty that cannot be excluded by law, is limited to, at Geistlich's election (i) the resupply of the good; or the cost of having the good resupplied. Without limiting the foregoing, to the fullest extent permitted by law, Geistlich excludes any and all liability for any loss or damage suffered by you (including consequential or indirect loss) as a result of, or in connection with the supply of Geistlich products in connection with this invoice.

Damages in Transit:

If shipments arrive in broken or damaged condition you must request that the transportation company's agent note "damaged" or "broken" on the freight bill. The damaged material must remain in the original carton for inspection. To receive credit, our Returns Department (0800 500 043) must be notified within three days of delivery of the damaged product. Replacement or credit for defective or damaged goods shall be the only remedy available.

Terms Prevail

Unless expressly stated otherwise, these terms supersede any and all prior or contemporaneous agreements or understandings relating to the subject matter.

Governing Law:

These terms are subject to the applicable Laws in New Zealand.