



## TERMS OF TRADE

The following terms and conditions apply for services rendered by Whangarei District Council (Council) Laboratory (WDC Laboratory) unless otherwise arranged by the customer.

**Note:** 'work' refers to any sample collection, analyses, services or products supplied by WDC Laboratory.

### 1. GENERAL

- The customer authorises WDC Laboratory to perform the work specified at time of work request, sample delivery or collection
- The customer agrees to pay for all work performed on receipt of an invoice from Council
- An invoice detailing the charges for the work undertaken will be forwarded by Council following the results report forwarded by WDC Laboratory
- A monthly statement will be issued by Council detailing all financial transactions in that month, showing any amount due for payment
- Payment is to be made in NZ\$ for the amount as shown on the invoice
- Council reserves the right to charge the customer for any bank charges associated with processing their payment (foreign exchange charges, dishonoured cheques etc)

### 2. CASUAL CUSTOMERS

- Payment to Council is due within 7 days of date of invoice.

### 3. CUSTOMERS WITH CREDIT APPROVED

- Full payment to Council is due by the 20th of the month following the date of invoice
- Payment is due immediately and Council may take immediate action to recover such debt in the event of the following occurring:
- The customer is in default under any agreement with Council
- The customer commits an act of insolvency or bankruptcy.

### 4. NEW CUSTOMERS

- Council reserves the right to require payment to be made in advance for any work to be done and/or require the customer to fill in a credit application form prior to any information being released.

### 5. REQUESTS TO INVOICE ANOTHER CUSTOMER/ENTITY

Council will:

- Not release results until both customer and third party have signed an approval form for re-invoicing to occur
- Charge a \$25 re-invoicing fee to the customer.

### 6. OVERDUE ACCOUNTS

If an account is overdue, Council reserves the right to:

- Withhold results until payment is received
- Charge interest on overdue accounts at the rate of 2% per month from the due date until payment is received
- Recover from the customer any debt collection charges including commission for Debt Collection Agencies.

### 7. POOR ACCOUNT HISTORY

Should a customer develop a history of poor account payment, Council reserves the right to:

- Require payment prior to release of results
- Refuse to undertake any further work without pre-payment
- Withdraw any special discounts or arrangements that may have been negotiated.

### 8. DELIVERY

- If WDC Laboratory is unable to deliver the results or perform a service because of any cause beyond its control (including any force majeure event), it may suspend delivery or cancel the customer's work without incurring any liability for loss or damage suffered by the customer.
- Delivery of results shall be deemed to be made to the customer when the results are first dispatched from WDC Laboratory in Whangarei, New Zealand for collection by the customer or the customer's agent. All carriers, including couriers, are deemed to be agents of the customer.

### 9. WARRANTIES AND CONDITIONS

- If WDC Laboratory shall be under any liability whatsoever to the customer then, whether such liability be in contract, tort (including negligence and personal injury) or otherwise and notwithstanding any relief or remedy to which the customer may be entitled to under the Contractual Remedies Act 1979 or at law or in equity, such liability shall be limited to the price at which the good or services are supplied to the customer. Under no circumstance will WDC Laboratory be liable for any financial or economic loss or any indirect or consequential loss of any kind whatsoever.

### 10. PRIVACY

- The customer agrees that WDC Laboratory may obtain information about the customer from any person (including any Credit or Debt Collection Agency) for any purpose being in the course of Laboratory business, including credit assessment and debt collecting and the customer consent to any person providing Laboratory with such information
- The customer agrees that Laboratory may use for lawful purposes any information it has about the customer relating to the customer's creditworthiness for lawful purposes.

### 11. JURISDICTION

- In the event of a dispute arising between Laboratory and the customer, such dispute shall be governed by New Zealand Law and the place of any hearing shall be Whangarei, New Zealand.

**Please note:** The terms of trade in this note are a subset of Whangarei District Council full Terms and Conditions. These are available on request.