

Leader General Terms of Use

1. General

1.1 These Terms of Use contain the terms and conditions that apply to use of the Leader Products Pty Ltd (**Leader**) website www.leaderproducts.com.au and the product ordering platform accessed via same (**Site**) by users based in New Zealand.

The Site offers facilities for the purchase by retail customers (**Customers**) of livestock identification and livestock husbandry, and associated products (**Goods**) via Leader, as well as resellers (**Resellers**) and wholesalers (**Wholesalers**) of such products.

The availability of the Site and the facilitation of purchases of Goods via the Site is referred to as the **Services**.

1.2 These Terms of Use apply to the use by all users of the Site and Services, and purchase of the Goods (including Customers, Wholesalers or Resellers) and are to be read in conjunction with the other terms and conditions available at https://leaderproducts.com/en_NZ/terms-and-conditions-wholesaler/ and https://leaderproducts.com/en_NZ/terms-and-conditions-reseller/ applicable to each of the Customers, Resellers and Wholesalers (collectively, the **Terms and Conditions**).

1.3 Leader reserves the right to make changes to these Terms of Use from time to time.

1.4 By accessing and using the Site or any content or Services provided by Leader on or via the Site, or purchasing the Goods, you acknowledge that you have read, and agree to be bound by, the most current version of the Terms and Conditions, as applicable to the capacity in which you use the Site.

1.5 You must not use the Site if you:

- (a) are not an actual or prospective Customer, Reseller or Wholesaler;
- (b) are not the owner or approved user of the account through which you are accessing the Site;
- (c) do not accept these Terms and Conditions (or any update to them); or
- (d) are not at least 18 years of age.

2. Licence

2.1 As long as you comply with the Terms and Conditions, Leader grants you a non-exclusive, non-transferable, limited right to use the Site and the Services.

2.2 You must not add, post or upload any information, material or other content (**Content**) to the Site, or procure Services in respect of such Content:

- (a) unless you hold all necessary rights, licences and consents to do so; or
- (b) that is misleading or deceptive in nature, constitutes unlawful activity, or infringes the intellectual property or other rights of any person.

2.3 The Site contains links to other websites and content created by people other than Leader, and (depending on your use of the Site) may rely on data from third party databases. Leader does not endorse, sponsor, approve or accept any responsibility or liability for the content available on any linked website, or the accuracy of any third party database.

3. Your Account

3.1 To complete the registration of your account on the Site, you must provide accurate and up-to-date information pertaining to your full name, company and business identifier (if applicable), email address, phone number, bank details and credit information (where applicable).

3.2 In order to facilitate the creation of your account, Leader may conduct a credit check based on the information you have provided when applying for an account to access and use the Site. You expressly agree to Leader procuring this credit check.

3.3 You agree that you are responsible for maintaining the confidentiality of your account credentials, as well as for all activities that occur via your account. As such, you agree to protect your account from unauthorised access or use.

4. Fees

4.1 Where you use the Site to procure Goods and/or Services, you agree to pay the fees applicable to any order you submit via the Site (**Fees**) via the payment method you nominate in that transaction.

4.2 You understand that, given the nature of the Goods and Services you may procure via the Site, refunds or returns are not available on Goods for change of mind or where you have made an error or mistake in completing and finalising your order for Goods.

4.3 To the extent applicable, you agree to comply with any third party payment gateway provider

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terms and conditions in connection with your procurement of Goods and/or Services.

- 4.4 To the extent that payment for any transaction completed by you on the Site is deferred to a later date, you must ensure that sufficient funds are available to debit the Fees from your elected payment method at the time of completing the order or transaction.
- 4.5 If you fail to make any payment of the Fees due, Leader may (without limitation to its other rights and remedies at law) do one or more of the following:
- (a) charge interest on the amount owing at 2 percent per month;
 - (b) restrict or suspend the Services as Leader sees fit; or
 - (c) terminate your account on the Site and prohibit you from creating future accounts.
- 4.6 Leader may amend any fees or amounts payable for the Goods and/or Services from time to time, which shall be deemed to take effect when Leader publishes amended fees on the Site.

5. Affiliate codes

- 5.1 The Site allows for Resellers and Wholesalers to generate affiliate codes (also known as referral codes) for use by Customers to earn commission on referral sales made via the Site.
- 5.2 Customers acknowledge and agree that the generation, issuance and management of affiliate codes for use on the Site is the responsibility of the relevant Reseller or Wholesaler and Leader excludes all liability in respect of same.

6. Delivery

- 6.1 Unless otherwise stated, all Goods will be delivered to the address nominated by you when submitting the relevant order via the Site, in accordance with the Wholesaler's shipping policy as made available.
- 6.2 Customers are prohibited from reselling or on-selling Goods purchased via the Site.
- 6.3 Property in, and title to, the Goods passes to the Customer or Reseller (as the case may be) on the later of full payment for the Goods in accordance with clause 4, or proper dispatch of the Goods in accordance with clause 6.1, regardless of whether the Goods are on-sold.

- 6.4 Where the Goods have been on-sold prior to title passing to the you in accordance with clause 6.3, you will be taken to hold the proceeds of sale of such Goods in trust for the supplier of the Goods (being Leader or the Wholesaler, as the case may be) and to account to the supplier of the Goods for these proceeds.
- 6.5 As a purchaser of the Goods, you acknowledge and agree that, until title to the Goods passes to you pursuant to clause 6.3, you are in possession of the Goods solely as bailee, and until that time:
- (a) you must not encumber or otherwise charge the Goods; and
 - (b) you are fully responsible for any loss or damage to the Goods whatsoever and howsoever caused following delivery of the Goods to you.
- 6.6 Risk of damage to, or loss of, Goods passes to the purchaser of the Goods on proper dispatch of the Goods.

7. Intellectual Property Rights

- 7.1 You acknowledge that Leader and its licensors owns all legal rights, title and interest in and to the Site, the content contained at the Site and the Services, and nothing in these Terms of Use constitutes a transfer or assignment of any intellectual property rights by Leader.
- 7.2 You must not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble, scrape, or interface (without permission of Leader), or otherwise attempt to derive source code or data from any component of the Site or Services, or documentation or create or attempt to create a substitute or similar service or product through use of or access to the Site or the Services.
- 7.3 You must not use, register or attempt to register any trade marks or domain names that are derived from, substantially identical or deceptively similar to those of Leader or those otherwise used on the Site.
- 7.4 You grant Leader a perpetual, non-exclusive, royalty-free, irrevocable and worldwide licence to use any Content (including intellectual property) that you upload, or arrange to have uploaded, to the Site in any way (and you permit us to grant any rights to third parties to also use such content) but strictly for the purpose of maintaining, moderating and managing the Site, performing the Services, as well as the administration of the associated business (**Purpose**). For the avoidance of doubt, Leader will not disclose confidential or

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commercially sensitive information to a third party other than for the Purpose. You acknowledge and agree that this licence will survive termination of these Terms of Use. You warrant to us that you have all right, title and authority to grant this licence.

8. Availability and support

- 8.1 Leader makes no warranty, and has no obligation to ensure that, the Site is:
- (a) available for use at any given time;
 - (b) compatible with the third party software or chosen internet browser you choose to access the Site; or
 - (c) error-free.
- 8.2 Leader and its third party providers do not, and are not obligated to provide any technical or other support for the provision of the Services under the Terms and Conditions.

9. Warranties

- 9.1 You warrant to us that:
- (a) you have full power and authority to enter into the Terms and Conditions (to the extent those terms are applicable to your use of the Site, depending on the capacity in which you use the Site);
 - (b) all information that you provide to Leader whether directly or through the Site is true, accurate and complete;
 - (c) you will not allow any unauthorised access to the Site or use of the Services or Goods and you will notify Leader immediately upon becoming aware of any unauthorised access or use; and
 - (d) you will comply with any applicable laws, standard or regulations in respect of your access to or use of the Site, Goods and/or Services.

10. Limitation of Liability

- 10.1 You acknowledge and agree that Leader's ability to provide any Services is subject to:
- (a) you complying with your obligations under the Terms and Conditions, and any other limitation or exclusion set out in same; and
 - (b) your third party hardware and software (including browser of choice) meeting the minimum operating requirements for the Site and Services, as may be

detailed on the Site and updated from time to time.

- 10.2 You acknowledge and agree that, where your order involves the procurement of services from a Wholesaler and/or Reseller (not Leader), Leader is not liable for the acts or omissions of these third parties.
- 10.3 Leader is not liable for any virus, malware, trojan or similar malicious software program or code infecting your software or hardware as a result of interactions with third parties on the Site.
- 10.4 Subject to clause 11 below and to the full extent permitted by law:
- (a) Leader excludes all liability in respect of any loss of data, interruption of business or any indirect or consequential loss, loss of profits, loss of opportunity or incidental damages; and
 - (b) Leader excludes all warranties and representations (express and implied) unless otherwise stated to the contrary in these Terms of Use.
- 10.5 Subject to clause 11 but to the fullest extent permitted by law, in no event will Leader's total aggregate liability under the Terms and Conditions exceed the amount Leader is entitled to receive under its insurance policies for the event pursuant to which the liability arises.

11. New Zealand Consumer Law

- 11.1 If you are a consumer you may have additional rights, including under the *Consumer Guarantees Act 1993 (CGA)* and *Fair Trading Act 1986 (FTA)* in relation to your use of this website and any products purchased from this website. Your consumer rights are in addition to these Terms and Conditions and nothing in these Terms and Conditions is intended to have the effect of limiting or reducing your rights.
- 11.2 Leader is committed to meeting our obligations to consumers under the CGA and FTA. You should be aware:
- (a) that under the CGA products sold by Leader must be safe, of acceptable quality, fit for the purpose they have been purchased for, match the description given, match the sample or demonstration model and be of acceptable condition when received by you;

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- (b) the CGA guarantees are in addition to any other warranty offer(s) provided by the manufacturer (if applicable); and
- (c) the CGA does not apply where the product has been misused, broken or improperly operated.

11.3 Resellers and Wholesalers acknowledge that any Goods and Services provided by Leader under these Terms and Conditions are made in trade and agree to contract out of sections 9, 12A, 13, and 14(1) of the FTA and the provisions of the CGA to the fullest extent permitted by law.

12. Indemnity

- 12.1 You agree to indemnify Leader, its officers and employees or agents from and against any loss, claim, liability, cost or expense incurred by Leader in respect of a third party claim arising from or in any way related to:
- (a) your breach of the Terms and Conditions;
 - (b) your infringement or alleged infringement of a third party's intellectual property rights;
 - (c) your use of the Site or Services; or
 - (d) your violation of applicable laws, rules or regulations in connection with your use of the Site Services, and/or Goods.

13. Termination

- 13.1 Leader may (temporarily or permanently) suspend, cancel or edit details of your account, or any Content, at any time in its sole discretion without notice.
- 13.2 You may delete your account on the Site at any time, at which point you release Leader from its obligations under the Terms and Conditions unless otherwise provided and Leader is free (but not required) to delete your account and related data Content from our systems.
- 13.3 The Terms and Conditions terminate automatically if, for any reason, Leader ceases to operate the Site.
- 13.4 Any termination of the Terms and Conditions (or any component thereof) under clause 13 will be without prejudice to the rights of the party terminating to seek and obtain damages for any breach of the Terms and Conditions by the other party.
- 13.5 Leader is under no obligation to backup or otherwise retain data or Content on the Site

relating to your account and your interactions with us or other parties via the Site after termination or cancellation under this clause 13.

14. Data Collection

- 14.1 You agree that Leader may collect, use and share technical data, usage statistics and related information (**Data**) that is gathered periodically to facilitate the provision of updates, address enquiries and conduct other activities related to the Site, Services and/or Goods. Leader and third parties may additionally monitor, use and store Data to improve the Site and/or Services.
- 14.2 You acknowledge that Leader may use and sell to third parties Data and information extrapolated from the Data, and you provide your express consent to Leader generating, using and commercialising the Data in this way.
- 14.3 You acknowledge that Leader may be required by law or regulation to provide data collected from the Site or in providing the Services to a government or regulatory authority and you consent to the provision of any such data or information.

15. Currency

Any amount payable by you under the Terms and Conditions will be payable in the currency stipulated on the Site correlating to the region in which you access it.

16. Privacy

- 16.1 You consent, acknowledge and agree that:
- (a) any personal information (as defined in the *Privacy Act 2020 (Privacy Act)*) disclosed to Leader via the use of the Site and/or Services may be disclosed to Leader's associated entities, third party service providers or contractors, and/or stored on infrastructure used by Leader, outside of New Zealand; and
 - (b) by creating and continuing to use the Site and/or procure Services, you expressly agree and consent to the disclosure of any personal information outside of New Zealand in the manner permitted by this clause.

In providing this consent you understand and acknowledge that countries outside New Zealand may not be required to protect the information in a way that provides comparable safeguards to those in the Privacy Act.

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16.2 If you do not consent to your personal information being disclosed in the manner described in this clause 16, then do not provide Leader with your personal information and immediately notify Leader of this. If you do not provide your consent Leader may be unable to provide the Services to you.

17. Acceptable Use Policy

17.1 You agree not to, and to not allow any of your employees or authorised third parties to, access the Site or use the Services in a manner that:

- (a) abuses or materially disrupts any aspect of the networks, security systems, Services and/or websites of Leader;
- (b) interferes with the use of the Site or Services by other users;
- (c) generates or facilitates unsolicited and unauthorised advertising or marketing communications;
- (d) violates or facilitates the violation of the legal rights of Leader, its associates and licensors, or another user of the Site or Services;
- (e) constitutes data collection or data mining activities on or in respect of the Site without our prior written consent other than as authorised under these Terms of Use for the purpose of utilising the Site and/or Services;
- (f) seeks to remove, alter, obscure or otherwise degrade watermarks or similar security measures that appear on images available on the Site;
- (g) constitutes conduct that is misleading or deceptive, or contravenes any applicable law; or
- (h) otherwise constitutes abuse or inappropriate use of the Site, in Leader's sole discretion.

17.2 You will not use the Services for any fraudulent or illegal purposes, or to intentionally distribute malware, viruses or any other computer code, files or programs of a destructive or deceptive nature.

18. GST

18.1 Interpretation

In this clause 18:

- (a) **GST** means tax charged under the GST Act;

- (b) **GST Act** means that Goods and Services Tax Act 1985; and
- (c) words and phrases used in this clause 18 have the same meaning as in the GST Act;
- (d) a reference to a supply is to a supply made under or in connection with these Terms and Conditions;
- (e) any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 18;
- (f) a reference to GST payable by the Supplier includes any GST payable by the representative member of any GST group of which the Supplier (or the entity on whose behalf the Supplier is acting) is a member; and
- (g) a reference to input tax credits includes input tax credits or any other deduction from output tax to which an entity is entitled in accordance with section 20(3) of the GST Act and a reference to input tax credits to which an entity is entitled includes any input tax credits or other deduction from output tax to which the representative member of any GST group to which that entity may belong is entitled under section 20(3) of the GST Act.

18.2 Reimbursements and similar payments

Any payment or reimbursement required to be made under these Terms and Conditions that is calculated by reference to an amount paid or incurred will be limited to the total amount less any input tax credit to which an entity is entitled for an acquisition to which the amount relates.

18.3 GST payable

- (a) unless otherwise expressly stated, all consideration to be provided under any other provision of these Terms and Conditions is exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 18;
- (b) despite the other provisions of these Terms and Conditions, if the Supplier is or becomes liable to pay GST in respect of any supply:

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- (1) the recipient must pay to the supplier an additional amount equal to the amount of that GST (**GST Amount**);
- (2) the additional amount payable under paragraph (a) must be paid at the same time as the first part of any consideration is provided for that supply;
- (c) unless the recipient is approved by the Commissioner of Inland Revenue to issue a buyer created tax invoice (**BCTI**) and issues a BCTI pursuant to clause 18.4, the supplier must provide a tax invoice to the recipient no later than the time in which the first part of any consideration is provided for that supply; and
- (d) if the GST Amount recovered by the supplier from the recipient under clause 18.3(b) for a supply differs for any reason from the amount of GST paid or payable by the supplier on that supply, then the recipient must pay to the supplier on demand (or the supplier credit the recipient with) the amount of that difference. If section 25(1) of the GST Act applies in relation to a supply, the supplier must give the recipient a credit note or debit note (as applicable) note within 14 days of the relevant event occurring. However, if the recipient issued a recipient created tax invoice pursuant to clause 18.4 in relation to the supply, then the recipient must give the supplier an credit note or debit note (as appropriate) within 14 days after the date of the relevant event.

18.4 Buyer created tax invoice

- (a) **Scope of BCTIs issued:** Where the GST Act permits and subject to the requirements of the GST Act in relation to BCTI's being satisfied, the recipient may, and will, issue to supplier a BCTI for each taxable supply made by the supplier to the recipient pursuant to these Terms and Conditions (other than an "Excluded Supply" as defined in this clause). The parties may agree in writing from time to time on any taxable supply made by the supplier under these Terms and Conditions for which the recipient will not issue BCTIs (**Excluded Supply**). If section 25(1) of the GST Act applies in relation to any supply for which a BCTI has been issued, the recipient will issue a debit

note or credit note (as applicable) within 14 days of the relevant event occurring.

- (b) **Obligations of Supplier:** Where the recipient is permitted by the GST Act and under these Terms and Conditions to issue BCTIs and credit or debit notes in respect of taxable supplies referred to in paragraph (a) that are made by the supplier to the recipient (other than Excluded Supplies), the supplier must not issue a tax invoice or credit or debit note in respect of these taxable supplies.

- (c) **Cessation of BCTI issue:** Each party acknowledges that it is registered for GST purposes at the time of the making of the supply or supplies under these Terms and Conditions. Each party must notify the other party if it ceases to be registered for GST or if that party ceases to comply with any requirement or criteria in the GST Act or any ruling or determination relating to the issue of BCTIs (**Requirement**). The parties agree that paragraphs (a) and (b) will not apply after the recipient or the supplier cease to be registered for GST, or after the recipient or the supplier cease to comply with any Requirement.

- (d) **Indemnity by Supplier:** The supplier will indemnify or reimburse recipient on demand for any loss, cost, expense, penalty, fine, interest, fee or other amount incurred in relation to recipient issuing BCTIs while:

- (1) supplier is not registered for GST and/or otherwise fails to satisfy, or comply with, any Requirement and recipient has not received notification from supplier of the relevant fact referred to in paragraph (c); or
- (2) the details contained in any BCTI or adjustment note issued by recipient is incorrect, inaccurate or misleading as a result of information provided by supplier to recipient.

19. Miscellaneous

- 19.1 The Terms and Conditions are governed by and construed in accordance with the laws of New Zealand, and each party irrevocably submits to the non-exclusive jurisdiction of the courts of New Zealand.

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- 19.2 You must not assign, transfer or novate any of your rights or obligations (including your account) under or relating to the Terms and Conditions.
- 19.3 Leader may assign, transfer or novate any of its benefits, rights or obligations under or relating to the Terms and Conditions with notice in writing to you.
- 19.4 If a provision of the Terms and Conditions is illegal, invalid, unenforceable or void in a jurisdiction it is severed for that jurisdiction and the remainder of the Terms and Conditions have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.