

Dung Beetle Innovations Limited

Terms and Conditions of Sale

Effective as at 16 September 2015

Dung Beetle Innovations Limited (**DBI**) will ensure that the beetles we dispatch to you are in the best health possible to maximise the chances of successful establishment on your property.

However, being biological organisms, DBI cannot guarantee beetle establishment due to many factors beyond our control, including but not limited to, the mismanagement of drench, availability of sufficient fresh manure in or close to the paddock where the colonies are seeded, proximity of seeding paddock to farm boundary (beetles do not respect boundaries) etc.

Adhering to the establishment document “Getting started with dung beetle releases on your farm” (see our website under management) will minimise establishment failure.

When properly established by following DBI’s guidance, beetles breed rapidly and environmental and economic benefits will start to be noticed after 4 – 6 years. Full carrying capacity is reached in 9 – 10 years.

By ordering or paying for DBI beetles, you agree to the following terms and conditions of sale.

These terms and conditions may be modified from time-to-time by DBI and will be available on our website www.dungbeetleinnovations.com. Unless agreed otherwise, any modifications to the terms and conditions made after ordering but before delivery will apply to your order.

1. Definitions:

“Contact Details” means the e-mail and phone number you have provided to DBI.

“DBI” means Dung Beetle Innovations Limited as vendor.

“Purchaser” means you.

“Us” or “We” mean DBI.

“You” or “Your” means you as the Purchaser from DBI.

2. Communication:

2.1 Any communication from DBI will be primarily transmitted via email but may be transmitted via the other Contact Details you have provided to DBI. You agree to receive messages via the Contact Details you have provided.

2.2 Any communications from you to DBI shall primarily be transmitted via email, using the contact details as advised on our website www.dungbeetleinnovations.com.

3. Price and Payment:

3.1 All prices are in New Zealand dollars and exclude GST unless stated otherwise.

3.2 You agree to provide proper payment details at the time you make your order.

- 3.3 DBI reserves the right to refuse to fill any order where incorrect payment details have been supplied, your payment is unable to be processed, or where DBI considers in its absolute discretion that payment is unlikely to be made.
- 3.4 You acknowledge that full payment is required prior to shipment and delivery.
- 3.5 Notwithstanding clause 3.3 DBI may if it chooses, permit the supply of goods on credit. Where it does so, DBI will issue you with a tax invoice for the goods and you hereby agree to pay any such tax invoice by the due date for payment specified on that invoice.
- 3.6 If any tax invoice is not paid by the due date for payment DBI shall be entitled to charge interest on such amount as is outstanding from time to time at the rate of 1.5% per month.
- 3.7 You acknowledge that once an order has been placed and until full payment has been received, you will remain liable to DBI for the total price of the goods whether or not the goods have been shipped, delivered or a tax invoice rendered in respect of the goods so ordered.

4. Delivery, title and risk

- 4.1 Beetles will be supplied on an availability basis. All reasonable attempts will be made to supply beetles, but as this is a captive breeding programme it is difficult to predict supply. DBI will not be liable for any delay in delivery of any beetles to you.
- 4.2 All beetles are at DBI's risk until delivery has been made and at your risk as from the time of delivery.
- 4.3. Unless otherwise arranged, DBI will meet the cost of freight within New Zealand.
- 4.4 You agree to inspect all beetle colonies immediately upon arrival and before release.
- 4.5 Any claims concerning the condition of the beetles must be notified by email to DBI before noon on the day following delivery. Any claims not so notified will not be valid.
- 4.6 DBI supplies, at no extra cost, additional beetles with each order to account for up to 5% losses during shipment and delivery. Should losses exceed this amount, a claim may be made in accordance with clause 4.5 above.
- 4.7 Ownership of and title to all beetles remains with DBI until you have paid in full any and all money you owe us..

5. Variation

- 5.1 You acknowledge that at any time prior to delivery, DBI has the right to alter the number and beetle species supplied to you as might reasonably be necessary taking into account the availability of such beetles or any other matter in DBI's control. Where this occurs, all reasonable steps will be taken by DBI to communicate these changes to you prior to dispatch.

6. Warranties and liability

- 6.1 Beetles are warranted as capable of establishment. As establishment is greatly affected by environmental factors, establishment itself cannot be guaranteed. You must release and care for all beetles strictly in accordance with any directions, and instructions supplied by DBI.

- 6.2 DBI gives no further warranty, express or implied and will not be held liable for any direct, indirect or consequential loss, including, but not limited to, the loss of revenue or profit, arising from the supply or failure to supply any beetles, any failings in the performance of, or any defect in the beetles, or from any acts or omissions of DBI under these Terms and Conditions of Sale.
- 6.3 DBI's liability whether in contract or in tort for any loss, damage or injury arising directly or indirectly from the beetles supplied, for any failure to achieve the result expected, for any representation made, or for negligence, is limited to replacement of the beetles or at DBI's discretion to an amount not exceeding the purchase price of the beetles.
- 6.4 To the fullest extent permitted by law, the provisions of the Consumer Guarantees Act 1993, the Sale of Goods Act 1908 and any other statutes which might otherwise imply warranties or conditions or impose obligations upon DBI are excluded or modified under these Terms and Conditions of Sale. Where such warranties, conditions or obligations are not able to be excluded they shall only apply to the minimum extent required by the relevant statute.

7. Disputes, refunds and return of goods

- 7.1 No claim relating to the beetles will be considered unless made in accordance with clause 4.5 above.
- 7.2 As beetles are highly perishable, no returns will be accepted.

8. Indemnity

- 8.1 You agree to indemnify DBI, its agents and employees against any claims, losses and liability of any kind howsoever caused or arising. Without limiting the scope of this clause, and to the fullest extent permitted by law, such indemnity shall include:
- (a) Any negligence on behalf of DBI or otherwise in connection with the supply of beetles under these Terms and Conditions of Sale;
 - (b) Any breach of this agreement by DBI, its agents or employees in connection with the supply of beetles under these Terms and Conditions of Sale;
 - (b) Any use or misuse by you (including but not limited to on-sale or gifting to others) of the beetles.

9. Copyright and intellectual property

- 9.1 DBI owns and has copyright in all designs, documents, specifications, plans, software and data produced by DBI in connection with the beetles and any materials/guidelines or information provided pursuant to these Terms and Conditions of Sale.

10. Permitted use

- 10.1 You agree that the beetles will only be used for the purpose of biological dung control on your property.

11. Miscellaneous

- 11.1 Failure by DBI to enforce any of the terms and conditions contained in these Terms and Conditions of Sale shall not be deemed to be a waiver of any of the rights or obligations DBI has under this contract.
- 11.2 If any provision of these Terms and Conditions of Sale shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 11.3 These Terms and Conditions of Sale are governed by the laws of New Zealand.