

## TERMS OF TRADE

### PAYMENT TERMS

All accounts where credit has been agreed upon in advance are due for payment in full on the 20th of the month following purchase. Payments not received in time for receipting on the 20th will be charged daily interest at the rate of 12.5% per annum.

### CREDITS

Requests for credits are dealt with fairly. To assist credit processing, goods returned for credit must be in top condition with good dating, have price stickers or other identification removed and be accompanied by Fortis credit documentation. As a general rule, credits should be returned within 1 month of purchase and have at least 6 months dating. Any goods returned that have been ordered in error or any other out of the ordinary reason may be credited at the discretion of Fortis and at the wholesale price less 10%.

### FREIGHT

Unless otherwise stated, all orders are subject to freight charges. The applicable freight charges will be determined based on factors such as destination, weight, and shipping method. By placing an order, you agree to pay any applicable freight charges associated with the delivery of the purchased goods. The exact amount of freight charges will be communicated to you at the time of shipping and will be invoiced accordingly. Freight will be charged for Dangerous Goods, Rural Delivery, Saturday Delivery and if bulky or heavy.

### OWNERSHIP / RISK

- (a) Risk in any goods supplied by Fortis passes when the goods are delivered to the customer.
- (b) Ownership is retained by Fortis until full payment is made for the goods and for all other goods supplied by Fortis.
- (c) While any moneys are outstanding to Fortis the customer grants Fortis the free and uninterrupted right to enter their premises during normal business hours to uplift any goods which have been delivered to the customer by Fortis.
- (d) The customer agrees Fortis can charge interest at 12.5% on any outstanding or overdue amounts. In addition, any costs relating to the recovery of overdue and outstanding amounts can be recovered.

### PERSONAL PROPERTY SECURITIES ACT 1999 (PPSA)

- (a) The customer acknowledges and agrees that the ownership/risk clause above creates a security interest in present and after acquired goods and inventory supplied by Fortis including the proceeds of goods supplied.
- (b) The customer shall provide all information necessary for Fortis to register a perfected first ranking security interest under the PPSA.
- (c) The customer acknowledges they have waived their rights to receive a copy of any verification statement under the PPSA or any other confirmation related to any security interest created by these provisions and will have no rights under the following sections of the PPSA: 114(1) (a); 116; 120(2) & 121.

#### **GUARANTEE (where the applicant is a company)**

I / We the Directors of the Company agree to guarantee all amounts which are payable to FORTIS VETS LIMITED at any time by the Company and acknowledge that FORTIS VETS LIMITED may demand and recover from us any amounts which are payable by the Company instead of or as well as demanding from the company.

#### **SIGNING AND ACKNOWLEDGEMENT**

I / We apply to open a credit account with FORTIS VETS LIMITED and agree to comply with the Terms of Trade set out attached. I / We acknowledge receipt of a copy of the Terms of Trade and waive any right to receive from FORTIS VETS LIMITED a copy of any financial statement, financing charge statement or verification statement that is registered, issued or received at any time in relation to the Terms of Trade.