

RETERNITI HOLDINGS LIMITED
RESELLER / TRADE
AGREEMENT AND TERMS & CONDITIONS

Oct 2022

Background

- A. Due to the nature of its business, the Reseller has Clients that may wish to purchase a Reterniti Stone from you
- B. Due to the nature of the product and process the Reseller understands you are not required to hold stock; you are completing an Order for your Client that Reterniti commits to fulfil and will deliver a completed Reterniti Stone back to the Client or your place of business (or nominated intermediary)
- C. Reterniti appoints, and the Reseller accepts the appointment, as a Reseller of the Reterniti Stone.
- D. The parties wish to record the terms on which the Reseller will sell Reterniti products and / or services to its Clients.

1. Definitions

- 1.1 In this agreement:

AMINZ means the Arbitrators' and Mediators' Institute of New Zealand Inc., an incorporated society in New Zealand with registered number 379525.

Business Day means any day (other than a Saturday, Sunday or public holiday, as that term is defined in section 5(1) of the Holidays Act 2003) on which registered banks are open for general banking business in Christchurch, New Zealand.

Clients means any past, existing and/or new clients or customers of the Reseller and **Client** means any one of them.

Reterniti, we, our or us means Reterniti Holdings Limited (New Zealand company number 8171403).

Confidential Information means:

- a. any financial, business or commercial information relating to Reterniti (in any form) which the Reseller may receive or obtain as a result of or in connection with the performance of its obligations under this agreement; and
- b. any other commercially sensitive information or intellectual property which is expressly designated as being confidential when it is disclosed by Reterniti.

Fees means the price, determined in accordance with the then-current Price List, for all Orders placed by you on behalf of a Client via the Reseller Portal.

Order has the meaning given at clause 3.1b, and **Orders** has a corresponding meaning.

Margin means the difference between the wholesale price and retail price; normally both exclude GST

Parties means the parties to this agreement and **Party** means either one of them.

Price List means our price list, provided to the Reseller from time-to-time and available on our Website.

Reseller or you means any funeral director, funeral home or parlour, crematory, veterinary practice, pet crematorium, individual pet care practitioner and/or pet store approved by us from time to time and whose Clients may wish to purchase a Reterniti Stone.

Retail Price means the published and publicly available price for Reterniti products and / or services; Retail prices may be quoted or published with or without GST.

Reterniti Stone means the product created by us using a Client's human or animal ash remains, following an Order placed by a Reseller or a Client and includes all associated services.

Reterniti Trade Portal means the designated website portal for the purpose of enabling the Reseller to place Orders. This is <https://trade.reterniti.com>

T&Cs means the terms and conditions which govern our sale of Reterniti Stones, provided to the Reseller from time-to-time and available on our Website.

Website means <https://reterniti.com/>.

Wholesale Price means this price charged to you, the Reseller which includes GST.

2. Term

- 2.1 This agreement will come into effect on the date that the Reseller confirms its acceptance of this agreement and continue in force unless and until it is terminated in accordance with clause 8.

3. Introductions

- 3.1 The Reseller agrees that it will:
- a. inform applicable Clients about our Reterniti Stones;
 - b. facilitate, in accordance with clause 4, the placing of an order with Reterniti, for Reterniti Stones (**Order**);
 - c. act in good faith and not allow its interests to conflict with its obligations under this agreement;
 - d. provide information to us as reasonably requested from time to time regarding the performance of your obligations under this agreement;
 - e. not use Reterniti's name, logo, or trade marks on any marketing material in any way that would cause damage to our brand or otherwise bring us into disrepute;
 - f. comply with all of our reasonable instructions relating to the performance of your obligations under this agreement; and
 - g. comply with all relevant laws, statutes, regulations and codes relating to the performance of your obligations under this agreement.
- 3.2 The Reseller has no authority to, and must not hold itself out as being authorised to, bind Reterniti in any way.
- 3.3 Notwithstanding clause 3.1b, the Reseller must not make or enter into any contracts or commitments or incur any liability for or on behalf of Reterniti.
- 3.4 We agree that we will provide reasonable support and direction to the Reseller in order to assist the Reseller to comply with its obligations under this agreement.

4. Orders

- 4.1 When facilitating an Order with us in accordance with clause 3.1b, you must
- a. provide a copy of our T&Cs to the Client, and draw the Client's particular attention to clause 5 of the Consumer T&Cs (or any replacement clause with the heading 'Reterniti Stones') regarding the physical appearance and
 - b. ensure that you receive confirmation from the Client that it agrees to the T&Cs before proceeding with the Order;
 - c. capture the Client's name, Client's address, person or pet's name and years of life
 - d. if for a pet, advise the Client on and select the most appropriate sized Reterniti Stone for their deceased pet
 - e. complete the delivery information; that is, the address the Reterniti Ashes Shipping Kit is to be dispatched to and where the finished Reterniti Stone is to be delivered to
 - f. as soon as reasonably practicable after receiving an Order, submit that Order to us via the Reterniti Trade Portal;

- g. charge the Client the correct published Retail Price including GST for the Reterniti Stone size or format selected.
 - h. comply with any other guidelines, or other reasonable directions, provided by us from time-to-time.
- 4.2 In using our Website and the Reterniti Trade Portal, you agree to comply with our Website Terms and Conditions and Privacy Policy, available on our Website.

5. Margin

- 5.1 You will be entitled to the Margin for each Client's Order:
- a. That purchases a Reterniti Stone via your business provided you facilitate and place the Order for the Client via the Reseller Portal.

6. Fees

- 6.1 We will invoice you at the end of each month for the wholesale price of Orders placed during that month, including any Client delivery / courier fees if applicable.
- 6.2 You shall pay to Reterniti the amount specified in each tax invoice (as that term is defined in the Goods and Services Tax Act 1985) issued in accordance with clause 6.1
- a. on the 20th day of the month following the date of our invoice;
 - b. into the bank account specified in writing by us;
 - c. in cleared funds that will not be reversed; and
 - d. free and clear of any restriction, condition, set-off, deduction or withholding.
- 6.3 All amounts payable under this agreement are inclusive of GST.
- 6.4 The Reseller is solely responsible for all taxes and other levies relating to any payments made under this agreement, and Reterniti shall make no deductions on account of tax or any other imposition except where it may be required by law to do so.
- 6.5 The Reseller acknowledges overdue accounts / outstanding payments may incur penalty interest calculated at standard IRD rates.

7. Indemnity

- 7.1 You agree to indemnify and hold us harmless from and against any and all losses, damages, costs, actions, proceedings, claims and demands which we incur or are subject to (including any reasonable legal fees or amount paid by way of settlement) as a direct or indirect result of any failure by you to perform your obligations under this agreement or any wilful or negligent act or omission by you in the course of performing your obligations under this agreement. This indemnity will continue to apply after the termination of this agreement.

8. Termination

- 8.1 Either Party may terminate this agreement for any reason by giving the other Party not less than 5 Business Days' written notice.
- 8.2 Upon termination of this agreement (for whatever reason), the following provisions shall apply:
- a. You will promptly deliver to us all property, materials or equipment belonging to or concerning Reterniti or any property owned by us which is in your possession or control. This shall include any and all hard-copy, audio or electronic documents that relate to Reterniti (including the Reterniti Stones) or any property owned by us or that contains Confidential Information.
 - b. You will promptly settle your account with Reterniti on the 20th of the month of the written notice or if notice received after the 20th of the month, then the 20th of the month immediately following. Overdue accounts will incur penalty interest as per 6.5.
- 8.3 Termination of this agreement will not affect any accrued rights or obligations of any of the Parties.
- 8.4 The Parties agree that the provisions of this clause 8 shall survive the termination of this agreement.

9. Dispute Resolution

- 9.1 The Parties must use reasonable endeavours to resolve any and all dispute arising under or relating to this agreement by good faith negotiation.
- 9.2 If the Parties cannot resolve their dispute by negotiations under clause 9.1 within 20 Business Days, the Parties agree to deal with such dispute by way of mediation.
- 9.3 The costs of the mediation, excluding the Parties' own legal and preparation costs, will be shared equally by the Parties.
- 9.4 No Party may initiate or commence court or arbitration proceedings relating to a Dispute unless it has complied with the procedure set out in this clause 8.4, provided that application may still be made to the courts:
- a. for interlocutory relief; or
 - b. to recover a debt payable.

10. Confidentiality, Non-Compete & Non-Replication

- 10.1 Except as permitted in this clause 10, you agree you will not disclose or communicate to any third party any Confidential Information.
- 10.2 The Reseller acknowledges it will interact with Reterniti's intellectual property in the form of its processes, methodology and product design and warrants it will not compete with, replicate or develop competing products or services in any form or part thereof; nor disclose directly or indirectly any of the Reterniti intellectual property to third parties for the purposes of replication, copy or development of competing products or services.
- 10.3 You will not have to observe any duty of confidentiality concerning Confidential Information that:
- a. Reterniti gives its prior written consent to the disclosure of;
 - b. is required to be disclosed by law or any legislative or regulatory authority;
 - c. is necessary to be disclosed to enable the Reseller to perform its obligations under this agreement; or
 - d. at the time of disclosure is in, or subsequently enters, the public domain otherwise than by breach of any duty of confidentiality under this agreement.
- 10.4 The restrictions in this clause 10 will continue to apply after the termination of this agreement.

11. Notices

- 11.1 All notices and other communications to be given under this agreement must be in writing and be addressed to the Party to whom it is to be sent at the physical address or email address from time to time designated by that Party in writing to the other Party for such purpose.
- 11.2 Any notice or communication given under this agreement shall be deemed to have been received:
- a. at the time of delivery, if delivered by hand; or
 - b. if sent by email, on the date and time at which it enters the recipient's information system, as evidenced (if requested by the recipient, where delivery is disputed) in a confirmation of delivery report from the sender's information system which indicates that the email was sent to the email address of the recipient.
- 11.3 Any notice or communication received or deemed received after 5.00pm or on a day which is not a Business Day in the place to which it is delivered, posted or sent will be deemed not to have been received until the next Business Day in that place.

12. General Provisions

- 12.1 This agreement constitutes the entire agreement and understanding of the Parties relating to the matters dealt with in this agreement and supersedes and extinguishes any previous agreement (whether oral, written or otherwise) between the Parties in relation to such matters. Nothing in this clause 12.1 operates to limit or exclude any liability for fraud.
- 12.2 The Parties acknowledge and agree that the Reseller is and shall at all times remain an independent

contractor of Reterniti, and not an employee, agent or partner of, or joint venturer with, Reterniti and the real nature of the relationship between the Parties is that of a principal and contractor, and not an employer and employee. For the avoidance of doubt, the Reseller is in all respects in business on its own account in relation to the sale of Reterniti Stones.

- 12.3 The Reseller must not assign or transfer, or purport to assign or transfer, any of its rights or obligations under this agreement without our prior written consent.
- 12.4 No Party will be deemed to have waived any right under this agreement unless the waiver is in writing and signed by that Party. A failure to exercise or delay in exercising any right under this agreement will not operate as a waiver of that right. Any such waiver will not constitute a waiver of any subsequent or continuing right or of any other provision in this agreement.
- 12.5 If any provision of this agreement is found by a court or other competent authority to be void or unenforceable, such provision will be deemed to be deleted from this agreement and the remaining provisions of this agreement will continue in full force and effect.
- 12.6 Unless otherwise expressly provided in this agreement, the rights and remedies set out in this agreement are in addition to, and not in limitation of, any other rights and remedies under or relating to this agreement (whether at law or in equity), and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy.
- 12.7 This agreement will be governed by and construed in accordance with the laws of New Zealand and the Parties irrevocably submit to the exclusive jurisdiction of the courts of New Zealand for any matter arising under or relating to this agreement.

