

General Terms and Conditions of use of the website and the supply of products

The following terms and conditions apply to all users of the www.pharmaonline.co.nz website (the **Website**) and to all orders and purchases of products available from Pharmaceutical Management Agency of New Zealand (**PHARMAC**) ("we", "our" or "us") through the Website (**Products**). By viewing and using the Website (including by ordering and purchasing Products) you are deemed to agree to these terms and conditions of use without qualification. If you do not agree to be bound by these terms and conditions, you must stop accessing and using the Website.

1. General Terms and Conditions of Use of the Website

- 1.1 Users outside New Zealand:** The Website is operated by Blue Star Group (New Zealand) Limited (**Blue Star**) on behalf of PHARMAC from New Zealand. The information on the Website may not be appropriate or available for use in other jurisdictions. If you choose to access the Website from a jurisdiction other than New Zealand, you do so on your own initiative and you are responsible for compliance with any applicable laws of that jurisdiction.
- 1.2 Copyright, Trademarks and Limited Reproduction Notices:** The design and contents of the Website are the copyright of PHARMAC, Blue Star or other suppliers to us. No part of the Website may be distributed or copied for any commercial purpose and you are not permitted for any purpose to incorporate the contents of the Website or any part of it in any other work or publication (whether in hard copy, electronic or any other form) without our prior written consent. You may print or download extracts from the Website only for your own non-commercial use. Further, you may not copy, use, remove or alter any trademarks or logos that appear on the Website or on any content on the Website.
- 1.3 Links Provided:** The contents of the Website may include links to third party materials. We will not be responsible for the contents of any linked sites or be liable for any direct or indirect loss or damage suffered by you from accessing, using, relying on or trading with third parties. The linked sites are provided to you only as a convenience, and the inclusion of any linked site does not imply any endorsement of it by us or any association with its operators.
- 1.4 Links to our Website:** We reserve the right to prohibit links to the Website and you agree to remove or cease any link upon our request.
- 1.5 Disclaimer:** We make the Website and its information and content available to you as a service. Use of information and content contained on the Website is at your own risk. We are not responsible for any adverse consequences arising out of such use. The Website is a general information service only. PHARMAC makes no warranty, express or implied, nor assumes any legal liability or responsibility for the accuracy, correctness, completeness or use of any information that is available on or through the Website. The content provided on the Website has not been prepared by taking into account the particular objectives, situation or needs of any individual users.
- 1.6 Exclusion of liability:** To the fullest extent permitted by law, we exclude:
- (a) all warranties and representations in relation to the Website (including in any content on the Website and Products provided through the Website) whether express, implied, statutory or otherwise and we will not be responsible for any errors or misstatements in the Website;

- (b) all liability in relation to the Website whether in contract, tort (including negligence) or otherwise, for any loss or damage however caused (including direct, indirect, consequential or special loss or damage, or loss of profits, loss of data, loss of savings and loss of opportunity).

2. Limit of liability: To the extent liability cannot be excluded by law, PHARMAC's, its agents', contractors' and employees' total aggregate liability to you under or in connection with these Terms and Conditions or the use of the Products by you, whether arising in contract, tort (including for negligence) or otherwise, shall not exceed the purchase price paid by you for the relevant Product regardless of the date on which such liability arises.

Terms and Conditions relating to ordering and purchasing Product

2.1 Terms: These Terms and Conditions constitute the entire agreement between you and us relating to the subject matter of these Terms and Conditions.

2.2 For benefit of eligible people in New Zealand: You may only order Products through the Website if, and by placing an order on the Website for Product you warrant that, you are in New Zealand and the Products are ordered for the purposes of benefiting eligible people (as that term is defined in the New Zealand Public Health and Disability Act 2000) residing in New Zealand.

2.3 Discretion to accept registration and order of Product: PHARMAC (and any person we may authorise to do so on our behalf) has the absolute discretion to refuse the registration of any person on the Website and the order and purchase of Products by any person for any reason whatsoever, including the right to refuse persons who order or purchase Products for resale.

2.4 Registration data: You confirm that the data you provided to us on registering as a registered user was at the time you provided it current, complete and accurate, and you agree to maintain and update the data as required to keep it so.

2.5 Termination of registration: PHARMAC (and any person we may authorise to do so on our behalf) has the absolute discretion to terminate the registration of any person for any reason whatsoever.

2.6 Password security and reasonable reliance: You will ensure that all usernames and passwords required to access the Website are kept secure and confidential and you will notify us immediately of any unauthorised use of your password or any other breach of security. You release us from and renounce any claim in respect of or arising from any reasonable reliance by us upon any use of your password, including us disclosing information relating to your registration and/or affairs with us. You agree to indemnify and hold us, our officers and employees harmless from any claims, actions, costs (including legal costs), or losses by us or any third party due to or arising out of reasonable reliance by us or any third party upon any acts carried out, requests made or information provided through the use of your password.

2.7 Liable for every order: Where a person is registered with the Website (including having a login and password for an account), such person will be liable for every order made under their login and agrees to indemnify and keep PHARMAC indemnified against all losses, liabilities, penalties, damages, claims, demands, actions, costs, charges and expenses

whatsoever which PHARMAC incurs, or which may be made against PHARMAC by any third party, as a result of the actions of any third party placing orders for the Products using the person's login.

- 2.8 **Price:** The price payable for the Products is that stated on the Website at the time of submission of the order for the purchase of the Product, unless otherwise expressly agreed in writing by us. The prices include goods and services tax ("**GST**"). We may alter prices without notice.
- 2.9 **Payment:** Payment for ordered Products will be collected and processed by Blue Star on our behalf. We only accept payment via credit/debit card details and once submitted these are processed by Blue Star and its contractors. If accepted, a confirmation of your order and a tax invoice will be sent to you.
- 2.10 **Delivery:** Following receipt of payment by Blue Star, the ordered Products will be delivered to the New Zealand address provided in the order. The delivery times stated on the Website are indicative only and to the extent permitted by law, we exclude any liability for products delivered outside the indicative timeframes.
- 2.11 **Risk and title:** Risk in the products passes to the purchaser upon delivery of the products by a carrier, courier or other bailee for the purposes of transmission to the purchaser. Title in the products will pass to the purchaser once the products are delivered to the New Zealand address provided in the order.
- 2.12 **Warranties:** Except as provided in the Consumer Guarantees Act 1993, all warranties, descriptions, representation or advice given as to the fitness or suitability for any purpose, similarity to sample, or otherwise, are expressly excluded. No agent or representative of PHARMAC is authorised to make any warranties, representations or unauthorised warranties, representations or statements. You shall ensure that the Products are not used for any purpose for which they are not suitable and shall be responsible for using all necessary skill and care in handling and using the Products. You acknowledge and agree that PHARMAC assumes no obligation or liability for any advice given and all Products are accepted by you entirely at your risk.

3. Licence to use Products

- 3.1 **Intellectual Property in Products:** The intellectual property, including the content, layout, design, data, databases and graphics within our print copies of the Products is owned by PHARMAC.

4. General Terms and Conditions

- 4.1 **Events beyond our reasonable control:** If the performance by PHARMAC of its obligations under these Terms and Conditions is prevented by reason of "force majeure" (which shall include fire, casualty, accident, act of God, natural disaster, any law, order, proclamation, regulation, demand or requirement of any government or government agency, strikes, labour disputes, shortage of labour or lack of skilled labour, shortage or unavailability of Products or raw materials, delay in transit, electricity or communications failures, or other causes whatsoever beyond the reasonable control of PHARMAC) PHARMAC shall be excused from the performance of its obligations under these Terms and Conditions.

- 4.2 **Privacy:** Your personal information will be collected and used by Blue Star and us for the purposes of processing your orders. The full privacy policy relating to our and Blue Star's use, storage and disclosure of your personal information is set out in the privacy policy. You may access and amend your personal information on the Website at any time.
- 4.3 **Indemnity:** You will take all necessary action to defend and indemnify us and our officers and employees against all costs, expenses and damages incurred in connection with any claim brought by a third party against us arising from a breach by you of any of these terms and conditions.
- 4.4 **Change to terms of use:** We reserve the right to change these Terms and Conditions of use at any time by notifying users of the existence of the amended Terms and Conditions through the Website. By continuing to access the Website, you agree to be bound by the amended Terms and Conditions.
- 4.5 **Third Party Rights Exclusion:** No party who is not party to this Agreement may enforce the terms of this Agreement under the Contracts (Privity) Act 1982. Blue Star, as PHARMAC's agent and in addition to PHARMAC, shall be entitled to the benefits, rights and exclusions under these Terms and Conditions.
- 4.6 **No Relationship:** These terms and conditions will not be deemed to create a partnership, joint venture, agency or employment relationship of any kind between us and you.
- 4.7 **General:** If at any time we do not enforce any of these terms or conditions or grant you time or other indulgence, we will not be construed as having waived that term or condition or our rights to later enforce that or any other term or condition. Further, if any part or provision of these terms and conditions is deemed to be invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part of provision. The remaining terms and conditions will be binding on the parties.
- 4.8 **Law:** These terms and conditions are governed by and will be construed in accordance with the laws of New Zealand and you submit to the exclusive jurisdiction of the Courts of New Zealand.
- 4.9 **Contact:** If you have any questions or concerns in relation to the Website, your order or these Terms and Conditions please contact us by email at enquiry@pharmac.govt.nz.