

THIS AGREEMENT is made the

day of

2023

BETWEEN: **ZEST BIOTECH LIMITED** (hereafter called “Zest Biotech”) of the one part

AND: *[insert Consumer’s details]* (hereafter called “the Consumer”) of the other part

BACKGROUND

- A. Zest Biotech produces innovative products for optimal plant health and livestock performance which have been used by growers and farmers across New Zealand for over 15 years.
- B. Zest Biotech’s products are scientifically proven to increase crop and livestock performance.
- C. Among Zest Biotech’s products include Biozest which is scientifically proven to improve pasture growth and quality, as well as to increase milk & meat production while reducing environmental impact.
- D. Zest Biotech has agreed to sell, and the Consumer has agreed to purchase Biozest on the terms set forth in this agreement.
- E. Pursuant to the operative provisions hereto, Zest Biotech guarantees to the Consumer a higher production of baleage in a Biozest-treated paddock, in comparison to a control paddock.
- F. In reliance upon the terms of this agreement, should the Consumer not yield Zest Biotech’s guaranteed results under clause E hereto, Zest Biotech shall refund the Consumer in full all costs for the purchase of the Biozest.

OPERATIVE PROVISIONS

1. APPLICATION

The Consumer must apply Biozest to a paddock that is 2-hectares or more, and shall have a comparable paddock as a control.

2. TREATMENT

- a. The treatment for the Biozest-treated paddock and control paddock must be identical or reasonably similar through the season, with exception to the application of Biozest to the treated paddock.
- b. Neither the Biozest-treated paddock nor the control paddock can have been previously treated with Biozest prior to the comparison of baleage production.

3. DISCLOSURE

- a. The Consumer must supply Zest Biotech with baelage data from both the Biozest-treated paddock and control paddock at the time of the claim in accordance with clause 4 hereto.
- b. In demonstration of a fair comparison under clause 2(b) hereto, the Consumer must supply Zest Biotech with data from the previous 2 years, prior to the comparison.

4. CLAIM

- a. The Consumer must lodge a claim, without delay, as soon as the Consumer obtains reasonable evidence, based on Zest Biotech's sole discretion, that a higher yield will not eventuate from the Biozest-treated paddock.
- b. Any claim under this clause 4 that is over the value of \$5,000.00 must be made by the Consumer through their legal representative.
- c. Any unreasonable claim made by the Consumer such as one being based on a comparison between one control paddock and an entire farm will not be deemed as reasonable evidence under clause 4(a) hereto.
- d. Notwithstanding any other terms of this agreement, should Zest Biotech reasonably believe on its sole and absolute discretion that a claim made by the Consumer is one of malice, Zest Biotech may decline a such claim entirely.

5. MONEY-BACK

- a. Any successful claims made under clause 4 shall have the Consumer refunded in full by Zest Biotech for all costs incurred in the Consumer's purchase of Biozest.
- b. Any refund made to the Consumer under clause 5(a) shall be paid by Zest Biotech to the trust account of the Consumer's nominated solicitor.
- c. The Consumer acknowledges and agrees that refunds strictly only apply to the Biozest used (in accordance with the trial protocol) on a treated paddock as per clause 1 hereto.

6. WARRANTY

- a. The Consumer warrants that they will at all times undertake and follow the trial protocol under the Schedule as well as all other regulatory guidelines and standards, and shall only use Biozest for its intended purpose.
- b. In reliance upon the Consumer's warranties under this agreement, the parties agree that the Consumer is a "consumer" within the definition of the Consumer Guarantees Act 1993.
- c. Notwithstanding clause 6 or any other provisions under the Consumer Guarantees Act 1993, any offer of refund or claims shall not be available to companies or individuals selling, developing or promoting agricultural products (or associates).

7. GOVERNING LAW

The law of New Zealand must apply to this agreement except to the extent that expressly varied by this agreement.

SIGNED by ZEST BIOTECH LIMITED
by its Director(s):

) _____

) _____

SIGNED by *[insert Consumer's details]*
as the Consumer

) _____

SIGNED by *[insert Consumer's details]*
as the Consumer

) _____

THE SCHEDULE

Biozest Baleage Trial Protocol

You may prefer to compare stock weight gain on treated vs untreated pasture.
Please contact us for the protocol for this type of comparison.

Treatment Area

Treat a minimum of 2 hectares (2 applications at 1 litre per hectare).
Divide paddocks locked up for baleage production into half and treat one half (twice) with Biozest.
Record accurately how many hectares are treated and how many hectares are untreated.
Keep records of spray dates.

Directions for Use

Rate: 1 litre per hectare
Water rate: between 25 and 500 litres per hectare:
Timing: apply the first spray at lock-up followed by the second spray 2-7 days later.

Data Collection

Lock up dates and spray dates.
Number of harvested hectares treated with Biozest and number of harvested hectares untreated.
Bales produced in each area (treated and untreated).

Observations:

You may notice changes such as a change in colour and 'shine' on the grass – these are early indications that Biozest has taken effect.
Preferential grazing – does the herd prefer one side of the paddock (if split)?
Compare the state of the treated and untreated paddocks immediately after grazing.
Compare clover patches. Look for stalk length and leaf size.
Is the pasture more even – is the pasture beginning to fill in the gaps?
Consistency of dung.

BIOZEST MONEY-BACK GUARANTEE AGREEMENT
