



ANZ BANK NEW ZEALAND LIMITED (ANZ)

STANDARD TERMS AND CONDITIONS OF PURCHASE

- 1) By accepting this purchase order and/or supplying the ordered goods or services, you (the legal entity named as Supplier) agree that subject to clause 2, these conditions prevail over and apply to the exclusion of any other conditions (including those on your delivery notes and invoices or any other standard terms and conditions of supply, whether or not notified to ANZ) and are the entire agreement for these goods or services.
- 2) If you have a written and signed agreement with ANZ for the purchase or supply of goods or services, these conditions apply in conjunction with that agreement. For the avoidance of doubt, to the extent that any signed agreement between you and ANZ conflicts with these conditions, the terms of your agreement with ANZ will prevail.
- 3) If you do not agree to comply with every aspect of this purchase order you should immediately reject it by notifying the ANZ Requestor who placed the order. If you accept the purchase order, ANZ may require you to confirm such acceptance in writing.
- 4) The prices listed on this Purchase Order (or attached to it) are firm New Zealand Dollar ("NZD") prices (unless another currency is otherwise specified by ANZ), and can be varied only if ANZ so agrees. The prices are inclusive of all freight, packing, insurance, and delivery charges. All such charges must be detailed separately on each invoice. Taxes, stamp duty, other duties, levies and charges payable in relation to the supply of the goods and services under New Zealand legislation (excluding any Goods and Services Tax, "GST") are included in the prices. GST is not included in the prices, but must be detailed and a valid tax invoice must be provided in accordance with the requirements of the GST legislation. ANZ reserves the right to review the method by which you calculate the GST payable.
- 5) All documentation including invoices, delivery notes, and on the outside of packages, must state a valid purchase order number, the ANZ Requestor, BSB and Cost Centre numbers and, where available, serial numbers and asset numbers. Invoices must comprise valid tax invoices, must quote ANZ's purchase order number and must provide your bank account details into which a direct deposit can be made. Invoices which do not meet these criteria will not be accepted for payment.
- 6) ANZ will normally pay correctly rendered invoices within 30 days after their receipt at the billing address specified in this purchase order but no liability is incurred, or extra payment is payable, by ANZ in the event of late payment. You are entitled to invoice ANZ for the goods and services only after they have been delivered or provided, or otherwise in accordance with an invoicing schedule.
- 7) In order to be acceptable to ANZ, all goods and services you supply must be of merchantable quality and fit for the relevant purpose and must comply with:
 - a) any samples provided by you, including, where requested, any previous deliveries;
 - b) all applicable laws, codes and New Zealand standards;
 - c) the manufacturer's published specification; and
 - d) any other specification or requirement notified by ANZ, including any attached to this purchase order.
- 8) You warrant that:
 - a) You have good title in the goods and are authorised to sell them to ANZ;
 - b) You have and will maintain all relevant licences or permits for provision of the goods or services; and
 - c) ANZ's use of the goods or services will not infringe any rights of a third person, including intellectual property ("IP") rights. You indemnify and hold harmless ANZ from and against all costs, claims, damages, losses, liabilities and expenses (including legal expenses on a solicitor and client basis), arising directly or indirectly from any IP claim.
- 9) If any goods or services are not acceptable to ANZ, ANZ may (if goods) return them to you and require their immediate repair, or a replacement or credit; and (if services) require their re-performance at your cost, or a credit. ANZ, acting reasonably, may also cancel the entire order and return all goods to you. You will be liable for freight, packing and all other costs associated



with their return. ANZ may cancel all or part of the purchase order, without liability, if you fail to meet ANZ's delivery requirements shown on the face of the purchase order.

These clauses apply if goods are to be supplied

- 10) The Goods must:
 - a) comply as to quantity, quality and description with the particulars stated in the purchase order or descriptions previously provided;
 - b) be of merchantable quality and free from defects in design, materials, construction or otherwise;
 - c) be fit for the purposes for which they are intended to be used, or for the purpose held out by you or made known to it either expressly or by implication by ANZ or as specified in the purchase order; and
 - d) be new and unused, unless otherwise agreed in writing.
- 11) Full unencumbered title to goods passes to ANZ upon the earlier of payment by ANZ for the goods or delivery of those goods to ANZ. Risk of loss or damage to goods passes only upon delivery to, and receipt by, ANZ of the goods, irrespective of whether payment has already been made.
- 12) A delivery of goods will only be received by ANZ if:
 - a) the whole order arrives as a single delivery (unless otherwise specified or agreed by the ANZ Requestor);
 - b) all items are securely packed and identified as required by ANZ from time to time and so as to prevent damage and allow proper storage and stock control; and
 - c) each container has a delivery note detailing its contents and the matters referred to in clause 4.
- 13) Goods will only be accepted after unpacking and inspection by ANZ, regardless of when this occurs. ANZ may deliver items into its store without inspecting them at the time of delivery. ANZ paying any invoice does not of itself constitute acceptance of the items to which the invoice relates and payment is subject to your obligation to immediately refund payment for any item ANZ subsequently finds not to be acceptable.
- 14) Where goods must be installed, you will install them and confirm their proper operation and compliance with the warranties in these purchase order terms. You must notify the ANZ Requestor when the goods have been installed.
- 15) You must repair or replace defects in or damage to goods (other than damage caused by ANZ) identified within 12 months after delivery, at your own cost as soon as reasonable after ANZ notifies you of such.

These clauses apply if services are to be supplied

- 16) You will advise ANZ immediately of any actual or potential conflict of interest arising during provision of services to ANZ. If ANZ considers a conflict to adversely affect its interests, it may terminate your services on payment of any outstanding invoice for services already provided to ANZ, without further liability to you.
- 17) New IP (including copyright) you create in providing services will be owned by ANZ and you assign such IP rights to ANZ from their date of creation. You grant a perpetual, irrevocable, non-exclusive, worldwide licence to exercise all IP rights not assigned by you to ANZ but owned or licensed by you to the extent such a licence is necessary for ANZ to enjoy the benefit of the services. Notwithstanding any other provision of this purchase order, you must not in any way (including in any advertising material or on any website) use ANZ's (or any member of the ANZ Group's) trademarks, logos, business names or brand names (whether registered or unregistered) without the prior written consent of ANZ.
- 18) You will ensure everyone you provide to ANZ to perform the services is properly qualified and adequately experienced, works diligently, reliably and to a high standard, conducts themselves with integrity, abides by ANZ's policies, including occupational health and safety policies, and complies with the terms of this purchase order. On ANZ's reasonable request, you will at once withdraw any person you have provided to ANZ and replace that person with a person acceptable to ANZ.



- 19) You may only use subcontractors or personnel in substitution for personnel named or described in any attachment to this purchase order if ANZ consents in writing.

General

- 20) ANZ may terminate these standard terms and conditions with you and may terminate any purchase order by giving you written notice. In this event, you must cease providing the goods and services and ANZ's only liability to you will be to pay for goods and services that have actually been delivered or provided to ANZ.
- 21) This Purchase Order may not be assigned by any party without the prior written consent of the other party (whose consent shall not be unreasonably withheld) and shall be binding on each party's permitted successors and assigns.
- 22) You will not subcontract all or part of its rights or obligations under this Purchase Order except as expressly authorised under this Purchase Order or with the prior written consent of ANZ. The Vendor will not be relieved from any of its obligations under this Purchase Order by entering into any subcontract for the performance of any part of this Purchase Order.
- 23) No announcement (except as required by law or the listing rules of a recognised stock exchange) is to be made by You relating to the terms or existence of this Purchase Order without the prior written consent of ANZ. You acknowledge that should ANZ consent to You making an announcement about or publicising this Purchase Order, ANZ will have editorial control over the content of the announcement or publicity.
- 24) No failure of a party to enforce any right under this Purchase Order is a waiver of that right, and no waiver of any breach of this Purchase Order is a waiver of any other or subsequent breach.
- 25) The rights of the parties under this Purchase Order are cumulative and not exclusive of any rights provided or implied by custom or law.
- 26) The provisions of this Purchase Order are also for the benefit of, and enforceable by, any related company of ANZ.
- 27) You will keep confidential all information (which is of its nature confidential) about ANZ, its business, its subsidiaries, related entities or its clients that becomes available to you in the course of providing the goods or services, and will protect that information from use not authorized by ANZ. You warrant you have read, understood and will comply with the Privacy Principles as specified in the Privacy Act 1993 or its successors.
- 28) You must arrange and maintain:
 - a) a public liability insurance policy that:
 - i) covers you and ANZ in respect of liabilities to third parties; and
 - ii) provides insurance cover in respect of any one occurrence of not less than NZD \$ 10 million; and
 - b) where services are supplied by you to ANZ, a professional indemnity insurance policy which provides covers you and ANZ in respect of any one claim of not less than NZD \$2 million;
 - c) where goods are supplied by you to ANZ, a product liability insurance policy in respect of the goods that:
 - i) covers you and ANZ in respect of liabilities to third parties caused by, or arising from the use of, the goods; and;
 - ii) provides insurance cover in respect of any one occurrence of not less than NZD \$ 10 million.
- 29) You are to conduct security vetting clearances for all staff to allow access to ANZ premises. On request, you will detail and make available to ANZ the security vetting and clearance undertaken on your staff.



30) You acknowledge and agree that:

- a) ANZ is committed to engaging suppliers whose environmental, ethical and social performance is of high standard; and
- b) you must comply with ANZ's Supplier Code of Practice published at anz.com and such other document as notified to you by ANZ.
- c) in performing obligations under this Purchase Order, You must:
 - (i) comply with all applicable modern slavery laws, statutes, regulations and codes from time to time in force; and
 - (ii) take reasonable steps to ensure that there is no modern slavery or human trafficking in You or Your subcontractors' supply chains or business operations.

31) You acknowledge that ANZ is prohibited from dealing with any vendor which is a sanctioned entity under the laws of the countries in which ANZ or ANZ Group members operate. You agree that ANZ may, acting reasonably, be prohibited from completing one or more of its obligations under this purchase order, these terms and conditions, or the terms of any duly executed contract between you and ANZ which form part of this purchase order, if performance of that obligation would cause ANZ or ANZ group members to breach any law, regulation or other legal prohibition. For the avoidance of doubt, this shall include ceasing to deal with you if you are, or become subject to, any sanction imposed by the United States, European Union, Australian or New Zealand governments, including any sanction that supports a decision or resolution of the United Nation's Security Council.

You will be familiar with and comply with all laws and regulations on bribery, corruption and prohibited business practices. You and Your related companies have not and will not, for the purpose of influencing or inducing anyone to influence decisions in favour of ANZ or its related companies, offer, promise or make or agree to make, directly or indirectly:

- a) any political contributions of any kind, or any payment to a public official;
- b) any payments for gifts, meals, travel or other value to a government employee or his/her family; or
- c) any payments or gifts to anyone.

32) The following clauses will survive the expiry or termination of this purchase order: (8) Indemnity (17) Intellectual Property, (27) confidentiality, 28 insurance, (33) disputes.

33) This purchase order is governed by and disputes will be heard under the law and in courts of New Zealand.