



ANZ BANK NEW ZEALAND LIMITED (ANZ)
PURCHASE ORDER TERMS AND CONDITIONS

1. By accepting the purchase order issued by ANZ, which these terms and conditions are incorporated into by reference, and/or supplying the ordered goods or services, you (the legal entity named as 'Supplier' in the purchase order) agree that subject to clause 2, these terms and 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.
2. If you have a written and signed agreement with ANZ for the purchase or supply of the goods or services that are the subject of the purchase order, that agreement (and not these terms and conditions) will apply to the purchase order.
3. If you do not agree to comply with every aspect of these terms and conditions or the purchase order, you should immediately reject the purchase order by notifying the person at ANZ who placed the order ("ANZ Requestor"). If you accept the purchase order, ANZ may require you to confirm such acceptance in writing.
4. The prices listed on the 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 (excluding any New Zealand Goods and Services Tax ("GST")) are included in the prices. GST is not included in the prices, but must be separately detailed on each invoice.
5. All documentation including invoices and delivery notes must state a valid purchase order number, the name of the ANZ Requestor and, where applicable, serial numbers and asset numbers. Invoices must be valid tax invoices under New Zealand tax laws, must quote ANZ's purchase order number, the ANZ cost centre number, the name of the ANZ Requestor 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 via the Ariba network or by email to anzinvoicesNZ@anz.com (or such other email address or delivery method notified by ANZ to you) 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 agreed invoicing schedule.
7. In order to be acceptable to ANZ, all goods and services you supply must be of merchantable quality and fit for their intended purpose (including any purpose notified by ANZ) 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 (or incorporated by reference into) the purchase order.
8. You warrant that:
 - (a) you have good title in the goods, you are authorised to sell them to ANZ and they will be free of all security interests when delivered 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) ("costs"), arising directly from any IP claim relating to ANZ's use of the goods or services supplied by you. ANZ will act reasonably in determining costs payable under this indemnity. You do not have to pay for any costs to the extent that they result from ANZ's own negligence, fraud, or wilful misconduct.



9. If any goods or services do not comply with the requirements of these terms and conditions or the purchase order (and such non-compliance is not caused by the default of ANZ), ANZ may (if goods) return them to you and require their immediate repair or replacement or a refund; and (if services) require their re-performance at no additional cost to ANZ, or a refund. ANZ, acting reasonably, may also terminate the entire purchase order for cause and return all goods to you and require a refund including if you fail (in a material respect) to meet ANZ's delivery requirements set out in the purchase order. You will be liable for freight, packing and all other costs associated with their return. Termination by ANZ under this clause for cause is without further liability.

Clauses 10 to 15 apply if goods are to be supplied:

10. The goods must:
 - (a) comply with the particulars stated in the purchase order or previously provided as to quantity, quality and description;
 - (b) be free from any defects, including defects in design, materials or construction; and
 - (c) 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 5.
13. Goods will only be accepted after unpacking and inspection by ANZ, which will occur within a reasonable time of delivery. 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 goods 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 within a reasonable time after delivery.
14. Where goods must be installed, you will install them and confirm their proper operation and compliance with the warranties in these terms and conditions. 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 defects or damage.

Clauses 16 to 18 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 to a material extent, it may terminate the purchase order on payment of any outstanding invoice for services already provided to ANZ, without further liability to you. In this event, you must cease providing the services the subject of the terminated purchase order, and use all reasonable endeavours to mitigate your costs and expenses. ANZ will pay for any services that you have already provided to ANZ at the date of the termination.
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. For all other IP rights, you grant ANZ a perpetual, irrevocable, non-exclusive, worldwide licence to exercise all IP rights that are necessary for ANZ to enjoy the benefit of the services.
18. You will ensure that you (and anyone you engage to provide services to ANZ) are properly qualified and adequately experienced, trained in occupational health and safety relevant to the services being performed, work diligently, reliably and to a high standard, conduct



yourself (and themselves) with integrity, abide by ANZ's policies notified to you, and comply with these terms and conditions. If ANZ has any concerns with the competence, performance or attitude of any person engaged by you to perform services to ANZ, you will review with ANZ the person's performance and, on ANZ's reasonable request, you will replace the person with another person acceptable to ANZ. You may only substitute those personnel named or described in any purchase order if ANZ consents in writing.

General

19. Either party may terminate any purchase order by giving the other party at least 30 days' written notice. Following notice of termination, 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 at the date of termination.
20. You must not use ANZ's (or any member of the ANZ group's) trademarks, logos, business names or brand names (whether registered or unregistered) in any way (including in any advertising material or on any website) without the prior written consent of ANZ.
21. You may not assign the purchase order without ANZ's prior written consent (not to be unreasonably withheld).
22. You will not subcontract all or part of your rights or obligations under the purchase order or these terms and conditions except as expressly set out in the purchase order or with the prior written consent of ANZ. You will not be relieved from any of your obligations under the purchase order or these terms and conditions by entering into any subcontract for the performance of any part of the purchase order.
23. You may not make any public announcement (except as required by law or the listing rules of a recognised stock exchange) relating to the terms or existence of the purchase order without the prior written consent of ANZ.
24. No failure of a party to enforce any right under these terms and conditions is a waiver of that right, and no waiver of any breach of these terms and conditions is a waiver of any other or subsequent breach.
25. These terms and conditions are also for the benefit of, and enforceable by, any related company of ANZ.
26. Each party will keep confidential all information (which is of its nature confidential) about the other party, its business, its subsidiaries, related entities or its clients that becomes available in the course of providing or receiving the goods or services, and will protect that information from unauthorised use.
27. In relation to any personal information (as defined in the Privacy Act 2020) that you collect, handle or process as part of performing your obligations, you must comply with the Privacy Act 2020, even if you would not otherwise be bound by such laws.
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 NZD10 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 NZD2 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 NZD10 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;
 - (b) you must comply with ANZ's Supplier Code of Practice published at anz.com and such other ANZ policies as notified to you by ANZ; and
 - (c) in performing your obligations under the 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 your (or your subcontractors') supply chains or business operations.
31. You must comply with any economic and trade sanctions imposed by New Zealand, Australia, the United States, the European Union or any other country (including any sanction that supports a decision or resolution of the United Nations Security Council) applicable to the performance by you of your obligations under the purchase order or these terms and conditions. You acknowledge that ANZ is prohibited from dealing with any supplier which is a sanctioned entity under the laws of any country in which ANZ or ANZ group members operate. ANZ may, acting reasonably, refuse to perform one or more of its obligations under the purchase order or these terms and conditions, if performance of those obligations would cause ANZ or any ANZ group members to breach any law, regulation or other legal prohibition. For the avoidance of doubt, this includes ceasing to deal with you if you are or become, or any person (natural, corporate or governmental) associated with you is or becomes, subject to any sanction imposed by New Zealand, Australia, the European Union or any government, including any sanction that supports a decision or resolution of the United Nations or any part or agency of the United Nations.
32. 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.
33. The following clauses will survive the expiry or termination of the purchase order: 8 (Warranties and Indemnity), 17 (Intellectual Property), 26 (Confidentiality), 28 (Insurance) and 34 (Governing Law).
34. The purchase order and these terms and conditions are governed by, and disputes will be heard under, the law and in courts of New Zealand.