

1. By accepting the Purchase Order issued by ANZ, which these terms and conditions are incorporated into by reference, and/or by supplying the ordered goods or services, you (the legal entity named as the "Supplier" in the Purchase Order) agree that subject only to clause 2, these terms and conditions apply to the supply of the goods and services the subject of the Purchase Order, and prevail over and apply to the exclusion of any other conditions (including those on your correspondence, delivery notes and invoices or any other standard terms and conditions of supply, whether or not notified to ANZ) that purport to modify or amend the legal rights or obligations of the parties or otherwise conflict with the terms of this Agreement will be null and void, having no force or effect, and as between such documents, this Purchase Order shall govern.
2. If you have a written and signed agreement with ANZ that applies to the purchase or supply of the goods or services the subject of the Purchase Order, that agreement, and not these terms and conditions, will apply and is incorporated by reference into the Purchase Order instead of these terms and conditions.
3. If you do not agree with any part of these terms and conditions or the Purchase Order, you must immediately reject the Purchase Order by notifying the ANZ Requestor who placed the Purchase Order and refrain from providing the goods or services the subject of the Purchase Order.
4. The prices listed on the Purchase Order (or attached to it by ANZ at the time of issuance) are firm prices, and can only be varied if ANZ so agrees. All prices will be invoiced and paid in the currency indicated in the Purchase Order, or if no currency is specified, U.S. dollars. The prices are inclusive of all freight, packing, insurance, and delivery charges. All such charges must be detailed separately on each invoice.
5. Unless otherwise stated in the Purchase Order, the prices set out in the Purchase Order are inclusive of all taxes payable on the sale or supply of goods or services ("Taxes") including sales tax. To the extent that any Tax is not included in the prices and ANZ is not entitled to any exemption in relation to that Consumption Tax, ANZ will, subject to you providing a valid tax invoice or other documents required by law, pay you the Tax at the same time ANZ pays for the goods or services. ANZ reserves the right to review the method by which you calculate the Taxes payable. Except for Taxes as described above, all other taxes, stamp duty, other duties, levies and charges payable in relation to the supply of the goods and services are included in the prices. ANZ will be entitled to withhold any taxes that are required by law to be withheld from any payment to be made to you.
6. All documentation relating to the provision of goods or services pursuant to the Purchase Order, including invoices, delivery notes, and labels on the outside of packages, must state the Purchase Order number, the ANZ Requestor, and, where available, serial numbers and asset numbers. Invoices must be valid tax invoices under applicable taxation laws and include your bank account details into which a direct deposit can be made. Invoices which do not meet these criteria are not considered correctly rendered and will not be accepted for payment.
7. ANZ will aim to pay correctly rendered and undisputed invoices within 30 days after their receipt at the billing address specified in the Purchase Order. If ANZ fails to pay an undisputed invoice within this time period, you may send a notice to ANZ requiring payment. You are entitled to invoice ANZ for the goods and services only after they have been delivered or provided in accordance with the requirements of these terms and conditions and the Purchase Order or otherwise in accordance with an invoicing schedule.
8. ANZ paying any invoice does not of itself constitute acceptance of the items to which the invoice and payment relates.
9. You will supply the services and goods as set out in the Purchase Order in accordance with these terms and conditions. All goods and services that you supply must be of satisfactory quality and fit for their intended purpose (and any purpose that ANZ notified to you) and must comply with:
 - (a) any samples provided by you, including, where requested, any previous deliveries;
 - (b) all applicable laws, codes and standards;
 - (c) the manufacturer's published specification; and
 - (d) any other specification or requirement notified by ANZ to you, including any

attached to, or incorporated by reference into, the Purchase Order.

10. You warrant that:
 - (a) you have title to and are authorized to supply the goods, and the goods will be free from all security interests when delivered to ANZ;
 - (b) you have and will maintain all relevant licenses or permits for provision of the goods or services; and
 - (c) the goods or services, and ANZ's use of them, will not infringe any rights of a third person, including any intellectual property rights.
11.
 - (a) 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 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.
 - (b) The rights and remedies set out in clause 11 are non-exclusive and are in addition to the rights and remedies available to ANZ.
 - (c) Nothing in this Purchase Order shall limit liability for personal injury caused by negligence, fraud or breach of the terms .

Clauses 12 to 16 apply where the Purchase Order provides for the supply of goods:

12. 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 ANZ of the goods irrespective of whether payment has already been made.
13. 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 unauthorized tampering 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 6.
14. If ANZ rejects a delivery for cause, you are responsible for collecting and removing the rejected delivery at your cost, and for organizing redelivery of replacement goods. ANZ will not be liable to pay for any delivery which has been rejected by ANZ for cause.
15. ANZ may store delivered goods without inspecting them at the time of delivery, however, such delivery does not affect ANZ's rights or your liability under clause 11 for any goods that are discovered to be non-compliant within a reasonable time after delivery.
16. Where goods must be installed pursuant to the terms of the Purchase Order, you will install them and confirm their proper operation and compliance with these terms and conditions. You must notify the ANZ Requestor when the goods have been installed.

Clauses 17 to 20 apply where the Purchase Order provides for the supply of services:

17. 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 be unacceptable to ANZ, it may terminate the Purchase Order by notice. 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.
18. All intellectual property ("**IP**") that you create in providing the services ordered under the Purchase Order ("**Work Results**") will be owned by ANZ and you irrevocably assign and agree to assign all IP rights attached to Work Results to ANZ on a worldwide basis and for the legal duration of protection of these IP under applicable intellectual property laws. ANZ grants to you a limited, non-exclusive and non-transferable right

- to use Work Results for the period of the performance of the services specified in the Purchase Order for the sole purpose of providing the Products, Deliverables, Documentation and/or Services under the Purchase Order. For all other IP rights, you grant ANZ a perpetual, irrevocable, non-exclusive, worldwide license to exercise all IP rights that are necessary for ANZ and ANZ's affiliates to enjoy the benefit of the services including by sublicensing to third party service providers for the sole purpose of providing services to ANZ and ANZ's affiliates.
19. You will ensure that you (and, where you engage persons to provide services to ANZ, those persons) are properly qualified and adequately experienced, including appropriately qualified, certified, and 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, 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.
 20. If the Purchase Order mandates the use of any subcontractors or personnel for the provision of certain services, you must only use those subcontractors and personnel to provide those services, unless ANZ consents in writing to a replacement. Otherwise, you must not subcontract the performance of any of your obligations under the Purchase Order without ANZ's prior written consent.
 21. ANZ may terminate the Purchase Order at any time, by giving you written notice. In this event, you must cease providing the goods and services the subject of the terminated Purchase Order, and use all reasonable efforts to mitigate your costs and expenses. ANZ will pay for goods and services that have actually been delivered or provided to ANZ as at the date of termination, plus an amount agreed by the parties (acting reasonably and in good faith) to compensate you for any reasonable and substantiated costs that you have incurred as a result of the early termination and which you are unable to avoid or mitigate, provided that such amount does not exceed the amount of fees that would have been payable had the Purchase Order not been terminated. **THIS IS ANZ'S SOLE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR EARLY TERMINATION OF THE PURCHASE ORDER.**
 22. 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 unauthorized use. ANZ may use your confidential information and disclose it (including to third parties) to the extent required or desirable for ANZ to:
 - (a) enjoy the benefits of goods and services that you provide;
 - (b) discharge ANZ's obligations to you; or
 - (c) satisfy ANZ's legal and regulatory obligations.
 23. In relation to any personal information (being any information about an individual whose identity is apparent or can reasonably be ascertained from the information) that you collect, handle or process as part of performing your obligations, you must comply with all applicable data protection and privacy laws that relate to the protection of such personal information, even if you would not otherwise be bound by such laws.
 24. 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.
 25. You must arrange and maintain:
 - (a) a commercial general 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 \$ 15 million (USD); and
 - (b) where services are supplied by you to ANZ, a professional indemnity

- insurance policy which provides cover in respect of any one claim of not less than \$5 million (USD);
- (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 \$ 15 million (USD) million.
26. You:
- (a) acknowledge that ANZ is committed to engaging suppliers whose environmental, ethical and social performance is of high standard; and
 - (b) agree that you must comply with ANZ's Supplier Code of Practice current at the date of the Purchase Order and available at anz.com or as notified to you by ANZ from time to time. If ANZ notifies you of changes to its Supplier Code of Practice during the term of the Purchase Order, and such change has a material adverse impact on you, then at your request, ANZ will enter into good faith discussions with you to endeavor to minimize the impact or compensate you for the adverse impact.
27. You must comply with any economic and trade sanctions imposed by Australia, the United States, the European Union or any country (including any sanction that supports a decision or resolution of the United Nations Security Council) applicable to the performance by the Supplier of its obligations under the Agreement.
- 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 of the 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 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.
28. You will be familiar with and comply with all laws and regulations on bribery, corruption and prohibited business practices. You have not and will not, for the purpose of influencing or inducing anyone to influence decisions in favour of ANZ or its controlled entities, 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
29. In performing your obligations under this agreement, you must comply with all applicable modern slavery laws, statutes, regulations and codes from time to time in force; and take reasonable steps to ensure that there is no modern slavery or human trafficking in your or your subcontractors' supply chains or business operations.
30. The Purchase Order and any dispute or claim (including any non-contractual disputes or claims) arising under or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of New York. Each party irrevocably agrees that the federal and state courts located in New York, New York shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual disputes or claims) arising under or in connection with the Purchase Order or its subject matter or formation. The UN Convention on Contracts for the International Sale of Goods of 11 April 1980 is excluded.