STANDARD TERMS AND CONDITIONS OF PURCHASE FOR GOODS AND SERVICES

1 Definitions and Interpretations

1.1 In these Conditions unless the context otherwise requires:

"Applicable Law" means all national, supranational, foreign or local laws (including case law), legislation, statutes, statutory instruments, rules, regulations, edicts, by-laws or directions or guidance from government or governmental agencies including any rules, regulations, guidelines or other requirements of relevant regulatory authorities which have the force of law together with any industry codes of practice in effect from time to time;

"**Business Day**" means any day which is not a Saturday, Sunday or a bank or public holiday in any part of New Zealand;

"Change of Control" means that a person who had Controlled any person ceases to do so, or another person acquires Control of such a person;

"**Conditions**" means a section of these terms and conditions of purchase for goods and services;

"**Confidential Information**" means the provisions of the Contract and all information which is secret or otherwise not publically available (in both cases in its entirety or in part) including commercial, financial, marketing or technical information or data, know-how, processes of production and technology, trade secrets, software or business methods supplied by the Customer to the Supplier in all cases whether disclosed orally or in writing before or after the date of the Contract, together with any reproductions of such information in any form or medium or any part(s) of such information (and "**confidential**" means that the information, either in its entirety or in the precise configuration or assembly of its components, is not publically available);

"**Contract**" means any contract between the Customer and Supplier for the purchase of Goods and/or Services pursuant to an Order incorporating these Conditions;

"**Control**" means that a person possesses, directly or indirectly, the power to direct or cause the direction of the affairs and policies of the other person (whether through the ownership of share capital, possession of voting power, ability to appoint directors, contract or otherwise) and "**Controls**" and "**Controlled**" shall be interpreted accordingly;

"**Customer**" means the entity identified as the purchaser of the Goods and/or Services in the Order and which is an entity within the Group of RFD New Zealand Limited (a company registered in New Zealand with organisation number 15080 and whose registered office is at 5 Lockhart Place, Mount Wellington, Auckland 1060, New Zealand);

"**Customer Materials**" means any materials, equipment, tools, drawings, blueprints, special dyes, patterns, Specifications, technical data of any nature supplied by the Customer to the Supplier in relation to an Order;

"**Export Controls and Sanctions Laws**" means any applicable export control, trade or economic sanctions, embargo or similar laws, regulations, rules, licences, orders or requirements including without limitation those of New Zealand, the U.S. and the EU;

"**Goods**" means the goods (including any part or parts of them) which the Supplier is to provide to the Customer pursuant to the Order in accordance with these Conditions;

"**Group**" means in relation to any company, that company and every subsidiary or holding company of that company or a subsidiary or holding company of any such subsidiary or holding company (in each case from time to time);

"**GST**" means Goods and Services tax charged in accordance with the Goods and Services Tax (GST) Act 1985 (as amended).

"Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce 2020;

"**Intellectual Property**" means any patent, copyright, right in databases, moral right, right in design, right in software, trademark, service mark or trade name, image right, right in an invention, right relating to passing off, domain name, know-how, utility model, and all similar or equivalent rights in each case whether registered or not including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in New Zealand, the United Kingdom and all other countries in the world;

"**Maintained Materials**" means any Goods (including but not limited to equipment, tools and dyes) purchased by the Customer from the Supplier which are to be stored by the Supplier at its premises for use in the manufacture of any Goods or the provision of any Services required under an Order. As and when the Customer requires the Supplier to hold any Goods as maintained materials this will be communicated to the Supplier by way of the relevant Order or separately;

"**Order**" means any order from the Customer to the Supplier for the supply of Goods or Services

in such form as the Customer may determine from time to time;

"**Services**" means the services which the Supplier is to provide to the Customer pursuant to the Order in accordance with these Conditions;

"**Specification**" means the Customer's specifications or stipulations for the Goods and/or Services notified in writing to the Supplier;

"**Supplier**" means the person, firm or company to whom the Order is addressed; and

1.2 Drafting Conventions

(a) References to a gender include every gender, reference to persons includes an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity and reference to the singular include the plural and vice versa as the context admits or requires.

(b) Headings to Conditions are for ease of reference only and shall not affect the interpretation or construction of these Conditions.

(c) References to any statute or statutory provision shall be deemed to include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the date of the Contract.

(d) The words "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

2 Basis of Contract

2.1 Subject to any variation under Condition 2.2, the Contract will be subject to these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Supplier purports to apply under any quotation, Order acknowledgement or any other document issued by the Supplier).

2.2 Each Order is an offer made by the Customer to the Supplier to purchase Goods and/or Services subject to these Conditions and the Contract shall come into effect upon acceptance of the Order by the Supplier, or (if earlier) the Supplier commencing performance of the Services, manufacture of the Goods, their appropriation to Customer's order or despatch of the Goods to the Customer or by way of any other act by the Supplier consistent with fulfilling the Order. Unless previously withdrawn by the Customer, Orders shall be deemed accepted if not rejected by the Supplier by notice in writing within seven (7) days of their date.

2.3 No Order shall be capable of acceptance by the Supplier unless it is in writing.

3 Delivery

3.1 Delivery of the Goods shall take place strictly in accordance with the Customer's delivery instructions, whether given in the Order or separately. Where no delivery instructions are given, delivery shall be Delivered Duty Paid (DDP) Incoterms 2020. Each delivery must be clearly marked in accordance with the Specification and/or the Order.

3.2 Time of delivery is of the essence of the Contract. The Customer shall be under no obligation to accept delivery of the Goods before the specified delivery time but reserves the right to do so.

3.3 The Customer shall have the right to change its delivery instructions at any time on giving 14 days' notice to the Supplier.

3.4 A note quoting the Order number shall accompany the Goods together with a certificate of the Supplier confirming the conformance of the Goods with the Specification. Without prejudice to the Supplier's obligation to supply the Goods specified on the Order, if the Supplier becomes aware that the Goods (or part thereof) may become unavailable, delisted or out of stock at any time prior to delivery, the Supplier shall promptly notify the Customer of such fact.

3.5 The Customer shall not be obliged to accept quantities of the Goods which vary from those specified in the Specification or the Order.

3.6 The Customer shall not be obliged to accept delivery of the Goods in instalments unless expressly agreed in an Order. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all shall entitle the Customer to the remedies set out at Condition 8.3.

3.7 The Goods will be properly packed and secured in such a manner as to reach their destination undamaged and in good condition. The Customer shall not be

obliged to return to the Supplier any packaging materials for the Goods.

4 Acceptance

4.1 The Customer shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect and test them following delivery or after any latent defect has become apparent. For the avoidance of doubt no inspection or testing by the Customer whether before or after delivery of the Goods nor the signing of any delivery note or other document acknowledging physical receipt of any Goods shall be deemed to constitute or evidence acceptance or approval of the Goods for the purposes of the Sale of Goods Act 1979 (as amended, revoked or replaced from time to time) nor be deemed a waiver of the Customer's rights either to cancel or return all or any part thereof where the Goods are found to be defective or not in accordance with the Contract, Order and/or Specification.

4.2 The Supplier shall promptly keep the Customer informed of any matter of which it is or reasonably should, as supplier of the Goods, be aware relating to the storage, transportation, handling, assembly or use of the Goods by the Customer (including any Applicable Law or advice from responsible or professional or legal bodies in respect of raw materials used in the manufacture of the Goods) and the actions it has taken or proposes to take and those that the Customer should take in relation to such matters.

5 Title and Risk

5.1 The Goods shall be at the risk of the Supplier until they are delivered in accordance with the Contract when, without prejudice to any right of rejection which the Customer may have under the Contract or by law, title to and risk in the Goods shall pass to the Customer, provided that if the Customer pays for the Goods prior to delivery, title to the Goods shall pass to the Customer when payment is made. For the avoidance of doubt, title in any Maintained Materials shall pass to the Customer on payment, but risk in such items shall remain with the Supplier until they are delivered to the Customer at the Customer's request in accordance with Condition 13.5 below.

6 Provision of Services

6.1 If the Contract is for or includes Services to be performed by the Supplier then, the Supplier undertakes, represents and warrants to the Customer that the Supplier shall:

(a) co-operate with the Customer in all matters relating to the Services and comply with all reasonable instructions and guidelines issued by the Customer from time to time;

(b) carry out the Services strictly in accordance with the Order and the Specification;

(c) ensure that any deliverables shall be fit for any purpose expressly or impliedly made know to the Supplier by the Customer;

(d) ensure the Services are performed by appropriately qualified and trained personnel capable of providing the applicable Services in respect of which they are engaged;

(e) use all reasonable endeavours to ensure continuity of the personnel who provide the Services;

(f) ensure the Services are carried out with a high level of care and skill as would be expected of an expert provider of the Services;

(g) use the best quality goods, material, standards and techniques and ensure that any deliverables or goods and materials supplied or used in the Services or transferred to the Customer will be free from defects in workmanship, installation and design;

(h) provide all equipment, tools and vehicles and such other items as are required to provide the Services, other than where the Supplier has been directed to use Maintained Materials or provided with any Customer Materials, in which case it shall use such Maintained Materials or Customer Materials as directed by the Customer in order to provide the Services;

(i) ensure the Services are carried in accordance with all Applicable Laws, regulations and codes of practice and in a safe and efficient manner; and

(j) ensure the Services are provided so as to meet any dates set out in the Order. Time of performance of the Services is of the essence of the Contract.

7 Prices and Payment

7.1 The price of the Goods and/or Services shall be stated in the Order. The price shall be inclusive of all packaging, packing, labelling, insurance, delivery, import or custom duties, installation costs and all

other costs incurred by the Supplier in relation to the Goods and their delivery unless otherwise specified in the Order.

7.2 All sums payable under the Contract are exclusive of GST which shall be added if appropriate at the rate prevailing at the relevant tax point but inclusive of any other applicable tax or duty payable upon such sums.

7.3 Invoices shall be in such form as the Customer specifies from time to time and shall be addressed to the Accounts Department at the address for the Customer set out in the Order or as otherwise notified in writing by the Customer. The Customer's Order number shall be quoted clearly on each invoice and on all invoice correspondence.

7.4 Unless otherwise stated in the Order, the Customer shall pay the price of the Goods or Services within 60 days of receipt by the Customer of a valid invoice issued in accordance with Condition 7.3.

7.5 In the event that the Customer fails to pay the price of the Goods on the relevant due date pursuant to Condition 7.4 above, the Supplier may charge the Customer interest on any undisputed outstanding amount calculated on a daily basis at the rate of two per cent (2%) per annum above the base rate of Barclays Bank plc and the parties acknowledge that such sum is a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.

7.6 If any sums are due to the Customer from the Supplier, then the Customer shall be entitled to exercise the right to set-off such sums against any payments due to the Supplier from the Customer under or in relation to this or any other Contract or any agreement which is or has been entered into between the Supplier and a member of the Customer Group. The Supplier shall not be entitled to apply any amount due to the Customer under the Contract in or towards payment of any sum owing by the Customer to the Supplier in relation to any matter whatsoever.

7.7 If:

(a) the Customer rejects, cancels or returns any of the Goods or any part of the Goods pursuant to Condition 8.3 of these Conditions; and

(b) the Customer has already paid for such Goods or part of such Goods pursuant to Condition 7.4,

then, at the Customer's sole discretion, either:

(i) the Supplier shall within seven (7) days of the Customer sending written notice to the Supplier, repay to the Customer any sums paid pursuant to Condition 7.7(b) (together with any additional expenditure over and above the price specified in the Order reasonably incurred by the Customer in obtaining other goods in replacement of any rejected Goods; or

(ii) the Customer shall have the right to offset any sums paid pursuant to Condition 7.7(b) in accordance with Condition 7.6.

8 Warranties

8.1 The Supplier undertakes, represents and warrants to the Customer that the Goods and their packaging and labelling shall:

(a) be accompanied with accurate, complete and comprehensible instructions for the treatment, assembly, use and/or storage of the Goods;

(b) conform to the Specification and with any instructions of the Customer, and shall otherwise meet the requirements of the Order and this Contract;

(c) be of satisfactory quality, free from defects in materials and workmanship and fit for their intended purpose (whether such purpose is implied or expressly stated in the Specification, Order or Contract);

(d) be free from design and other inherent defects (save to the extent that the Goods have been supplied in accordance with designs of the Customer);

(e) not infringe the Intellectual Property or other rights of any third party;

(f) comply with all Applicable Law (including, where relevant, 8.1(j) and 8.1(k) below);

(g) conform strictly as to quality, quantity and description with any samples provided by the Supplier for the purpose of supply of Goods of that type;

(h) comply with any Customer requirements as to development or testing;

(i) be properly and legally classified, marked and labelled and include appropriate instructions and warnings and addresses (all in the English language) as required by Applicable Law and/or as per any Customer requirements;

(j) Where relevant, be wheelmarked in accordance with the terms of approval under the EC Marine Equipment Directive;

(k) Where relevant, be marked with applicable civil aviation approval references e.g. CAA TSO approval numbers, in accordance with civil airworthiness regulations; and

(l) Be a genuine product and not be counterfeit (in whole and in part).

8.2 The Supplier shall use its best endeavours to transfer or assign to the Customer or otherwise obtain for the benefit of the Customer any guarantee, warranty or other confirmation of quality, title or fitness for purpose given by any manufacturer of the Goods in respect of the Goods (or part thereof) to the extent that the same is capable of such transfer or assignment to the Customer or otherwise providing such benefit for the Customer.

8.3 Where there is any breach of the Supplier's warranty in Condition 6.1 or Condition 8.1 above or if any obligation, warranty or requirement imposed by, given or stated in the Contract in respect of the Goods or Services is not complied with, or the Goods or any instalment of the Goods are not delivered at the specified time or the Goods delivered are damaged the Customer shall be entitled, at its sole discretion without liability to the Supplier (arising out of such action) and without prejudice to any other right or remedy the Customer may have, to take one or more of the following actions:

(a) cancel the Contract and treat the Contract as having never been entered into by the Supplier; and/or

(b) reject the relevant Goods (in whole or in part) and any Goods already delivered which cannot be effectively and commercially used by reason of the non delivery of any undelivered Goods; and/or

(c) refuse to accept any subsequent delivery of the Goods; and/or

(d) recover from the Supplier any costs reasonably incurred by the Customer in obtaining substitute goods or services from another supplier; and/or

(e) require the Supplier at its sole cost to replace, repair the Goods or carry out such work as is necessary within 14 days so that the Goods conform to the Contract, Order and Specification; and/or

(f) require the Supplier at its sole cost to re-execute the Services in accordance with the Contract, Order and Specification within 7 days; and/or

(g) treat this Contract as discharged by the Supplier's breach and:

(i) delay payment of the price for the Goods and Services until the requirements of this Contract, Order and any Specification are entirely fulfilled,

(ii) refuse to make payment of the price of the Goods or Services; or

(iii) require the repayment of any part of the price of the Goods or Services which the Customer has paid (including any interest that may have been paid pursuant to Condition 7.5) whether or not the Customer has previously required the Supplier to repair the Goods, supply any replacement Goods or re-execute the Services; and/or

(h) claim such damages (including any liquidated damages levied against the Customer) as may have been incurred by the Customer as a result of the Supplier's breach of the Contract.

8.4 If the Customer claims that an Order has not been fulfilled or has been incorrectly fulfilled the Supplier shall be deemed to accept the validity of the claim unless it serves written notice on the Customer disputing the said claim and stating the reasons for its dispute within 7 (seven) days of the date of the said claim.

8.5 If the Customer exercises any right under these Conditions the Customer may at its absolute discretion require the Supplier to collect the relevant Goods forthwith or return the Goods to the Supplier at the Supplier's cost.

8.6 The Customer's rights under these Conditions are in addition to any statutory remedies available to the Customer. If

there is any conflict between these Conditions and any terms, warranties or conditions implied by any law, statute, and regulation or otherwise, these Conditions shall take precedence.

8.7 These Conditions shall extend to any re-executed services and/or repaired or replacement goods supplied by the Supplier.

9 Product Recall and Discontinuation

9.1 The Supplier shall immediately notify the Customer in writing providing all relevant details if it discovers that there is:

(a) any defect in the Goods which have been delivered to the Customer at any time; or

(b) any error or omission in the instructions for the use and/or assembly of the Goods,

(whether or not any such defect, error or omission represents a breach of the warranty in Condition 8.1 or any other Condition) which causes or may cause any risk of death, injury or damage to property.

9.2 The Customer may at its discretion and at the Supplier's sole cost:

(a) recall any Goods or any other products into which the Goods have been incorporated already sold by the Customer to its customers (whether for a refund, credit or replacement; and/or

(b) issue any notification whether in writing or otherwise to its customers about the manner of use or operation of any Goods or any other products into which the Goods have been incorporated already sold by the Customer to its customers;

in each case on the basis of the identification whether by the Customer, its customers or any third party of any defect in the relevant Goods or any error or omission in the instructions for their use or assembly (whether or not that defect, error or omission represents a breach of the warranty in Condition 8.1 above or any other Condition) which the Customer reasonably concludes affects or may affect any of the Goods supplied which causes or may cause any risk of death, injury or damage to property.

9.3 In the event that the Supplier intends to discontinue the manufacture or supply of any Products the Supplier shall:

(a) provide the Customer at least twenty-four (24) months' written notice; and

(b) use all reasonable efforts to provide the Customer with a suitable replacement Product. Such replacements must meet the same or higher specifications, quality standards, and performance requirements as the discontinued Products as approved by the Customer.

9.4 Failure to provide the required notice under Clause 9.3(a) or to offer a suitable replacement product or service under Clause 9.3(b) shall constitute a material breach of this Agreement. In such cases, the Customer reserves the right to:

(a) terminate this Agreement or any related Purchase Orders immediately upon written notice; and

(b) seek recovery of any additional costs incurred in sourcing replacement products or services from alternative suppliers.

The Supplier shall provide reasonable transition support to the Customer, including but not limited to technical assistance, data transfer, or licensing arrangements, to mitigate any disruption caused by the discontinuation.

10 Indemnity

10.1 The Supplier acknowledges that the Customer places particular reliance upon the Contract and in addition to any other remedy available to the Customer, the Supplier irrevocably and unconditionally agrees to indemnify, defend and hold harmless the Customer, members of the Customer's Group and their respective directors, officers, employees, sub-contractors and agents (who shall have no duty to mitigate any loss) in full and on demand against all direct or indirect liabilities, claims, demands, actions, proceedings and all direct and indirect damages, losses, costs, interest, penalties and expenses (including legal and other professional advisers' fees) made against or incurred or suffered by any of them and whether wholly or in part resulting directly or indirectly from the matters listed below whether or not such losses or the consequences of the matters listed below were foreseeable at the date of the Contract:

(a) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods and/or Services, to the extent that the defect in the Goods and/or Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

(b) any claims that the Goods or Services infringe the Intellectual Property of any third party by reason of the use, purchase or sale by the Customer of the Goods including any royalties being payable to any third party (save to the extent that the Goods or Services have been supplied in accordance with the Specification or designs of the Customer);

(c) any breach of the Contract by the Supplier, its employees, agents or sub-contractors or any act or omission by any of them including any delays and any costs or liabilities incurred by the Customer in having to cancel any Order as a result of any such breach, act or omission or any other warranty or condition concerning the Goods or Services whether express or implied by statute or otherwise;

(d) any liability being incurred under the Consumer Protection Act 1987 (as amended, revoked or replaced from time to time) in respect of the Goods or as a result of any recall of any Goods already sold by the Customer to its customers under Condition 9 above; and

(e) any termination of the Contract pursuant to Condition 14.

10.2 The Supplier shall provide all facilities, assistance and advice required by the Customer or its insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Supplier's performance, or purported performance of, or failure to perform, the Contract.

11 Insurance

11.1 The Supplier shall, at its own cost, effect and keep in place with reputable insurers such insurance policies as are appropriate and adequate having regard to its obligations and liabilities under the Contract including, but not limited to, public liability insurance (or local equivalent) with a minimum level of £1,000,000 per claim and employer's liability insurance (or local equivalent) with a minimum of £1,000,000 per claim. The Supplier shall on the written request of the Customer from time to time provide the Customer with reasonable details of the insurance maintained in force in accordance with this Condition, and, on the renewal of each policy, the Supplier shall send a copy of the premium receipt to the Customer when requested to do so in writing by the Customer. The Supplier shall do nothing to invalidate any of the policies maintained in force in accordance with this Condition.

12 Confidentiality

12.1 The Supplier shall keep and procure to be kept secret and confidential all Confidential Information belonging to the Customer disclosed or obtained as a result of the relationship of the parties under the Contract and shall not use nor disclose the same save for the purposes of the proper performance of the Contract or with the prior written consent of the Customer.

12.2 The Supplier may disclose Confidential Information belonging to the Customer to an employee, consultant or agent of the Supplier to the extent necessary for the performance of the Contract provided that such disclosure is subject to obligations equivalent to those set out in these Conditions. The Supplier shall procure that any such employee, consultant or agent complies with such obligations. The Supplier shall be responsible to the Customer in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.

12.3 The obligations of confidentiality in this Condition 12 do not extend to any Confidential Information which the Supplier can show:

(a) is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under the Contract; or

(b) was in its written records prior to the date of the Contract and not subject to any confidentiality obligations; or

(c) was or is independently disclosed to it by a third party entitled to disclose the same; or

(d) the parties agree in writing is not Confidential Information or may be disclosed; or

(e) is required to be disclosed under any Applicable Law, or by order of a court or governmental body or authority of competent jurisdiction.

12.4 The provision of any Confidential Information to the Supplier under the Contract shall not constitute a licence for the Supplier to use the Confidential Information for any purpose other than that for which the Confidential Information is provided to the Supplier.

13 Customer Materials, Maintained Materials and Intellectual Property

13.1 All Customer Materials supplied or disclosed by the Customer to the Supplier shall:

(a) be treated by the Supplier as confidential between the Customer and the Supplier;

(b) not be supplied or disclosed by the Supplier to any third party without the prior written consent of the Customer; and

(c) not be copied or reproduced in any manner by the Supplier without the prior written consent of the Customer.

13.2 All Customer Materials and Maintained Materials shall:

(a) only be used for the purposes of this Contract and shall not be used by the Supplier for or in connection with the manufacture or production of any material or goods other than as are to be manufactured or supplied to the Customer pursuant to an Order; and

(b) remain the sole property of the Customer at all times, together with all copies (if applicable), all of which shall be returned and/or delivered by the Supplier to the Customer immediately or dealt with as the Customer may direct upon written demand from Customer.

13.3 The Supplier shall keep the Customer fully updated as to the condition and level of any Customer Materials and Maintained Materials and shall inform the Customer if any of the same are in poor condition, are close to running out or are in need of replacement.

13.4 All Customer Materials and Maintained Materials whilst in the Supplier's possession shall:

(a) be kept and maintained in good condition;

(b) be held for by the Supplier for the Customer on a fiduciary basis as the Customer's bailee, with the Supplier taking full risk for the Customer Materials and the Maintained Materials;

(c) be stored separately from all other materials or goods held by the Supplier so that they remain readily identifiable as the Customer Materials or Maintained Materials;

(d) not be defaced so as to remove any identifying mark or packaging on or relating to the Customer (if applicable);

(e) be kept insured against all risks for their full value; and

(f) be fully replaced by the Supplier at the Supplier's cost should they or any part of them be damaged, broken or lost by the Supplier or any of its employees, agents or subcontractors.

13.5 On termination of any Order or if the Customer reasonably believes that any of the events specified in Condition 14.1(a) to (h) below has occurred or is about to occur then the Customer may demand the Supplier return any Customer Materials or deliver any Maintained Materials to the Customer and if the Supplier fails to do so promptly, the Customer shall be entitled to enter any land or buildings on or in which such Customer Materials or Maintained Materials may be or is reasonably thought to be in order to recover them.

13.6 Any and all Intellectual Property in the Customer Materials and/or created or acquired in the course of or as a result of any work carried out by the Supplier under or in pursuance of the Contract (including Maintained Materials created or acquired as a result of such work) shall from the date of their creation or acquisition by the Supplier belong exclusively, throughout the world, to the Customer. To the extent that any such Intellectual Property remains vested in the Supplier by operation of law, the Supplier hereby assigns with full title guarantee to the Customer all such Intellectual Property upon creation and in perpetuity save that, in the case of moral rights which cannot be assigned, the Supplier shall instead waive or, as applicable, procure the waiver of any such moral rights in any work carried out by the Supplier under or in pursuance of the Contract.

13.7 The Supplier shall grant or procure the grant of an appropriate licence or sub-licence to the Customer at no extra cost, of any third party Intellectual Property that is or may be incorporated or utilised in any work done by the Supplier for the Customer under the Contract to enable the Customer to make full use of any Goods or Services provided to the Customer under the Contract (including enabling the Customer to repair, update and maintain the Goods, and to sell the Goods or any part of the Goods to the Customer's own customers).

13.8 The Supplier hereby agrees and undertakes promptly at the request of the Customer, but at its own cost, to do all such acts or deeds and execute all such documents as may be required by the Customer to give effect to the provisions and intentions of this Condition 13.

14 Termination

14.1 The Customer may, as it thinks fit, and by notice in writing (without prejudice to any other rights or remedies it may have against the Supplier) immediately suspend further

performance of the Contract or cancel any outstanding provisions of the Services or delivery of the Goods or stop any Goods in transit or by notice in writing to the Supplier terminate the Contract without liability to the Supplier if any one or more of the following events happens:

(a) the Supplier commits a material breach of any of its obligations under the Contract which is incapable of remedy;

(b) the Supplier fails to remedy (where it is capable of remedy) or persists in continuing any breach of any of its obligations under the Contract after having been required in writing to remedy or desist from such breach within a period of 14 days;

(c) the Supplier offers to make any arrangements with or for the benefit of the creditors of the Supplier or there is presented in relation to the Supplier a petition of bankruptcy; or

(d) any of the following occur:

(i) the Supplier is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or

(ii) the Supplier calls a meeting for the purpose of passing a resolution to wind it up, or such a resolution is passed; or

(iii) the Supplier presents, or has presented, a petition for a winding up order; or

(iv) an application to appoint an administrator is made in respect of the Supplier or a notice of intention to appoint an administrator is filed in respect of the Supplier; or

(v) any other steps are taken by the Supplier or any other person to appoint an administrator over the Supplier; or

(vi) the Supplier has an administrator, administrative receiver, or receiver appointed over all or any part of its business, undertaking, property or assets or a person becomes entitled to appoint an administrative receiver or receiver over such assets; or

(vii) the Supplier takes any steps in connection with proposing a company voluntary arrangement or a company voluntary arrangement is passed in relation to it;

(viii) the Supplier has any distress, execution or sequestration or other such process levied or enforced on any of its assets which is not discharged within 14 days of being levied.

(e) the Supplier ceases, or threatens to crease, to carry on business; or

(f) a secured lender to the Supplier takes any steps to obtain possession of the property on which it has security or otherwise to enforce its security;

(g) the Supplier suffers or undergoes any procedure analogous to any of those specified in Conditions 14.1(c) to 14.1(f) inclusive above or any other procedure available in the country in which the Supplier is constituted, established or domiciled against or to an insolvent debtor or available to the creditors of such a debtor;

(h) the Supplier undergoes a Change of Control;

(i) the Customer reasonably believes that any of the events specified in Condition 14.1(a) to (h) above is about to occur in relation to the Supplier; and/or

(j) any warranty given in Condition 8 of this Contract is found to be untrue or misleading.

14.2 The termination of the Contract shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.

14.3 Upon termination of the Contract for any reason whatsoever:

(a) (subject to Condition 14.2 above) the relationship of the parties shall cease save as (and to the extent) expressly provided for in this Condition 14.3;

(b) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect; and

(c) the Supplier shall immediately return to the Customer (or if the Customer so requests by notice in writing, destroy) all of the Customer Materials, Maintained Materials and any other Customer property in its possession at the date of termination including all Confidential Information, together with all copies of such Confidential Information and shall certify that it has done so, and shall make no further use of such Confidential Information.

15 Assignment, Sub-Contracting and Third Party Rights

15.1 The Customer reserves the right to perform any of its obligations or exercise any of its rights under the Contract through any entity within the Customer Group provided that any act or omission of any such other entity within the Customer Group shall be deemed to be the act or omission of the Customer.

15.2 The Contract is personal to the Supplier. The Supplier shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without the prior written consent of the Customer.

15.3 The Customer may assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract at any time without the prior written consent of the Supplier.

15.4 Save for any entity within the Customer Group (as described in Condition 15.1 above) no person who is not a party to the Contract (including any employee, officer, agent, representative or subcontractor of either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any part of the Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this Condition 15.4 provided always that the Customer and the Supplier may rescind, vary or terminate the Contract without the consent of any of the entities within the Customer Group.

16 Record Keeping and Audit Rights

16.1 The Supplier shall permit the Customer and nominated third parties to access the facilities from which the Supplier provides the Goods and/or Services on written notice as may be reasonably required in order to:

a) fulfil any request by any regulator and/or ensure compliance with any Applicable Law or other legal or regulatory requirements to which the Customer or any member of the Customer Group is subject;
b) identify suspected fraud or bribes; and
c) verify that the Goods and/or Services have been or are being supplied in accordance with the Contract.

17 Notices

17.1 All notices between the parties under a Contract must be in writing and delivered by hand, email or sent by pre-paid first class post or prepaid international air postal service:

(a) (in case of notices to the Customer) to its registered office or such other address as shall be notified to the Supplier by the Customer in writing; or
(b) (in the case of the notices to the Supplier) to the registered office of the Supplier (if it is a company) or (in any other case) to any address of the Supplier set out in any document which forms part of the Contract or such other address as shall be notified to the Customer by the Supplier in writing.

17.2 Notices shall be deemed to have been received:

(a) if sent by pre-paid first class post domestic delivery service, two (2) Business Days after posting;
(b) if sent by pre-paid international air postal service, five (5) Business Days after posting;
(c) if delivered by hand, on the day of delivery provided delivery is between 9.00am and 5.00pm on a Business Day and in all other circumstances the first Business Day after delivery;
(d) if sent by email at the time of transmission.

17.3 To prove service of any notice delivered by:

(a) delivered by hand it shall be sufficient to show that the same was properly addressed and delivered in the manner set out in this Condition 17;
(b) sent by pre-paid first class post or prepaid international air postal service it shall be sufficient to show that the same was properly addressed, pre-paid and posted in the manner set out in this Condition 17
(c) sent by email it shall be sufficient to show that it was sent to the correct email address without any error notice being received.

18 Quality Assurance

18.1 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations in accordance with all Applicable Law and the Contract in respect of the Goods and/or Services and will provide evidence of the same to the Customer upon written request by the Customer.

18.2 The Supplier shall supply free of charge to the Customer any applicable conformity certificates or other quality control or regulatory documents including on request test certificates/reports as required by any Applicable Law, as set out in the Order and/or Specification and any further documents and assistance in relation to the same as the Customer reasonably requires. The Supplier shall retain all supporting documentation in accordance with the requirements of Applicable Law.

18.3 Supplier shall supply free of charge to the Customer any applicable service bulletin, notice or maintenance instruction applicable to the safe use, installation or safety of the Goods including any such bulletin, instruction or notice required by Applicable Law and shall ensure the Customer is in possession of the latest issue of such information at all times.

18.4 Specifications for materials referred to in an Order are deemed to refer to the latest issues of specifications, drawings and other technical documents. It is the responsibility of the Supplier to ensure that the Goods and/or Services supplied are in conformity with the latest documents issued.

18.6 All rubber products shall be identified and packaged in accordance with BS ISO 2230:2002. Unless otherwise specified in the purchase order individual packaging of items is not required. All rubber parts shall be indelibly marked with: i) Part number ii) Polymer Group iii) Cure date iv) Manufacturers batch number or similar means of production identification.

18.5 In the event that a Supplier uses Authority Media Application (AAM) as a standard part of its process (examples of AAM include but are not limited to APPROVAL STAMPS and ELECTRONIC SIGNATURES) the Supplier must adequately control usage and assess compliance through internal audits and training.

19 Data Protection

19.1 For the purpose of this Condition 19, "**Data Protection Laws**" shall mean the regulations or instruments and any other data protection laws, regulations, regulatory requirements, guidance and codes of practice applicable to the Supplier's provision of the Goods and/or Services, including but not limited to the Privacy Act 2020 and the UK Data Protection Act 2018.

19.2 When the Supplier collects and processes any personal data of Customer under the Contract, the Supplier shall do so as data controller. The Supplier shall comply with all the requirements of the Data Protection Laws applicable to data controllers in connection with the Contract.

20 Export Terms

20.1 The Supplier shall notify the Customer in writing at the time the Contract is formed, as well as when any changes occur or subsequent information is received by the Supplier to stipulate that the Goods (or any part thereof) are subject to Export Controls and Sanctions Laws or require a licence or any other authorisation in order to import or export pursuant to Export Controls and Sanctions Laws.

20.2 The Supplier and the Customer shall comply with all Export Controls and Sanctions Laws and shall not do anything which would cause the other party to be in breach of Export Controls and Sanctions Laws.

20.3 The Customer shall not be obliged to perform any obligation under the Contract and shall have the right to terminate the Contract, without being liable for any damages or costs of any kind, if in its sole discretion it determines that such performance in full or in part would be in violation (including as a result of a delay in or refusal of any required licence) of any Export Controls and Sanctions Laws

21 Compliance

21.1 Anti-Bribery

The Supplier shall:

(a) comply with all Applicable Law, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Crimes Act 1961, the Secret Commissions Act 1910, the US Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010 (as amended, revoked and replaced);

(b) not engage in any activity, practice or conduct which would constitute an offence under such Acts set out in Condition 21.1(a) or any other anti-corruption legislation;

(c) have and maintain in place throughout the term of any Contract its own policies and procedures, including but not limited to adequate procedures under the

Bribery Act 2010, to ensure compliance with any anti-bribery legislation; and

(d) enforce the policies and procedures described in Condition 21.1(c).

21.2 Modern Slavery

The Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Crimes Act 1961 and the UK Modern Slavery Act 2015 and will not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the UK Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK.

21.3 Tax

The Supplier represents and warrants that it shall comply with all applicable taxation laws and shall not commit an offence of cheating the public revenue or an offence consisting of being knowingly concerned in, or in taking steps with a view to, the fraudulent evasion of a tax by itself or any other person.

22 General

22.1 Nothing in the Contract shall exclude or limit either party's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation.

22.2 The Supplier shall not exercise any right of lien, general or otherwise and howsoever arising, over any Goods or any other property of the Customer in the Supplier's possession, in respect of any sums owed by the Customer to the Supplier under the Contract or otherwise.

22.3 The Contract is entered into in the English language and all amendments to the Contract, all correspondence concerning or relating to the Contract and all notices given and all documentation to be delivered by either party to the other under these Conditions shall be in writing in the English language or shall be accompanied by an English translation prepared by such person or body as the Customer shall have approved in writing in advance.

22.4 Nothing in the Contract shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties and no employee of the Supplier shall be deemed to be or have become an employee of the Customer.

22.5 No amendment or variation to the Contract shall be effective unless it is in writing, refers specifically to the Contract and is signed by a duly authorised representative of each of the parties to the Contract.

22.6 The waiver by either party of any breach of the Contract shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision. Any waiver of any breach of these Conditions shall be in writing.

22.7 If at any time any part of the Contract is held to be or becomes void or otherwise unenforceable for any reason under any Applicable Law, the same shall be deemed omitted from the Contract and the validity and/or enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired as a result of that omission.

23 Law and Jurisdiction

23.1 The Contract, these Conditions and any issues, disputes or claims arising out of or in connection with them (whether contractual or non-contractual in nature, such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by and be construed in accordance with the laws of New Zealand.

23.2 The parties agree to submit any dispute or claim arising out of or in connection with the Contract to the exclusive jurisdiction of the courts of New Zealand.

23.3 The parties agree that the United Nations Convention on Contracts for the International Sale of Goods 1980 (Vienna Convention) shall not apply to the Contract.