

Standard Terms and Conditions of Trade

INTRODUCTION

These Terms apply to all supplies of Goods and/or Services (but excluding supplies of fruit, flowers and other fresh produce – which are subject to different terms and conditions) by any person to any member of the T&G Global Group (defined below).

1. INTERPRETATION

1.1 In these Terms unless the context otherwise requires:

“**Confidential Information**” means, in relation to a party, information relating to business affairs, trade secrets, know-how (including drawings, patterns, gauges, samples, and specifications) of the party (including the fact that any Order exists) or information which might reasonably be expected by virtue of its content or the context of its disclosure to be confidential in nature.

“**Delivery**” means the delivery or performance (as applicable) of the Goods and/or Services in good order and condition to, or in a manner to T&G’s satisfaction at, location(s) nominated by T&G, and in each case, such delivery or performance (as the case may be) to be in accordance with these Terms. “**Deliver**” has a corresponding meaning.

“**Intellectual Property**” means copyright, all rights in relation to inventions (including patents), registered and unregistered trade marks, registered and unregistered designs, circuit layouts and confidential information, and all other rights anywhere in the world resulting from intellectual activity.

“**Goods**” means goods or products supplied or to be supplied by a Supplier.

“**Goods and/or Services**” means the goods and/or services specified in the relevant Order and all parts or components of those goods and/or services. Reference to “**Goods**” in these Terms includes any goods or products supplied as part of the Services.

“**Order**” means an order to purchase which may be placed from time to time by T&G with a Supplier in connection with these Terms.

“**Services**” means services supplied or to be supplied by a Supplier.

“**Supplier**” means the vendor or supplier to whom the Order is issued or who is responsible for fulfilling or fulfils the Order.

“**T&G**” means the company, within the T&G Group, that places an Order.

“**T&G Global Group**” means T&G Global Limited together with each direct or indirect subsidiary of T&G Global Limited.

“**Terms**” means the terms of trade contained in this document, as amended by T&G from time to time.

“**Working Day**” means any day of the week except Saturday, Sunday or a national public holiday recognised in New Zealand.

A reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

Headings appear as a matter of convenience only and will not affect the interpretation of these Terms.

The singular includes the plural and vice versa.

"including" and similar words imply no limitation.

2. APPLICATION OF TERMS

2.1 These Terms apply in respect of every supply of Goods and/or Services by a Supplier to T&G pursuant to an Order unless T&G expressly agrees otherwise in writing.

2.2 The Supplier will become bound by these Terms upon the earlier of the Supplier:

- (a) accepting these Terms in writing; or
- (b) accepting an Order from T&G; or
- (c) the Delivery of the Goods and/or Services pursuant to an Order.

If the Supplier has a term contract for the supply of any Goods and/or Services to T&G, then these Terms shall not apply to the extent of any contrary provision in that term contract, in respect of any supply made pursuant to that term contract, but will apply in respect of any Order not the subject of that term contract and immediately upon the expiry or earlier termination of that term contract.

2.3 Subject to the proviso in clause 2.2 above, these Terms are paramount and apply notwithstanding any invoice or other document relating to any Order or any Goods and/or Services (including the Supplier's terms of sale or supply) whether or not that invoice or other document is later in time unless T&G expressly agrees otherwise in writing (which agreement will not arise simply through acceptance or deemed acceptance of Goods and/or Services that have been delivered on the Suppliers standard terms and conditions).

2.4 These Terms includes covenants which confer and are intended to confer a benefit on each member of the T&G Global Group and accordingly the provisions of Subpart 1 (Contractual Privity) of the Contract and Commercial Law Act 2017 shall apply. For the avoidance of doubt, T&G Global Limited does not require the consent of all members of the T&G Group for any variation, amendment or discharge of these Terms by T&G Global Limited. Any member of the T&G Group may amend the application of these Terms, as they relate to an Order that it is placing, by an amendment made in in writing in the relevant Order.

3. QUANTITY FORECASTS

3.1 While T&G may give the Supplier estimates of T&G's future requirements of the Goods and/or Services, these estimates may prove to be inaccurate and the Supplier must make its own assessment and shall not be entitled to rely on any such estimates in any circumstances. For the avoidance of doubt, T&G is only bound to purchase any Goods and/or Services Delivered pursuant to any Order made by T&G.

4. DELIVERY & PAYMENT OF GOODS

4.1 The Supplier must:

- (a) on Delivery of the relevant Goods and/or Services:
 - (i) send detailed advice notes (packing slips), which must accompany the Goods to each delivery point;
 - (ii) send GST invoices, which comply with all of the then applicable Inland Revenue Department's standards, to the T&G business unit which placed the Order with the Supplier (unless otherwise agreed by T&G in writing); and
 - (iii) clearly indicate any substances in the Goods which may be released during the handling, installation, use, storage or disposal of such Goods which are or may be hazardous to human health, animal health or the environment, by clearly marking such Goods and by including appropriate and prominent precautions in documentation accompanying such Goods;
- (b) send to T&G by the 10th day of each month an invoice for Goods and/or Services rendered during the previous calendar month (unless otherwise agreed by T&G in writing);
- (c) where provided, mark T&G's Order numbers and any part numbers on all relevant invoices, packing slips, advice notes, statements and correspondence;
- (d) mark bar codes and other identifying information on the Goods and packages and packaging for such Goods, as required by T&G.

4.2 T&G will pay for the Goods and/or Services Ordered by the 20th day of the month following receipt of the invoice for those Goods and/or Services in accordance with clause 4.1(b), provided that these Terms have not been breached.

4.3 If T&G disputes any amount invoiced to it or required to be paid by it to the Supplier, T&G will not be required to pay such disputed amount until the dispute has been resolved.

4.4 T&G shall be entitled to make any set off or deduct from the price of Goods and/or Services, supplied by the Supplier, any payment due by the Supplier to T&G.

5. PACKING AND DELIVERY

5.1 The Supplier must have a valid Order before the Supplier supplies Goods and/or Services to T&G. Goods and/or Services supplied or without a valid Order may be returned to the Supplier at the Supplier's risk and expense.

5.2 The Supplier will adequately pack and protect Goods against damage and deterioration.

5.3 The Supplier must Deliver the Goods and/or Services not later than the time/s specified in the Order. Time will be of the essence.

5.4 T&G accepts no responsibility for the Delivery of the Goods and/or Services (unless otherwise agreed by T&G in writing) or for any packing materials or cases.

6. TITLE, RISK & INSURANCE

- 6.1 Risk and title to the Goods will remain with the Supplier until the Goods have been Delivered to T&G, when risk and title will pass to T&G.
- 6.2 The Supplier will, at the Supplier's own expense, keep all Goods insured to their full insurable value against all normal and usual insurable risks until such time as the risk passes to T&G.

7. WARRANTIES AND INTELLECTUAL PROPERTY

7.1 In addition to all other warranties, conditions or other terms expressed or implied by law or otherwise, the Supplier warrants to T&G that:

- (a) at the time of Delivery, the Goods will be new and unused (unless otherwise agreed by T&G in writing) and of merchantable quality, and the Goods and/or Services will be fit for the usual purposes for which they are intended and fit for any particular purpose made known to the Supplier;
- (b) the Goods and/or Services will comply with all specifications agreed by then Supplier and T&G and all applicable statutory requirements;
- (c) the Goods will be free of any security interest, lien or other encumbrance;
- (d) the Goods and/or Services will not infringe nor violate any intellectual property rights;
- (e) the Goods and/or Services will be Delivered within a reasonable time where a time for Delivery is not specified in the Order;
- (f) then Supplier has the right to supply the Goods and/or Services in accordance with these Terms;
- (g) all Services will be performed by persons with the requisite skills and experience; and
- (h) the Supplier has complied and will continue to comply with all relevant law and regulations, and will maintain, at its cost, all licences, approvals and permits required by law, in order for the Supplier to be able to perform its obligations under these Terms and each Order.

7.2 All Intellectual Property which is owned by, or is proprietary to, a party at the date of the relevant Order shall remain owned exclusively by that party. Any new Intellectual Property which is created as a result of, or in connection with, the supply of the Goods and/or Services, or otherwise in connection with these Terms, shall become the property of T&G unless otherwise agreed in writing.

8. DEFAULT AND CANCELLATION

8.1 If the Supplier breaches these Terms, including any of the warranties contained in clause 7.1, then at the sole option of T&G and without prejudice to any other remedy or right:

- (a) T&G may reject the Goods and/or Services in whole or in part and return the relevant Goods to the supplier at the Supplier 's risk and expense and the Supplier must

immediately reimburse T&G for any monies paid in respect of such Goods and/or Services; or

- (b) T&G may:
 - (i) require the Supplier to replace, repair, reinstate or re-supply the Goods and/or Services at the Supplier 's expense so they conform with these Terms; or
 - (ii) have the Goods and/or Services replaced, repaired or re-supplied by another person and recover the cost of doing so from the Supplier.

8.2 T&G may suspend payment for the Goods and/or Services until the breach has been remedied.

8.3 T&G may immediately terminate any Order if the Supplier has breached these Terms or any Order and failed to remedy the breach within seven (7) Working Days after written notice has been given to the Supplier specifying the breach and requiring it to be remedied. Breach of any warranty by the Supplier can be treated by T&G as breach of these Terms whether or not T&G elects to accept the Goods and/or Services.

8.4 Either party to an Order may cancel that Order immediately if the other party becomes bankrupt, ceases business, goes into liquidation, becomes insolvent, appoints a receiver or enters into a formal proposal for a compromise with creditors under the Companies Act 1993.

8.5 No failure or delay on the part of T&G to exercise any of its rights in respect of any default under these Terms or any Order by the Supplier will prejudice its rights in connection with that default or any subsequent default.

8.6 If an Order is cancelled, the Supplier will return to T&G all payments made in respect of that Order. However, if upon cancellation T&G elects to keep or take any Goods and/or Services it will pay for them but otherwise no compensation will be payable to the Supplier. Notwithstanding the foregoing, T&G shall not be required to pay for any Goods and/or Services supplied as part of any cancelled Services unless the parties had agreed in the Order a specific price applicable to such Goods.

8.7 Termination or cancellation of any Order does not affect any responsibilities which are intended to continue or survive such termination or cancellation.

9. INDEMNITY

9.1 The Supplier will indemnify T&G, its staff, agents and subcontractors against all costs, losses, damages and liability in connection with any claims by or on behalf of any person/s:

- (a) arising out of negligence or other fault or breach of any responsibility owed to any person by the Supplier, its employees, agents and subcontractors in the performance of or non-compliance with these Terms or any Order; and
- (b) pursuant to any statutory or other legal requirements relating in any way to the Goods and/or Services.

10. THE RELATIONSHIP BETWEEN THE SUPPLIER AND T&G

- 10.1 Nothing in these Terms should be interpreted as constituting either the Supplier or T&G, an agent, partner or employee of the other and neither the Supplier nor T&G may pledge the credit of the other or represent to anyone that:
- (a) it is the other party;
 - (b) it is an agent, partner or employee of the other party; or
 - (c) it has any power or authority to incur any obligation of any nature on behalf of the other party.
- 10.2 T&G's relationship with the Supplier is not exclusive and:
- (a) the Supplier is free to supply goods and/or services to other purchasers; and
 - (b) T&G is free to purchase goods and/or services (including goods and/or services equivalent to yours) from other suppliers.

11. CONFIDENTIALITY

- 11.1 Each party undertakes to the other that neither it nor its officers, employees, agents and/or subcontractors will divulge the other party's Confidential Information to others, without the prior written consent of the other party, otherwise than as required in the ordinary course of performing its obligations under these Terms or as may be necessary for T&G to promote, sell or service the Goods and/or Services or as required by law.
- 11.2 All Confidential Information provided by T&G will be and will remain the property of T&G, and The Supplier must:
- (a) use the Confidential Information only for the purpose of performing these Terms and/or any Order; and
 - (b) return the Confidential Information to T&G upon T&G's request at any time or if no request is made, upon completion or termination of the relevant Order.

12. HEALTH AND SAFETY

- 12.1 The Supplier warrants that, in connection with supplying the Goods and/or Services, it has complied and will comply with all approved codes of practice under the Health and Safety at Work Act 2015 and all other regulatory provisions (including the Health and Safety at Work Act 2015 itself).
- 12.2 It is the objective of the T&G Group that all operations in connection with its business are conducted in such a way that no employee, contractor, visitor or member of the public is harmed in any way. Accordingly, the health and safety of the T&G Group's employees, contractors, visitors and members of the public, is central to the way the T&G Group operates. No task is so important that a safe method of implementing the task cannot be found.
- 12.3 The Supplier will be responsible for the health and safety performance of its employees, agents and sub-contractors. Where the Supplier is providing Services to T&G, the

Supplier will have a health and safety plan to be followed by its employees, agents and sub-contractors during the performance of the Services. If requested, the Supplier will furnish to T&G a copy of such plan. T&G shall not be obliged to give the Supplier access to any of its sites until such plan has been approved in writing by T&G.

12.4 The Supplier will, at its own expense, provide or arrange for the provision of training to its employees, agents and sub-contractors in relation to all relevant aspects of health and safety relating to the carrying out the Services and, if T&G requires, provide or arrange for the provision of such further training if, in the opinion of T&G, further training in areas is required. The Supplier will, at its own expense, also provide or arrange for provision of all protective safety gear and equipment that its employees, agents and sub-contractors may need or use in relation to providing the Services.

12.5 The Supplier will promptly report to T&G:

- (a) all incidents that occur while performing the Services and/or while within the Site;
- (b) the result of all inspections, monitoring and audits relating to health and safety that are carried out as part of performing the Services;
- (c) all hazards that it identifies that have not been identified to the Contractor by T&G;
- (d) all reports prepared in connection with the health and safety performance by its employees, agents and sub-contractors in connection with providing the Services and/or being on the relevant site.

12.6 The Supplier and all of its employees, agents and sub-contractors will, at all relevant times, consult, co-ordinate and co-operate with T&G and all other persons that could affect or be affected by the Supplier's activities while operating on any T&G site in relation to health and safety matters or issues.

12.7 T&G reserves the right to terminate or suspend any of the Services where there has been a health and safety incident or where it believes that a health and safety issue or risk has or is not being appropriately eliminated, mitigated or managed by the Supplier. The Supplier shall bear any and all costs arising out of such termination or suspension and T&G shall not have any responsibility for any costs or losses of the Supplier in such circumstances.

13. ASSIGNMENT AND SUB-CONTRACTING

13.1 The Supplier may not assign or otherwise transfer any of the rights, benefits or obligations under these Terms or any Order, without the prior written consent of T&G.

13.2 The Supplier must not sub-contract or otherwise arrange for another person to discharge any of the Supplier's obligations under these Terms or any Order without the prior written consent of T&G. Notwithstanding T&G's consent, the Supplier will remain fully responsible for all obligations to T&G under these Terms and each Order.

14. AMENDMENTS

- 14.1 T&G Global Limited may amend these Terms at any time and from time to time. Notice of any amendment by T&G Global Limited may be published on T&G Global Limited's website (<http://www.tandg.global>) and such amendment will be deemed to have taken effect and been accepted by the Supplier in respect of all Orders placed with and accepted by the Supplier after the time of publication of the amendment upon T&G Global Limited's website.

15. WAIVER

- 15.1 All the rights, powers and remedies of T&G whether under these Terms or at law or in equity shall remain in full force notwithstanding any neglect, forbearance or delay in the enforcement thereof. T&G shall not be deemed to have waived any term or condition or any right, power or remedy unless such waiver shall be in writing under the signature of T&G and any such waiver, unless the contrary is expressly stated, shall apply to and operate only in a particular transaction, dealing or matter.

16. FORCE MAJEURE

- 16.1 Neither party shall be liable for any failure or delay in complying with any obligation imposed on that party under these Terms if:
- (a) the failure or delay arises directly or indirectly from a cause reasonably beyond that party's control and not due to the default or insolvency, or an intentional act or omission, of that party;
 - (b) that party, on becoming aware of the cause, promptly notifies the other party in writing of the nature and expected duration of, and the obligation affected by the cause; and
 - (c) that party uses its reasonable endeavours to mitigate the effect of the cause on that party's obligations and to perform that party's obligations on time despite the cause.

17. NOTICES

- 17.1 Any notice to be given under these Terms must be in writing and must be delivered or sent by post or facsimile to the registered office of the relevant party, or if a party has no registered office, its usual address of business.
- 17.2 The party to whom a notice is sent will be deemed to have received the notice:
- (a) if sent by post, two Working Days after it has been posted; or
 - (b) if sent by facsimile, upon receipt of the fax confirmation slip or other confirmation of transaction if received by 5:00 pm on a Working Day, or otherwise on the following Working Day.

18. SEVERABILITY

- 18.1 If any provision of these Terms is or becomes unenforceable, illegal or invalid for any reason it shall be deemed to be severed from these Terms without affecting the validity of the



remainder of these Terms and shall not affect the enforceability, legality, validity or application of any other provision of these Terms.

19. LAW

19.1 These Terms and all Orders are governed by New Zealand law and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of these Terms or any Order.

Supplier Legal Entity:

Authorised Signatory:

Position:

Date: