

Supply Terms and Conditions

1 Application of Terms

- 1.1 These terms and conditions (**Terms**) apply to all Goods and / or Services the Supplier supplies to New Zealand Oil Services Limited (**NZOSL**), pursuant to any Purchase Order issued by NZOSL to the Supplier or as otherwise directed by NZOSL.
- 1.2 Where there is any inconsistency between these Terms and any Purchase Order, the terms of the Purchase Order shall take precedence.
- 1.3 These Terms shall prevail over and apply to the exclusion of any terms or conditions included in, attached to, or referenced in, any document relating to the supply of Goods and / or Services issued by the Supplier.
- 1.4 If NZOSL and the Supplier have a signed written contract, the terms and conditions of that contract shall take precedence over these Terms.

2 Supply

- 2.1 NZOSL may place orders with the Supplier for Goods and / or Services at any time by issuing a written Purchase Order to the Supplier that sets out the specific requirements for that supply of Goods and / or Services.
- 2.2 NZOSL will not be liable for any supply of Goods and / or Services unless ordered pursuant to NZOSL's Purchase Order or as otherwise agreed by NZOSL in writing.
- 2.3 By accepting a Purchase Order Order from NZOSL, the Supplier agrees that the Goods and / or Services will be provided under these Terms.
- 2.4 A notification to NZOSL that a Supplier accepts a Purchase Order subject to additional or amended terms is not a valid unless agreed by NZOSL in writing.

3 Price

- 3.1 The prices stated in the Purchase Order are fixed, unless NZOSL otherwise agrees in writing.
- 3.2 The price includes the cost of the Goods and / or Services, freight, insurance, packaging, transport, duties or any other costs involved in supplying the Goods and / or Services to NZOSL.
- 3.3 The Supplier is not entitled to claim expenses, surcharges, margins or disbursements except if otherwise agreed in advance by NZOSL in writing.
- 3.4 The price is exclusive of GST.

4 Payment

- 4.1 Payment for Goods shall be made by NZOSL on the 20th day of the month following the date of receipt of invoice, or as specified on the Purchase Order.
- 4.2 Payment is subject to and conditional upon NZOSL receiving an invoice containing the following information:
 - (a) NZOSL contact (person issuing the Purchase Order);
 - (b) Purchase Order number;
 - (c) Supplier's legal name;
 - (d) Supplier's GST number;
 - (e) Supplier's invoice number
 - (f) Description of Goods and / or Services provided;

- (g) Date of delivery; and
- (h) NZ dollar amount to be paid plus GST (if any).

4.3 Invoices must be submitted to NZOSL within three (3) Business Days following the end of the month and sent to:

invoices@nzosl.co.nz

- 4.4 Each invoice must relate to one Purchase Order. Only one invoice is to be submitted with each email. Multiple invoices will be rejected.
- 4.5 If the Supplier fails to comply with clauses 4.2 – 4.4, NZOSL may in its discretion refuse to pay an invoice until such failures have been rectified to its satisfaction.
- 4.6 If NZOSL disputes any part of an invoice submitted by the Supplier, it will pay the undisputed amount but may withhold payment of the disputed amount until the dispute is resolved.

5 Delivery of Goods

5.1 The Supplier must (at its cost):

- (a) adequately pack and protect the Goods against damage and deterioration during Delivery;
- (b) deliver the Goods to the delivery address provided by NZOSL;
- (c) provide detailed packing slips with the Goods;
- (d) provide applicable documentation such as manuals, specifications or certificates of quality and quantity;
- (e) otherwise comply with NZOSL's delivery requirements as set out in the Purchase Order or as otherwise advised by NZOSL.

5.2 A delivery note must accompany all deliveries, and must include:

- (a) NZOSL's Purchase Order number.
- (b) The Supplier's legal name and contact details.
- (c) Full description of Goods and quantity delivered.

5.3 Quantities delivered must conform to the quantities ordered by NZOSL. NZOSL will only accept part deliveries and interim invoices if agreed in writing prior to delivery.

5.4 The signing of any delivery receipt or similar document by a NZOSL representative does not indicate NZOSL's acceptance of the Goods.

5.5 If, following inspection of any delivered Goods, NZOSL considers that that Goods, or the delivery of the Goods, breaches the Terms, then NZOSL may (without limiting any other right or remedy):

- (a) require that the Supplier repair or replace the Goods, in which case the Supplier must immediately do so, at its cost; or
- (b) reject the Goods, in which case clause 5.7 will apply.

5.6 If NZOSL is not satisfied with the Supplier's progress within a reasonable time in repairing or replacing any Goods, NZOSL may:

- (a) reject the Goods, in which case clause 5.7 will apply; or
- (b) arrange for the Goods to be repaired by a third party, in which case the Supplier will reimburse all costs and expenses incurred by NZOSL in doing so.

5.7 If NZOSL rejects any Goods in accordance with this Agreement the Supplier must:

- (a) remove the rejected Goods from NZOSL's premises at its own risk and expense. If the Supplier does not remove the rejected Goods within 15 Business Days, NZOSL may return the Goods and recover from the Supplier any cost and expense incurred; and
- (b) provide a full refund of any amount paid (or credit for any amount payable) for the rejected Goods.

- 5.8 If NZOSL wishes to test or inspect any Goods before accepting delivery, the Supplier will provide any assistance with that testing or inspection which is reasonably requested by NZOSL. Testing or inspection does not prejudice NZOSL's rights to recover from the Supplier or reject the Goods.

6 Title & Risk

- 6.1 Title and risk in Goods shall pass to NZOSL upon delivery in accordance with clause 5.
- 6.2 Transfer of title and risk under clause 6.1 does not waive any rights NZOSL may have under these Terms or in law if the Goods are damaged or insufficient or do not comply with description, specification, quality or quantity set out in the Purchase Order.

7 Delivery of Services

- 7.1 The Supplier must ensure all Services performed by the Supplier:
- (a) Will be carried out with all necessary care, skill and diligence.
 - (b) Will be carried out at the time specified in the relevant Purchase Order, or if no time is specified, will be carried out promptly.
 - (c) Will be carried out by an appropriate number of people with an appropriate level of experience, qualification and supervision.
 - (d) Will be carried out in accordance with all applicable legislative and regulatory requirements, and all applicable industry codes of conduct.
- 7.2 If the Supplier breaches these Terms in relation to the Delivery of any Services, then NZOSL may (without limiting any other right or remedy available to it under these Terms or in law):
- (a) require the Supplier to perform the Services again to the required standard at the Supplier's expense; or
 - (b) have the Services re-supplied by another person and recover the cost of doing so from the Supplier.

8 Warranties

- 8.1 The Supplier represents and warrants that all Goods supplied by the Supplier:
- (a) are new and unused (unless otherwise agreed by NZOSL);
 - (b) are of merchantable quality, and free of any defects in materials and workmanship;
 - (c) are fit for any purpose which they could reasonably be expected to be used for, including any purpose which NZOSL told the Supplier it intended to use them for at or prior to the time it issued the Purchase Order;
 - (d) comply with any requirements and specifications supplied by NZOSL or agreed between NZOSL and the Supplier;
 - (e) comply with all applicable legislation, regulation and industry codes of practice;
 - (f) match any descriptions of them published by or on behalf of the manufacturer or the Supplier; and
 - (g) are able to be lawfully sold by the Supplier to NZOSL and that NZOSL will, on delivery, receive title to them, free from any security interest, lien or other encumbrance.
- 8.2 The Supplier will pass on to NZOSL the benefit of any warranty or guarantee received in respect of Goods supplied and will provide reasonable assistance to NZOSL to enforce such warranty or guarantee.

9 Indemnity

- 9.1 The Supplier shall indemnify NZOSL in respect of any loss, damage or expense suffered or incurred by NZOSL (including legal fees on a solicitor and own client basis) as a direct or indirect consequence of:
- (a) any act, error or omission by the Supplier; or

(b) any breach by the Supplier of any warranty or other obligation in these Terms.

9.2 The indemnity shall survive termination of the contract.

10 Insurance

10.1 The Supplier must maintain insurance coverage in amounts and against risks that are normal for businesses similar to that of the Supplier, including, where applicable, professional indemnity insurance and insurance against public liability and property damage.

11 Default

11.1 Without limiting any other rights or remedies which NZOSL has under these Terms or in law, NZOSL may, by notice in writing, terminate the contract with immediate effect if the Supplier:

- (a) breaches the Terms and does not remedy that breach within 10 Business Days of being notified of the breach by NZOSL; or
- (b) goes into liquidation, has a receiver, administrator or statutory manager appointed in respect of itself or its assets, becomes unable to pay its debts as they fall due, is presumed under section 287 of the Companies Act 1993 to be unable to pay its debts, or is removed from the New Zealand Companies Register.

11.2 Termination does not affect any of NZOSL's rights that have arisen prior to termination

11.3 If the Supplier breaches these Terms, NZOSL may withhold payment of any amounts due in respect of the Goods or Services until the relevant breach has been remedied. If the breach is not able to be remedied, NZOSL may permanently withhold an amount equal to the loss which it reasonably calculates it has suffered as a result of the breach.

12 Laws, Regulations and Policies

12.1 Without limiting clauses 7.1(d) or 8.1(e), when supplying Goods and / or Services to NZOSL the Supplier shall comply with all applicable laws, regulation and rules, including governing health & safety obligations, bribery and corruption, anti-money laundering, and anti-slavery.

12.2 When supplying Goods and / or Services to NZOSL the Supplier shall also comply with:

- (a) All NZOSL policies and procedures notified to it by NZOSL, including but not limited to health, safety and environment.
- (b) All reasonable directions, instructions or requirements of NZOSL or its personnel, including as to access to NZOSL sites and / or working on NZOSL sites.

13 Liability

13.1 NZOSL liability to the Supplier in contract, tort, or in respect of any other claim whatsoever, shall be limited to:

- (a) Any directly resulting costs or losses; and
- (b) The value of the Goods and / or Services provided to NZOSL pursuant to the relevant Purchase Order.

13.2 In no circumstances shall NZOSL be liable to the Supplier for consequential or indirect costs or losses, including but not limited to loss of revenue or loss of profits.

14 General

14.1 Neither party will be liable to the other for any delays nor non-performance of contractual obligations under these Terms caused by a Force Majeure Event, provided each party has taken reasonable steps to minimise any loss, damage or delay resulting from a Force Majeure Event and has given timely notice to the other party of the occurrence of the Force Majeure Event. A Force Majeure Event includes fire, floods, earthquakes, acts of God, epidemic or pandemic, or acts of government or government authority or regional or district council.

- 14.2 Nothing in these Terms is to be construed as giving rise to a relationship of agency, partnership, joint venture, trust, employee or other relationship with duties or incidents different from those of parties to an arm's-length contract.
- 14.3 The Supplier's delivery of Goods and / or Services is non-exclusive and NZOSL may appoint any other Supplier to provide goods and services identical or similar to the Goods and / or Services.
- 14.4 The Supplier may not assign or subcontract any of its rights under these Terms without NZOSL's prior written consent.
- 14.5 If any part of these Terms is illegal, invalid, or unenforceable, it will be read down so far as necessary to give it a valid and enforceable operation or, if that is not possible, it will be severed from the contract and the remaining provisions will not be affected, prejudiced, or impaired by such severance.
- 14.6 Failure by NZOSL to insist upon strict performance by the Supplier or to otherwise enforce any of these Terms will not be deemed to be a waiver of any of its rights.
- 14.7 Any information provided by NZOSL to the Supplier which is marked as confidential, must not be disclosed to any third party by the Supplier without the prior written consent of NZOSL or used by the Supplier other than for the purpose of complying with the Supplier's obligations under these Terms. This obligation survives termination.

15 Governing law and jurisdiction

- 15.1 These Terms shall be governed by the laws of New Zealand.
- 15.2 The parties submit any disputes between them to the exclusive jurisdiction of the Courts of New Zealand.

16 Definitions

- 16.1 In these Terms, unless the context otherwise requires, the following apply.
- (1) **Business Days** means a day that is not a Saturday, Sunday, or gazetted public holiday in the place where the Goods or Services are, or are to be, supplied.
 - (2) **Delivery** for Goods, is the delivery of the Goods in good order and condition to NZOSL's sites or the location specified in the Purchase Order, for Services, is the provision of the Services to NZOSL's satisfaction at NZOSL's sites or the location specified in the Purchase Order.
 - (3) **Goods** means all goods supplied to NZOSL as described in the Purchase Order or as otherwise directed by NZOSL.
 - (4) **Purchase Order** means means the Purchase Order submitted by NZOSL to the Supplier to deliver Goods and/or Services.
 - (5) **Services** means all the services provided by the Supplier to NZOSL as identified in the Purchase Order or as otherwise directed by NZOSL.
 - (6) **Supplier** means the person supplying the Goods or performing the Services as identified in the Purchase Order, and their agents, employees or subcontractors.