



**STANDARD TERMS AND CONDITIONS FOR PURCHASE
ORDERS (GOODS AND SERVICES)
DOMESTIC AND INTERNATIONAL**

1. DEFINITIONS

In these Standard Terms and Conditions for Purchase Orders:

Agreement means the Order together with these Standard Terms and Conditions;

Business Day means any day (other than a Saturday, Sunday or statutory public holiday) on which registered banks are open in Auckland, New Zealand;

Commencement Date means the commencement date specified in the Order or the date of any Related Agreement;

Confidential Information means, in relation to ODL, all information or knowledge that is:

- (a) confidential or proprietary to ODL (or any related company or member of the ODL group of companies, or any of ODL's customers or shareholders); or
- (b) information which is marked by ODL as "confidential",

and includes (but is not limited to) the existence, and information relating to the terms, of this Agreement and the business interests, methodology or affairs of ODL, but does not include:

- (i) information that is known or becomes known to the Seller on a non-confidential basis by way of a third party, except where the third party providing it is subject to a confidentiality obligation to ODL;
- (ii) is or becomes generally available to the public other than as a result of disclosure by or the acts or omissions of the Seller;
- (iii) information or knowledge required to be disclosed pursuant to any law or order of any court, governmental agency, stock exchange or body having the power to compel disclosure; or
- (v) information or knowledge which ODL has given its prior written consent to the disclosure of by the Seller.

Delivery Point means the place specified as the delivery point in an Order;

Domestic means that the Seller is located within New

Zealand;

Goods means the goods specified in an Order that are to be supplied by the Seller to ODL on the terms set out in this Agreement;

GST means goods and services tax payable under the GST Act or any similar tax under any replacement legislation;

GST Act means the Goods and Services Tax Act 1985 (as amended);

Inland Revenue means the New Zealand Inland Revenue Department;

Intellectual Property means all rights in and to all technology, techniques (both patented and non-patented), know-how, confidential information, patents, copyright, designs, trade names, inventions, discoveries and all other rights as defined by Article 2 of the Convention of July 1967 establishing the World Intellectual Property Organisation, including all applications for any of such rights as may exist anywhere in the world;

ITA means the New Zealand Income Tax Act 2007;

NRCT means Non-Resident Contractors' Tax levied under the ITA;

International means that the Seller is located outside New Zealand;

ODL means Oceania Dairy Limited;

Order means a purchase order issued by ODL to the Seller;

Personal Property Securities Register means the electronic register maintained by the New Zealand Companies Offices (on behalf of the New Zealand Ministry of Business, Innovation and Employment) and which allows security interests in personal property to be registered and searched in accordance with the New Zealand Personal Property Securities Act 1999;

Related Agreement means any agreement, deed or arrangement that ODL or a related company may have with the Seller or a related company of the Seller;

Seller means the person or company to whom the Order is addressed, or any subcontractor, independent contractor or other class of person appointed by that person;

Services means the services referred to in an Order that are to be supplied by the Seller to ODL on the terms set out in this Agreement and any other relevant documentation or terms specified in the Order;

Tax Invoice means an invoice that complies with

section 24 of the GST Act;

Term has the meaning set out in clause 2; and

Termination Date means the termination date detailed in the Order or Related Agreement.

2. TERM OF AGREEMENT

This Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with the provisions of this Agreement, shall continue in full force and effect and shall terminate on the Termination Date ("**Term**").

3. GENERAL

Any Goods and/or Services purchased by ODL from the Seller will be purchased on the terms set out in this Agreement and any other relevant documentation or terms specified in the Order. This Agreement constitutes the entire agreement of the parties in respect of the matters covered by it and supersedes all previous agreements in respect of those matters, including the Seller's terms (if any).

4. PRICE AND TAX

- (a) The purchase price of the Goods and/or Services will be the price specified in the Order or, where no price is specified, the price current when the Goods and/or Services are ordered.
- (b) The purchase price of the Goods and/or Services will be:
 - (i) for Domestic Sellers, inclusive of all taxes and duties of any kind that either party is required to pay in respect of the sale of the Goods or the provision of the Services other than GST;
 - (ii) for International Sellers, in New Zealand dollars, unless specified otherwise in the Order and inclusive of all taxes and duties of any kind other than those ODL is responsible for paying under clause 4(c)(ii).
- (c) Liability for freight and insurance as between the Seller and ODL;
 - (i) for Domestic sellers, will be as specified in the Order or, where liability is not specified, the Seller will pay for freight and insurance.
 - (ii) for International sellers, all trade shall be governed by INCOTERMS® 2010. Where no Incoterm rule is specified on the Order, the CIF (Cost, Freight and Insurance) rule shall apply.
- (d) Following acceptance of an Order, the Seller must send ODL a valid invoice that records the

price of the Goods and/or Services separately from the value of any GST payable on those Goods and/or Services. Where any amendment is made to the amount payable for the Goods and/or Services after the invoice has been issued, the Seller must issue an additional invoice or credit note (as the case may be) to ODL. If required under the GST Act, any invoice or credit note issued by the Seller must comply with the GST Act.

- (e) The Seller alone shall be responsible for paying all income tax and other taxes and levies of any nature imposed upon the Seller in respect of the supply of the Goods and/or Services to ODL, whether in New Zealand or elsewhere, and for making arrangements with Inland Revenue or the equivalent taxation authorities elsewhere in respect of such payments. ODL will not make any adjustment or reimbursement in respect of any additional amounts which the Seller may pay to or on behalf of its personnel to compensate for any increases in income tax or other taxes and levies of whatsoever nature which they may incur or suffer by reason of either operating or supplying the Goods and/or Services to ODL in New Zealand.

- (f) Where the Seller is a non-resident contractor for the purposes of the ITA, the Seller acknowledges that payments made by ODL in respect of any Services provided by that Seller (and/or its employees who are in New Zealand at the time those Services are performed) to ODL are subject to NRCT and ODL is required to deduct NRCT from payments to the Seller unless:
 - (i) the Seller provides ODL with a Certificate of Exemption issued by Inland Revenue specifying that NRCT is not to be deducted from payments to the Seller in respect of their contract activity in New Zealand; or
 - (ii) The Seller provides ODL with the following declaration:

"The Seller and/or its employees will not be present in New Zealand for more than 92 days in any 12-month period in which the Seller performs work for ODL. For the avoidance of doubt such presence in New Zealand includes any work performed for entities other than ODL."

If the Seller does not meet the requirements of either (i) or (ii), ODL will deduct any NRCT that ODL is required to deduct from the purchase price paid to the Seller and ODL will not be required to increase the purchase price payable to the Seller by the amount of any such deduction of NRCT.

If the Seller provides a statement as specified at (f)(ii), and the statement becomes invalid, the Seller will immediately advise ODL and remit to ODL the total amount of any NRCT payable by ODL.

- (g) Any amount withheld or deducted by ODL from any payment due to the Seller and paid to the Inland Revenue pursuant to ODL's reasonable understanding of its duty under the ITA, or the Tax Administration Act 1994 (or related statutes or replacements) or regulations made thereunder shall for the purposes of this Agreement be deemed to have been paid by ODL to the Seller and the payment thereof to the Commissioner of Inland Revenue shall be treated as a complete discharge of ODL's liability to the Seller in respect of the amount so paid.
- (h) The parties agree that the purchase price of any Goods purchased by ODL from the Seller pursuant to this Agreement is the lowest price that the parties would have agreed upon on the basis of payment in full on the date of this Agreement and on that basis no income or expenditure arises in respect of the sale and purchase of the Goods under the rules relating to financial arrangements in the ITA.

5. DELIVERY OF GOODS

- (a) The Goods are to be delivered by the Seller to the Delivery Point.
- (b) Where a delivery date is specified in the Order, time is of the essence. The Seller indemnifies ODL against any loss or damage suffered if the Seller does not deliver the Goods to the Delivery Point by the specified delivery date and, without prejudice to ODL's other rights, ODL may cancel the Order and/or all further deliveries of Goods.
- (c) Delivery of the Goods will be deemed to have occurred when:
 - (i) the Goods have been unloaded at the Delivery Point; and
 - (ii) ODL has inspected the Goods; and
 - (iii) ODL or its agent has acknowledged receipt of the Goods.
- (d) Without prejudice to ODL's other rights, if the Seller delivers a different quantity of Goods to that specified in the Order, ODL may accept all

of the Goods or accept any lesser quantity and reject the rest of the Goods.

- (e) The Seller will be liable for all costs and losses that ODL incurs as a result of the delivery of the wrong quantity of the Goods or the wrong goods.
- (f) The Seller must provide detailed delivery documents with every delivery of Goods, which must contain, as a minimum, ODL's order number and order item number, the date, the Seller's details, the quantity of Goods dispatched and an item description.

6. PROVISIONS OF SERVICES

Where the Order specifies a date by which the Services must be provided, time is of the essence. The Seller indemnifies ODL against any loss or damage suffered if the Seller does not provide the Services by the specified date and, without prejudice to ODL's other rights, ODL may cancel the Order and/or all further provision of Services.

7. OWNERSHIP AND RISK

- (a) Except as otherwise provided in this Agreement, ownership of and risk in the Goods will pass to ODL once the Goods are delivered to, inspected by, and accepted by ODL. Acceptance as to ownership of the Goods does not defeat the Seller's warranties contained in clause 12, or ODL's rights of return under clause 9, or act as a waiver of any of ODL's other rights.
- (b) Notwithstanding clause 7(a), the Seller bears the risk of loss or damage to Goods until ownership of those Goods passes to ODL in accordance with clause 7(a) or the terms of the Order.

8. INSPECTION

ODL or its representative has the right at all reasonable times to inspect the Goods (whether in the course of manufacture or not) and/or Services, whether at the Seller's place of business or otherwise. Notwithstanding such inspection or ODL's acceptance of delivery, all Goods and, where applicable, Services are subject to ODL's inspection and acceptance at its own premises following delivery or completion. If the Goods are to be installed or incorporated into any plant, machinery or any other part of ODL's premises, such inspection and acceptance may be carried out after installation or incorporation under operating conditions.

9. RETURN OF GOODS

If ODL cancels the Order or rejects any Goods in accordance with this Agreement, ODL may, at the risk and expense of the Seller, return the whole or any part of the Goods to the Seller and, at ODL's discretion, require the Seller:

- (a) to replace or repair the defective Goods at no additional cost; or
- (b) refund in full any money paid to the Seller for Goods that have been returned.

10. FAILURE TO PROVIDE SERVICES

If the Seller fails to provide all or part of the Services in accordance with this Agreement, ODL may obtain replacement services from a third party at the Seller's cost.

11. PACKING

All Goods must be marked, packed and otherwise protected, at the Seller's expense, for transit to the Delivery Point, in such manner as will prevent any damage to or deterioration of the Goods under normal transport and storage conditions having regard to the nature of the Goods.

12. WARRANTIES

(a) The Seller warrants that the Goods:

- (i) are free from any charges, encumbrances or other security interests;
- (ii) will, on delivery to ODL, be free from any liens, charges, encumbrances and security interests and no financing statement is or will be registered or maintained in respect of the Goods in the Personal Property Securities Register;
- (iii) will, for a period of 12 months after the supply of such Goods, remain fit for the purposes made known by ODL (expressly or by implication) or, if purposes are not made known, will be fit for all the purposes for which goods of the type in question are commonly supplied or for which the Seller represents that they are or will be fit;
- (iv) are of merchantable quality and are free from defects in design, material and workmanship **provided that** where the Goods have been manufactured in accordance with any drawings, specifications or instructions provided by ODL, the Seller warrants only that the Goods conform to such drawings, specifications or instructions, are of sound material and

workmanship, and are free from any defects;

- (v) where the Goods have been manufactured by a third party, ODL will receive the full benefit of all warranties given by that third-party manufacturer in respect of those Goods;
- (vi) correspond with the sample, demonstration model or description where the sale is by sample, demonstration model or description, as the case may be; and
- (vii) will not be supplied to ODL on terms that would allow the Seller or any third party to have access to any of ODL's premises to recover the possession of the Goods.

To the extent permitted by law, the above warranties are in lieu of and to the exclusion of any express or implied conditions or warranties, statutory or otherwise, relating to the quality and description of the Goods.

(b) The Seller warrants that the Services:

- (i) will be provided in a timely manner in compliance with this Agreement;
- (ii) will be performed with due care, skill and diligence by competent and qualified persons; and
- (iii) will be fit for the purposes made known by ODL to the Seller (expressly or by implication) or, if no purposes are made known, for all the purposes for which Services of the type in question are commonly acquired or for which the Seller represents they are or will be fit.

(c) The Seller warrants that it has obtained all licences, authorisations and other formalities necessary for the manufacture (and for International Sellers the export) of the Goods and/or the provision of the Services.

(d) Without limiting ODL's rights under this Agreement or otherwise, if the Seller breaches any of the warranties in this clause 12 and/or the warranty in clause 15, ODL may:

- (i) in the case of Goods, reject all of the Goods or any of them and obtain from the Seller, at ODL's option, a refund of the purchase price paid in respect of the rejected Goods or replacement Goods; or

- (ii) in the case of Goods, accept the Goods or any of them and obtain from the Seller damages in compensation for any reduction in value of the Goods below the purchase price paid or payable for the Goods; or
- (iii) in the case of Services, require the Seller to stop providing the Services and obtain replacement services from a third party at the Seller's cost.
- (e) Ownership of any Goods rejected under clause 12(d)(i) shall remain with the Seller and those Goods will continue to be at the Seller's sole risk.

13. INDEMNITY AND INSURANCE

- (a) The Seller indemnifies ODL for all claims, costs, demands, expenses, liabilities, damages or losses of any nature, arising out of or in connection with the Seller's failure to comply with this Agreement, provided that the Seller's liability under this clause 13(a) shall be limited to \$NZ1 million (plus GST, if any) for any one event or for any series of related events.
- (b) The Seller shall hold and keep current until such time as ODL has accepted the Goods or the Seller has provided the Services to the satisfaction of ODL (as the case may be), \$NZ1 million public liability insurance and, if ODL requires, \$NZ1 million professional indemnity insurance in relation to the Goods and/or Services. At ODL's request, the Seller must provide ODL with copies of certificates containing details of the required policies.
- (c) Without prejudice to any other remedies available to ODL, if the Seller provides any Services or constructs, inspects or delivers any Goods to ODL at the Delivery Point or one of ODL's other premises, the Seller will, at its own expense, indemnify, hold harmless and defend ODL and its officers, agents, contractors and employees for any loss, liability or demand, or the payment of any sum of money by reason of any damage to any property, that may occur in connection with the construction, inspection or delivery of the Goods and/or the provision of the Services.
- (d) ODL will not be liable to the Seller for any claims, costs, demands, expenses, liabilities, damages or losses of any nature, arising out of or in connection with this Agreement and ODL's liability will be limited to the greatest extent permitted by law. Should ODL be liable to the Seller, its liability shall be limited to the value of the relevant Order.

14. HEALTH, SAFETY AND ENVIRONMENT

If providing Goods and/or Services at ODL's premises, or at any ODL nominated site, the Seller must ensure that:

- (a) its employees, contractors and agents are competent in health, safety and environmental matters and that they at all times identify and exercise all necessary precautions for the health and safety of all persons and the protection of the environment;
- (b) it complies with all applicable New Zealand legislation including (without limitation) the Health and Safety at Work Act 2015;
- (c) it complies with all of ODL's safety requirements and procedures;
- (d) it performs appropriate health, safety and environment risk assessments and implements any necessary preventative controls prior to providing the Goods and/or Services;
- (e) it immediately reports to ODL all incidents involving injury or potential injury to any person or the environment or damage to property;
- (f) ODL's premises are left secure, clean, orderly and fit for use;
- (g) all ODL's property, including (without limitation) all security swipe cards, keys, books, records and papers, is returned to ODL once the Seller has provided those Goods and/or Services;
- (h) where goods are provided to ODL the Seller is to provide a signed declaration that there are no Asbestos Containing Materials (ACMs) in any component of the goods, regardless of whether the goods have been manufactured by a third party or not; and
- (i) any goods or components thereof that contain Hazardous Substances shall be identified to ODL in writing. Such substances are to be identified and labelled on the goods and Safety Data Sheets are to be supplied to ODL for those substances.

15. INTELLECTUAL PROPERTY RIGHTS

- (a) The Seller warrants that the sale or use of the Goods and/or the supply of the Services will not infringe any patent, design, trade mark, copyright or other intellectual property right of a third party or result in ODL becoming liable

for the payment of any royalties or other fees.

- (b) Any intellectual property created by the Seller in the course of providing the Goods or the Services will be owned by ODL.
- (c) The Seller will, at its own expense, indemnify, hold harmless and defend ODL and its officers, agents, contractors and employees for any loss, damage, expense, liability, claim or demand for actual or alleged infringement of any patent, design, trade mark, copyright or other intellectual property right of a third party, arising from the purchase, use or sale of the Goods, supply of the Services, or any other dealings arising under this Agreement.
- (d) All plans, drawings, specifications and other technical or engineering data relating to the Goods and/or Services supplied by or on behalf of ODL to the Seller, and any copies or patterns made from those documents, remain ODL's exclusive property and the Seller will only use them for the purposes of the Order and will return them to ODL on demand.
- (e) Clauses 15(a) and (b) do not apply where the Goods are manufactured to ODL's detailed design.

16. AMENDMENTS TO DRAWINGS, SPECIFICATIONS OR INSTRUCTIONS

ODL may amend any of the drawings, specifications or instructions for Goods and/or Services (**Amendment**) and the Seller must comply with any notification of an Amendment. If an Amendment results in a decrease or increase in the Seller's costs, or in the time for providing the Goods and/or Services, the parties may agree, in writing, to adjust the price and/or the time for providing the Goods and/or Services, provided that the Seller notifies ODL of the request for such an adjustment within seven days after receipt of the Amendment notification.

17. PAYMENTS

- (a) Unless otherwise agreed in writing between the parties, ODL is to pay for the Goods and/or Services in accordance with any terms set out in the relevant Order, or, if no such terms are set out, on the 20th day of the month following the date of the invoice or Tax Invoice for the Goods and/or Services submitted by the Seller, unless there is a dispute regarding the invoice or Tax Invoice.
- (b) Unless otherwise agreed in writing, the invoice or Tax Invoice may only be created once the Goods have been delivered or the Services have been completed to ODL's satisfaction.

- (c) Unless otherwise agreed in writing between the parties, ODL will direct credit the payment for the Goods and Services into the Seller's bank account. ODL will notify the Seller of that payment by remittance advice to the Seller on or before the day of the payment.
- (d) Payment shall not prejudice ODL's right to reject any Goods and/or Services for breach of warranty or to obtain a refund for such Goods and/or Services.
- (e) ODL will not be liable to pay for any goods delivered in excess of the amounts specified in any Order.

18. CANCELLATION

- (a) Unless previously withdrawn by ODL, an Order is open for acceptance by the Seller for the period stated in the Order or, when no such period is stated, for a period of three business days from the date of the Order.
- (b) ODL may cancel an Order, with immediate effect, by notice to the Seller, if the Seller:
 - (i) fails to perform any of its obligations under this Agreement and the failure has not been remedied within three business days of receipt of a notice by the Seller requiring the failure to be remedied;
 - (ii) has appointed a receiver, receiver and manager, liquidator, statutory manager, passes a resolution for winding up, or assigns its estate or any substantial part of it for the benefit of its creditors; or
 - (iii) is unable to pay its debts in the ordinary course of business or is insolvent.
- (c) ODL may at any time, by notice in writing to the Seller, cancel the Order in respect of any undelivered Goods or uncompleted Services. If the Order covers:
 - (i) standard stock goods or standard services, ODL's only obligation to the Seller is to pay for Goods delivered, or Services provided, prior to the date of cancellation; and
 - (ii) Goods or Services manufactured or provided, or to be manufactured or provided, to ODL's specifications or specifications prepared by the Seller for ODL, then, on receipt of the cancellation notice, the Seller must immediately stop all performance

under the Order except as ODL otherwise directs.

- (d) Notwithstanding clause 18(c)(ii), where the Seller is not in default of its obligations under this Agreement, ODL must, on cancellation under clause 18(c)(ii), pay to the Seller:
- (i) all reasonable costs directly incurred by the Seller in connection with the Order up to and including the date of cancellation; and
 - (ii) such other reasonable costs, including cancellation charges under any subcontract, as the Seller may establish to the satisfaction of ODL, provided however that the total cancellation payment plus any previous payment made by ODL to the Seller for the Goods and/or the Services, as the case may be, must not exceed the total price stipulated in the Order. On such payment, the ownership of all Goods and uncompleted work shall pass to ODL.
- (e) The expiry or termination of this Agreement is without prejudice to the rights and obligations of the parties accrued up to and including the date of expiry or termination.

19. LEGAL COMPLIANCE

The Seller must comply with all applicable laws, rules, regulations, bylaws, standards, codes of practice, and ODL's current policies and procedures in providing the Goods and Services.

20. WAIVER

- (a) No waiver by a party of its rights under this Agreement is effective unless it is in writing signed by that party.
- (b) A waiver by ODL pursuant to this clause 20 will not prejudice its rights in respect of any subsequent breach of the Agreement by the Seller.
- (c) No failure by ODL to exercise, and no delay in exercising, a right under this Agreement will operate as a waiver of that right, nor will a single or partial exercise of a right preclude another or further exercise of that right or the exercise of another right.

21. SEVERABILITY

If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, this Agreement remains otherwise in full force apart from such

provision that will be deemed deleted.

22. AMENDMENT

No amendment to this Agreement is effective unless it is in writing signed by both parties.

23. ASSIGNMENT AND SUBCONTRACTING

The Seller must not assign this Agreement or subcontract any of its obligations under this Agreement without ODL's prior written consent.

24. RELATIONSHIP OF THE PARTIES

The relationship of the parties is one of independent contractors. Nothing in this Agreement is or will be taken as constituting the relationship of employer/employee, partners or joint-venturers between the parties.

25. INCONSISTENCY

To the extent of any inconsistency between these Conditions of Purchase and the Order, the terms of the Order will prevail.

26. CONFIDENTIALITY

- (a) The Seller acknowledges that, while this Agreement is in force, ODL may (from time to time) disclose certain Confidential Information. Where the Seller comes into possession of such Confidential Information, the Seller and its officers, employees, agents and contractors:
 - (i) will only be permitted to use the Confidential Information to the extent necessary to enable the Seller to perform its obligations under this Agreement; and
 - (ii) will not disclose the Confidential Information to any third party without the prior written consent of ODL, unless the Seller is required by law to do so or such disclosure is required in connection with legal proceedings relating to this Agreement.
- (b) The Seller will not use ODL as a reference, use ODL's name or brand, make any public statement or comment, issue any publication, declaration, notice or broadcast (in any form), seek out or respond to any media enquiries or requests, or make any other form of disclosure or communication of any kind relating to the terms or any transactions contemplated by or completed under this Agreement without ODL's prior written consent (which consent may be withheld in ODL's absolute discretion).

- (c) Any breach of this clause 26 will constitute a material breach of this Agreement and ODL shall have the right to terminate this Agreement or seek any other remedy against the Seller which ODL (in its sole discretion) considers appropriate.
- (d) The agreements, obligations, warranties and undertakings in this clause 26 will continue in full force until the earlier of:
 - (i) the date two (2) years from the date of disclosure of the relevant Confidential Information; or
 - (ii) until such time as the relevant Confidential Information enters the public domain (other than directly or indirectly through the default of the Seller under this Agreement).
- (e) On termination of this Agreement, the Seller will immediately on demand:
 - (i) return any Confidential Information in the Seller's possession which is capable of being delivered to ODL; and
 - (ii) destroy any Confidential Information which is not capable of delivery to ODL.

27. DISPUTES

- (a) The parties agree that any dispute of whatever nature arising between ODL and the Seller is to be notified in writing by the disputing party to the other (**Dispute Notice**). On receipt of a Dispute Notice, each party is to use its best endeavours to resolve the dispute by discussion, meeting and/or other informal means.
- (b) If the dispute is not resolved by discussion, meeting and/or other informal means within 10 business days of the date of the Dispute Notice, then the parties may agree to submit the dispute to arbitration pursuant to the Arbitration Act 1996 (excluding Clauses 5 and 5 of the Second Schedule), or, failing agreement, either party may pursue resolution of the dispute through legal proceedings before the New Zealand courts.
- (c) This clause 27 does not affect either party's right to seek urgent interlocutory relief.

28. RIGHTS AND RESPONSIBILITIES THAT CONTINUE

The provisions of clauses 12 and 26 will continue to bind the parties notwithstanding the expiry or termination of this Agreement or that either party may

have ceased to be a party to this Agreement.

29. APPLICABLE LAW

This Agreement is governed by, and is to be construed in accordance with, New Zealand law.

30. REFERENCES

In this Agreement, a reference to any legislation or to any statutory provision includes: (i) any statutory amendment, modification or re-enactment of; (ii) any statutory provision substituted for; and (iii) all ordinances, by-laws, regulations, rules, by-laws, codes and statutory instruments (however described) issued under, that legislation or statutory provision (as the case may be).

31. EXCLUSION OF UNITED NATIONS CONVENTION

The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or to the supply of Goods under this Agreement.

32. BUSINESS ETHICS AND ANTI-CORRUPTION CLAUSES

- (a) **Anti-Corruption:** The Seller undertakes that it will remain familiar with, and comply with, New Zealand anti-corruption legislation, as well as all relevant international anti-corruption agreements and foreign anti-corruption laws.

Beyond legal compliance, the Seller agrees to conduct all business dealings in line with the highest ethical standards.

- (b) **Anti-Competitive Practices:** The Seller acknowledges that ODL has the right to report any suspected anti-competitive practices to the New Zealand Commerce Commission.
- (c) **Conflict of Interest:** The Seller warrants that it will declare any outside interests that could conflict with, have the potential to conflict with, or be perceived to conflict with the interests of ODL.
- (d) **Gifts & Hospitality:** The Seller acknowledges that:
 - (i) No money (cash, funds transfers, cryptocurrencies or vouchers) may be offered to employees of ODL at any time.
 - (ii) Incentive schemes and rewards (including rebates) may only benefit ODL and must never benefit an

individual or group of individuals employed by ODL.

- (iii) Gifts, regardless of value, may not be offered to employees of ODL at any time, unless the items in question are of token value and promotional in nature. Note that all gifts received by an employee of ODL will be declared and recorded in the ODL gifts register.
- (iv) Hospitality and/or entertainment is only acceptable when:
- The Seller is a current supplier to ODL; and
 - The event facilitates the introduction of products, services, facilities or personnel;
 - The event facilitates the business relationship between the Seller and ODL;
 - It is offered during a visit to the Seller; or
 - It is celebrating the successful completion of a significant milestone or project.
- (e) **Application:** The requirements stated in this clause apply to the Seller and all personnel associated with the Seller (including all contractors, sub-contractors, consultants or agencies utilised by the Seller).
- (f) **Consequences of prohibited behaviour:** All reported or suspected instances of either bribery or corruption or both will be thoroughly investigated and all credible suspicions of fraudulent or corrupt activity will be referred to the appropriate law enforcement authority.

Any proven bribery or corruption incidents will be considered serious misconduct and could result in the termination of this Agreement by ODL.

- (g) **Reporting Channel:** Any suspected anti-corruption behaviours or practices can be reported to Yili Group via the following channels:
- (i) Reporting Hotline: +86-010-58640388
 - (ii) Reporting Email: yilicompliance@yili.com

All reports will be treated as strictly confidential.