

Fletcher Construction Division Terms and Conditions of Purchase of Goods and/or Services

This document contains the terms and conditions applying to Purchase Orders issued by businesses within the Fletcher Construction division of Fletcher Building Group, and any associated trading entities and affiliates. Where there is no other written agreement between the Supplier and the Purchaser in respect of the purchase of the Goods and/or Services, these terms and conditions will apply and any terms and conditions of supply issued by the Supplier will not apply, unless otherwise expressly agreed to in writing by the Purchaser.

1. DEFINITIONS

Conditions mean these terms and conditions of purchase;

Contract means the agreement between the Purchaser and the Supplier for the supply of Goods and/or Services, comprising the documents set out in clause 2.1;

Fletcher Building Group means the businesses and companies wholly or partially owned by Fletcher Building Limited as their ultimate parent company;

GHG Emissions means emissions of Greenhouse gases from all sources, categorised as Scope 1, 2 and 3 Emissions as defined by "A Corporate Accounting and Reporting Standard" published by the Greenhouse Gas Protocol.

Goods means the goods described in the Order, if any;

GST means:

- (a) in respect of Goods or Services provided to a Purchaser located in New Zealand, goods and services tax payable under the Goods and Services Tax Act 1985; and
- (b) in respect of Goods or Services provided to a Purchaser located in a territory outside New Zealand, any such goods and services or value added tax or equivalent type of tax as may be applicable to the supply of the Goods and Services in that territory;

Loss means any loss (including direct, indirect and consequential loss), liability, costs (including legal costs as the higher of an indemnity or solicitor-client basis) or expense incurred by the Purchaser in relation to or connection with the Contract;

Order means the Purchaser's order placed or communicated with the Supplier and includes these Conditions;

Purchaser means the business within the Fletcher Construction division of the Fletcher Building Group that places the Order and may include any associated trading entities and affiliates, as specified in the Order;

Representative of a party means that party's director, or authorised officer, employee or agent;

Services means the services described in the Order, if any;

Specifications means any technical or other specification relating to the Goods and/or Services referred to in the Order;

Supplier means the person who sells the Goods or provides the Services to the Purchaser; and

Sustainable Product Certifications means any certifications defined in the Fletcher Building 'Sustainability Certified Products' document (which can be accessed at <https://fletcherbuilding.com/assets/1-about-us/documents/revenue-sustainable-products.pdf>) and any third party product sustainability certifications relevant to the product supplied.

In these terms and Conditions:

- (a) words in singular shall include the plural and vice versa;
- (b) any reference to "including" means "including without limitation"

2. TERMS OF AGREEMENT

2.1. Agreement: The Contract between the Purchaser and the Supplier for the purchase of the Goods and/or Services by the Purchaser from the Supplier comprises:

- (a) The Order, including these Conditions;

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- (b) any other terms and conditions (including Specifications) set out in or incorporated by reference in the Order;
- (c) any other terms and conditions which are imposed by law and which cannot be excluded; and
- (d) without limiting clause 2.4, any agreed written variation.

2.2. Entire Agreement: These Conditions, together with the documents referred to in clause 2.1 above, shall apply to all orders for the purchase of the Goods and/or Services by the Purchaser from the Supplier, and contain the only terms and conditions of purchase to which the Purchaser will be bound in connection with the purchase of the Goods and/or Services from the Supplier. The Purchaser will not be bound by any other terms the Supplier may purport to apply (including on an invoice or other document and whether before or after submission of an Order by the Purchaser) or which are endorsed upon any correspondence or documents issued by the Purchaser, except to the extent that the Purchaser and the Supplier enter into a final, signed agreement relating to the provision of Goods and/or Services by the Supplier to the Purchaser in which case that final, signed agreement will take effect to the exclusion of these Conditions.

2.3. Affiliates and associated entities: Where specified by the Purchaser, its associated trading entities and affiliates may include any of the Purchaser's related entities, project alliance participants, trading vehicles, or joint ventures. Where Orders are placed for such parties pursuant to these terms, for the purposes of the Contract and Commercial Law Act 2017, such party(s) may enforce these terms directly with the Supplier, or the Purchaser may enforce on such parties' behalf, and, if such party suffers a loss as a result of the Supplier's actions or omissions under these terms, which that party would be entitled to claim if it were a direct party to these terms, the Purchaser shall be entitled to claim such losses from the Supplier without having to prove loss to the Purchaser (rather than such party).

2.4. Acceptance: Without limiting any other mode of acceptance of this Contract exercised by the Supplier, the Supplier acknowledges that delivery of the Goods or performance of the Services, the Supplier by such conduct agrees to be bound by these Conditions.

2.5. Amendment: The Purchaser may change these Conditions from time to time by issuing amended terms and conditions in writing together with the date on which the change becomes effective (and if no date, the date the new terms and conditions were issued to the Supplier will be the effective date). By entering into a new Contract after the date upon which the new terms and conditions become effective, the Supplier accepts and is bound by the changed terms and conditions for that Contract and future Contracts. If the Supplier does not accept the changes to the Conditions, the Supplier may give notice to the Purchaser that it does not wish to supply any further Goods and/or Services.

2.6. Variations: Purchaser may at any time, without invalidating the Order, issue any variation instruction (whether in respect to quantity, type, extent, time or otherwise) in relation to the Goods and/or Services and the Supplier shall comply with such instruction. Adjustment (if any) to be made to the price as a result of a variation shall be determined by agreement between the Purchaser and the Supplier based on any existing schedule of rates and/or prices in the Order (to the extent reasonably applicable to the nature of the variation) or failing agreement by the parties the price will be adjusted by a reasonable sum determined by the Purchaser.

3. PRICE

3.1. Price of Goods and/or Services supplied: The price of the Goods and/or Services will be as set out in the Order. If no price is specified in the Order, then the Supplier must confirm the price with the Purchaser before the supply of the Goods or before commencing the Services. The Purchaser will not be bound to pay for the Goods and/or Services unless the Purchaser has agreed to the price in writing before the Goods are supplied or the Services are performed.

The price set out in the Order or agreed between the Supplier and the Purchaser for a Contract may not be amended without the prior written agreement of the Purchaser.

- 3.2. The price includes all costs of testing, inspection, labelling, packing and freight and delivery to and off-loading of Goods at the destination as necessary and all costs, expenses and disbursements for provision of the Services, unless otherwise specified in the Order.
- 3.3. **GST:** The price at which the Goods and/or Services are provided by the Supplier to the Purchaser includes (unless otherwise stated in the Order or agreed in writing) all taxes, levies, duties, and GST, if applicable.

4. INVOICES AND PAYMENT

- 4.1. **Invoices:** In addition to any other information specified in the Order or elsewhere in these Conditions, invoices must contain the following information: Order number, item number (if applicable), description of Goods and/or Services, sizes, quantities, weight, unit prices, GST and extended totals. The Purchaser will accept no liability whatsoever for invoices which do not bear such information and shall not be required to pay any invoices that do not contain all the required information. The Purchaser may also, from time to time, request in writing that certain additional information be included in invoices, which the Supplier must comply with to the extent it is reasonably able to do so. All invoices must be addressed to the business unit that places the Order as Purchaser. Invoices (including any supporting payment claim information) must be submitted to the Purchaser in such format and by such method as the Purchaser may require (i.e. by email, electronic accounts payable system and/or other online platform).
- 4.2. **Payment Terms:** The Purchaser will pay invoices for Goods and/or Services supplied by the Supplier to the Purchaser **by the last business day of the month following** the end of the month in which the Purchaser received a correctly tendered invoice, provided that the Goods and/or Services have been received by the Purchaser at the date of the invoice. If the Purchaser disputes any amount of an invoice, the Purchaser will pay the non-disputed amount of the invoice by the due date for the payment.
- 4.3. **Interest:** No interest shall be payable on amounts overdue for less than sixty (60) days, nor will interest be payable on any disputed amount.
- 4.4. **Set Off:** The Purchaser may set off any sums due to the Supplier against any Loss, costs, expenses, losses or damages (whether direct or indirect, and whether liquidated or otherwise) in relation to any bona fide claims the Purchaser (including any other member of the Fletcher Building Group) may have against the Supplier in connection with the Contract or any other Contract between the Supplier and the Purchaser (including any other member of the Fletcher Building Group).

5. DELIVERY

- 5.1. **Packing:** The Supplier must ensure that all Goods are properly and securely packed and where not specified in the Order packaging shall be in a manner appropriate to the Goods and the distance to be travelled.
- 5.2. **Order number:** The Supplier must quote the Order number and the item number (if applicable) on all documents and packages sent by it to the Purchaser in respect of the Order.
- 5.3. **Documents:** On delivery of each consignment of the Goods the Supplier must deliver to the Purchaser such documents as are required by the Order, including, without limitation, customs export documents (if applicable), advice notes, certificates of conformity, and if the Supplier is not the original manufacturer of the Goods, copies of the original manufacturer's certificate of conformity together with test figures, etc, where applicable. Delivery of Goods must be accompanied in each instance by a packing slip and be authorised by a Representative of the Purchaser. We accept no responsibility for Goods delivered without a proof of a packing slip that is signed by our authorised company representative.
- 5.4. **Delivery:** The Goods must be received on the dates and at the destination specified in the Order. Time is of the essence.
- 5.5. **Performance of Services:** The Services must be performed on the dates and at the location specified in the Order. Time is of the essence.

- 5.6. **Failure to comply:** If the Supplier fails to comply with the provisions of this clause 5, the Purchaser may, in accordance with clause 12., and without limiting its other rights and remedies, cancel all or any part of the Order or this Contract.

6. TITLE AND RISK

- 6.1. **Title:** Title in the Goods passes to the Purchaser on delivery or as stipulated in the Order.
- 6.2. **Risk:** The Supplier bears all risk of loss and damage to the Goods until the Goods have been accepted in accordance with clause 6.3.
- 6.3. **Acceptance:** Where acceptance tests are required for Goods and are set out in an Order, acceptance of the Goods delivered shall be subject to completion of the acceptance tests by the Purchaser. Where no acceptance tests are required, the Purchaser shall have the right to inspect the Goods after delivery and acceptance shall take place if the Goods are satisfactory to the Purchaser on inspection, or, if no inspection is made, the Goods will be accepted on the earlier of (a) when they have been taken into final and beneficial use by the Purchaser or (b) twenty eight (28) days after delivery.

If the Purchaser is not satisfied that the Goods are delivered in accordance with the Order, the Purchaser may in its absolute discretion (without limiting any other rights or remedies available to the Purchaser):

- (a) reject them in whole or in part with no further liability to pay for the Goods. Any sums paid shall be returned to the Purchaser on demand within ten (10) days of rejection; and/or
- (b) give notice to the Supplier to repair or replace the Goods without delay at the Supplier's expense and risk.

Title and risk in the rejected Goods immediately re-vests in the Supplier. The Supplier is liable for all Loss incurred by the Purchaser due to the rejection of the Goods. The Supplier must, at its cost, remove from the rejected Goods any of the Purchaser's intellectual property (including names, logos, etc) or any other distinguishing features such as name or symbols.

- 6.4. **No Waiver:** The Purchaser's acceptance does not limit or waive the Purchaser's rights to claim from the Supplier for any defect in the Goods and/or Services or failure of the Goods and/or Services to comply with the warranties, requirements or Conditions of the Order.

7. SUPPLIER'S WARRANTIES

- 7.1. **Goods Warranties:** Where the Supplier supplies Goods, the Supplier warrants and undertakes that the Goods:
- (a) are new and unused, unless the Purchaser agrees in writing to the contrary;
- (b) are safe;
- (c) are free from encumbrances;
- (d) are of merchantable quality and fit for the purpose for which they were intended and any purpose held out by the Supplier or made known to the Supplier in writing at the time the Order is placed, or where no purpose is made known, the Goods are fit for the purpose for which such Goods are ordinarily used;
- (e) will be supplied in accordance with and will meet the requirements of the Order, including all Specifications for the Goods;
- (f) will be free from defects in design, material and workmanship. The Supplier will rectify any defects in the Goods at its own cost, and will indemnify the Purchaser for any Loss it may incur due to the Supplier's default;
- (g) will comply with all laws, regulations, consents and codes of practice in the place where the Purchaser is located;
- (h) include appropriate and correct warning and instructions; and
- (i) comply with any representations, descriptions, samples or other specifications provided by the Supplier in connection with the Goods, including as to quality, function, performance or design.

7.2. Returns: Goods shall be returnable by the Purchaser at any stage upon notification to the Supplier of defects or quality issues, incorrect Goods or quantity delivered, or loss or damage caused by the manufacturing, processing, packing, transportation, or arising out of breach of the Warranties in clause 7.1, and such Goods are at the Suppliers risk. Supplier will be responsible for all costs for transportation and handling (both ways) and rectification or disposal (as applicable) for returned Goods.

7.3. Services Warranties: Where the Supplier supplies Services, the Supplier warrants and undertakes that:

- (a) the Services will be in accordance with and will meet the requirements of the Order, including all Specifications for the Services;
- (b) the Supplier will, and will ensure that its employees and all representatives will, perform the Services in an efficient, proper, and professional manner, in accordance with all applicable law in the place where the Purchaser is located;
- (c) the Supplier will supply all materials, equipment and machinery (as applicable) necessary for the provision of the Services, and will ensure that all such materials, equipment and machinery are fit for their intended purpose and comply with all applicable law in the place where the Purchaser is located;
- (d) the Supplier and each of its employees and representatives will not use any of the Purchaser's equipment unless the Purchaser specifically approves such use (which will be solely at the Purchaser's discretion);
- (e) the Supplier will maintain all licences, consents and permits required for the performance of the Services; and
- (f) the Supplier, at the Supplier's own cost, shall make good any errors, defects or omissions in the Services provided to the Purchaser.

The Supplier will perform the Services at the location set out in the Order or as notified to the Supplier by the Purchaser from time to time, as applicable.

7.4. Prior representations:

- (a) The Supplier represents, warrants and undertakes on a continuing basis that all information and representations made by the Supplier to the Purchaser prior to or after the date of this Contract, whether oral or written, including in response to any pre-qualification or procurement process leading to this Agreement are:
 - i. true, complete and correct and not misleading (including through non-disclosure); and
 - ii. shall not limit any other obligation under this Agreement.
- (b) The Supplier will notify the Purchaser promptly should it become aware that any representations referred to in clause 7.4(a) made to the Purchaser were untrue, incorrect or misleading at the time, or where the representations made at the time were true, correct and not misleading but the position has now materially changed.
- (c) The Supplier acknowledges that the Purchaser has, in entering into this Contract and during the term, relied on clause 7.4(a) and the Supplier's representations. Should any representations be untrue or misleading in any material respect it will be considered a material breach by the Supplier, and the Purchaser may terminate this Agreement by written notice to the Supplier without any liability from the Purchaser to the Supplier.

7.5. Consumer Guarantees: Where the Purchaser on-sells the Goods to a consumer, the Supplier will be liable for all claims, costs, losses or damages that the Purchaser may be responsible for to the consumer under applicable consumer guarantees law in respect of those Goods.

7.6. No limitation: The warranties provided in these Conditions are in addition to any obligations that the Supplier owes to the Purchaser that are implied by law, trade, usage or otherwise. The provisions of this clause 7 shall survive termination of the Order, howsoever arising.

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8. SUPPLIER'S RESPONSIBILITIES

8.1. Compliance with the Order: The Supplier will provide the Goods and/or the Services to the Purchaser in accordance with the Order.

8.2. The Supplier acknowledges that it has read and understood the Purchaser's Supplier Code of Conduct, which is available at <https://fletcherbuilding.com/assets/4-investor-centre/other-documents/Supplier-Code-of-Conduct.pdf>. The Supplier agrees to be bound by the Supplier Code of Conduct, as may be amended from time to time, in the performance of the Order. Breach of this clause 8.2 shall be deemed a material breach of this Agreement, allowing the Purchaser to terminate this Agreement by immediate written notice without any liability from the Purchaser to the Supplier.

8.3. Health, Safety and Environment: The Supplier will:

- (a) at all times comply with all policies, directions and applicable laws in the place where the Purchaser is located, including but not limited to those policies, directions, laws and regulations relating to health, safety and environment which are relevant to any of the Goods and/or Services.
- (b) not provide any Goods and/or Services which are intrinsically hazardous to life or harmful to the environment without appropriate arrangements being agreed with the Purchaser in advance in writing;
- (c) ensure, so far as is reasonably practicable, that the Goods and/or Services do not cause risks to the health and safety of any persons or damage or contamination to the environment;
- (d) ensure that waste and surplus materials arising from the provision of the Goods and/or Services are disposed of appropriately;
- (e) if requested by the Contractor, provide information in relation to health and safety and environmental matters, including in respect of its operations and personnel, and will co-operate and assist with any incident investigation; and
- (f) notify the Purchaser as soon as it becomes aware of any health and safety or environmental hazards or issues which arise in relation to the Goods and/or Services in which the Purchaser will have an interest and must provide the Purchaser on demand with copies of any reports, documents or other material in relation to those health and safety or environmental hazards or issues.

Breach of this clause 8.3 will be deemed a material breach, allowing the Purchaser to terminate the Contract by immediate written notice.

8.4. Employees and contractors: The Supplier will comply, and at all times be responsible for its employees, agents and sub-contractors and will ensure that they, when on the Purchaser's site (or the Purchaser's customer's site), are made aware of and comply with all applicable laws, rules, regulations and requirements of that site, including the Purchaser's health and safety policies, procedures and other reasonable instructions issued on behalf of the Purchaser from time to time in relation to the relevant site, including any conditions for access to the site (**site rules**). The Purchaser will have the right to refuse access to its site to any of the Supplier's employees, agents and sub-contractors who, in the reasonable opinion of the Purchaser, is not a fit and proper person to have access to the site, or who refuses to comply with the site rules.

8.5. Ethics: The Supplier undertakes it will not:

- (a) induce any employee, agent or subcontractor to the Purchaser to make any concession to or confer any benefit on the Supplier, or to refrain or withhold from doing anything in connection with the Order in return for any gift, money, benefit or other inducement; or
- (b) encourage or facilitate an employee, agent or sub-contractor of the Purchaser to commit any act of dishonesty against the Purchaser which may benefit the employee, agent or subcontractor of the Purchaser or be a detriment to the Purchaser, or both.

8.6. ESG Reporting:

- (a) If requested by the Purchaser, the Supplier shall, at its cost, provide in the form, to the extent, in the manner, to whom, and at times requested by the Purchaser, data, records and

information relating to environmental, sustainability and governance issues, including as to:

- i. GHG Emissions associated with the Supplier's activities under this Contract (which may be provided to the Purchaser directly, or via a third party supply chain portal nominated by the Purchaser);
 - ii. energy production or energy consumption; and
 - iii. waste data relating to the Supplier's activities under this Contract, including type of waste, volume or tonnage, and disposal route (landfill or diversion).
- (b) If Goods supply is part of this Contract, if requested by the Purchaser, the Supplier shall, at its cost, provide the Purchaser with any Sustainable Product Certifications that it holds.
- (c) The Supplier shall:
- i. collect and keep all data, information and records as may be required to enable the Supplier to discharge its obligations under clause 8.5(a) and in any event hold such data, information and records for a minimum of seven years;
 - ii. ensure such data, information and records are accurate;
 - iii. advise whether the data, information or records or any part of the data, information or records, has been validated by independent audit and, if so, to what verification standard; and
 - iv. permit any persons appointed or approved by the Contractor to examine, monitor, measure, copy, audit and/or verify such data, information and records and will cooperate with, and provide all reasonable assistance to any such persons (including providing access to premises, plant and the Supplier's equipment, producing and giving access to documents and answering any relevant questions).
- (d) A breach of this clause 8.5 will be deemed a material breach of this Agreement, allowing the Contractor to terminate this Agreement by immediate written notice without any liability from the Contractor to the Subcontractor.

9. INDEMNITY

The Supplier will indemnify and hold the Purchaser harmless against any and all Loss incurred by the Purchaser as a result of or in connection with any breach by the Supplier of this Contract (including the warranties in clause 7) or an Order or any breach by the Supplier of any applicable law.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. Purchaser's intellectual property: The Supplier may sell Goods containing the Purchaser's intellectual property only to the Purchaser or as permitted by the Purchaser.

10.2. No infringement: The Supplier warrants to the Purchaser that the Goods and/or Services provided to the Purchaser do not infringe any intellectual property rights of any person and will indemnify the Purchaser in full against all Losses incurred by the Purchaser as a result of or in connection with any claim that the Goods and/or Services provided by the Supplier infringe any intellectual property of any other person.

11. CONFIDENTIALITY AND INFORMATION

11.1. Confidentiality: The Supplier agrees to keep confidential all of the Purchaser's information concerning or arising from the performance of the Order or otherwise provided by the Purchaser to the Supplier. The Supplier will ensure that all confidential information in its possession or control is protected at all times from unauthorised access or use and will only use such information to fulfil its obligations under the Contract. This clause does not apply to information which is lawfully obtained from a third party who does not owe an obligation of confidentiality to the Purchaser, is public knowledge, is already known or is otherwise independently developed by the Supplier and is not due to the Supplier's default.

11.2. No advertisement: The Supplier shall not advertise itself as supplying goods and/or services to the Purchaser without the Purchaser's prior written consent. The obligations of this clause 11 shall remain in force notwithstanding completion, cancellation or termination of the Order.

11.3. Media enquiries / No announcements: The Supplier shall not make any public announcement, respond to media requests, issue any press release or other information (including digital images) concerning the Order, its subject matter, the Purchaser or any client of Purchaser, in any media or in its marketing material, including on social media, without the prior written approval of the Purchaser. The Supplier shall refer to the Purchaser any enquiries from any media or third parties, including members of the public, concerning the same.

11.4. Ownership of information: All drawings, Specifications, artwork, data, material, supplies, equipment, tooling, dies, moulds, fixtures and patterns furnished or paid for by the Purchaser, shall be the Purchaser's exclusive property, and shall be used by the Supplier only in performance of the Order. Such property, while in the Supplier's custody and control, shall be held at the Supplier's sole risk and, upon the Purchaser's request, shall be returned to the Purchaser in good condition, normal wear and tear accepted.

11.5. Damages not adequate remedy: The Supplier acknowledges that damages may not be an adequate remedy for any breach of this clause 11 and that the Purchaser may be entitled to equitable relief for any actual or threatened breach of this clause 11.

12. TERMINATION

The Purchaser may, at any time, terminate an Order, or this Contract, in whole or in part, without cause, upon written notice to the Supplier. Following upon any such termination on the Supplier must, to the extent specified by the Purchaser, stop all work on the Order, and cause its suppliers and subcontractors to stop work. Any costs for any such termination of the Order or Contract will be limited to actual non-recoverable costs incurred by the Supplier which the Supplier can demonstrate were properly incurred prior to the date of termination. In no event shall such reimbursement include anticipated profits for undelivered Goods or unperformed Services. Without limiting the foregoing, the Purchaser may terminate the Contract or an Order, in whole or in part, if the Supplier:

- (a) fails to make delivery of the Goods or perform the Services within the time specified in the Order;
- (b) fails to replace defective Goods and/or Services in accordance with these Conditions;
- (c) fails to comply with any other terms specified in the Contract; or
- (d) becomes insolvent, files or has filed against petition in bankruptcy, or makes an assignment for the benefit of creditors.

13. DISPUTE RESOLUTION

If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier under the Order either party may give to the other party a notice that a dispute exists, specifying its nature, the point(s) in issue and its intention to refer the dispute to arbitration. If the parties fail to resolve such dispute by further consultation within a period of thirty (30) days from the date upon which such notice of dispute has been given, then either party may, by written notice, require the dispute to be referred to arbitration for determination before a sole arbitrator, as follows:

- (a) in accordance with the Arbitration Act 1996 (and clause 5 of Schedule 2 of that Act applies);
- (b) by a sole arbitrator agreed upon by the parties and failing agreement, by an arbitrator appointed by AMINZ or equivalent body at the request of either party;
- (c) the seat and location of the arbitration will be Auckland, New Zealand;
- (d) the language of the arbitration will be English; and
- (e) the award of the arbitrator will be final and binding on the parties, subject to the rights of appeal on a question of law pursuant to clause 5 of Schedule 2 of the Arbitration Act.

The agreement to arbitrate contained in this clause is governed by, and will be interpreted in accordance with, the laws of New Zealand.

Nothing in the agreement to arbitrate prevents either the Purchaser or the Supplier from seeking an interim injunction or other urgent interim relief for any conduct or threatened conduct that is or would be a material breach of this Order.

14. GENERAL

14.1. No assignment, subcontracting or advertising: The Supplier must not assign or subcontract its rights or obligations under the Contract without the Purchaser's prior written consent.

14.2. Insurance: The Supplier shall arrange for Goods to be insured (until acceptance by the Purchaser in accordance with clause 6.3) for their full replacement value against any loss or damage whatsoever including, but without limiting the generality of the foregoing, loss or damage in transit and transit costs. The Supplier must also, at its own expense, maintain with a reputable insurer, insurances of a type and an amount that would be prudent for a reasonable supplier of such Goods and/or Services. The Supplier will provide evidence of such insurance upon request by the Purchaser.

14.3. Relationship: The Supplier is an independent contractor of the Purchaser. Nothing in these Conditions constitute any other type of relationship between the parties.

14.4. No guarantee of business: The Supplier acknowledges that the Purchaser may purchase Goods and/or Services from other suppliers and there is no guarantee of exclusivity or minimum quantity of business.

14.5. Waiver: No waiver of any breach of, or failure to enforce any provision of, the Contract by any party shall in any way limit the right of such party thereafter to enforce and compel strict compliance with the provisions of the Contract.

14.6. Illegality: If any term of the C is, or becomes, unenforceable, for any reason, the relevant term is to be considered to be modified to the extent necessary to remedy the unenforceability. If this is not possible, the provision is to be severed from the Contract, without affecting the enforceability of any other term of the Contract.

14.7. Privity: Where any provision of this Contract is expressed to be for the benefit of any person other than either party, such provision is intended to confer a benefit on such person, enforceable at the suit of that person.

14.8. Governing law: This Contract shall be governed by and construed in accordance with:

- (a) in respect of Goods or Services provided to a Purchaser located in New Zealand - the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand; and
- (b) in respect of Goods or Services provided to a Purchaser located in any other territory - the laws of the applicable territory and the parties submit to the non-exclusive jurisdiction of the courts of that territory.