

## Standard Terms and Conditions of Purchase

- 1) **Contract:** This contract is between Proreo Limited (Proreo) and the supplier (Supplier). The terms of the contract are the terms and conditions set out in this document, together with any specific or special conditions written in or annexed to the purchase order. Notwithstanding any term to the contrary in the Supplier's documents, these conditions supersede any terms in the Supplier's offer or quotation, unless expressly agreed in writing between Proreo and the Supplier as an amendment to this contract.
- 2) **Delivery:** The goods or services are to be supplied to the address stated on the purchase order in accordance with any attached programme or dates specified.
- 3) **Breach of contract:** If the Supplier fails to provide goods or services by the agreed date, Proreo shall be entitled to claim from the Supplier and/or deduct from any amount due to the Supplier on this contract or any other contract, any direct or indirect costs, expenses, or damages incurred as a result of the Supplier's delay (including without limitation any general or liquidated damages claimed against or incurred by Proreo).
- 4) **Termination:** If the Supplier breaches this contract and such breach is not remedied within 7 days of receipt of written notice from Proreo, Proreo shall be entitled to terminate this contract immediately.
- 5) **Defective goods:** In the event that goods supplied are not in accordance with the terms, conditions and specifications set out in the purchase order, Proreo reserves the right to reject them. Any defective goods must be immediately removed at the Supplier's cost and, at Proreo's sole discretion, the Supplier must replace them or given a full refund.
- 6) **Health and safety:** The Supplier must comply with all site instructions, relevant legislation, regulations, codes of practices and government best practice guidelines, including the health and safety policies of Proreo and all reasonable requirements of the head contractor or the principal (if not Proreo). All relevant health and safety documentation for goods and services supplied must be provided with the delivery documentation, including any material safety data sheets (where applicable) and installation instructions.  
  
If the purchase order requires the Supplier to carry out any work on site, then the Supplier must complete an Proreo health and safety audit questionnaire, provide a copy of its site safety plan, and ensure all staff have been inducted and comply with all site health and safety rules.
- 7) **Price:** The price on the purchase order is a fixed price for the duration of the contract, unless expressly agreed by Proreo in writing.
- 8) **Payment:** Invoices received by the end of the month will be paid by the end of the month following, unless amended by specific payment terms stated on the purchase order. All invoices must be sent to Proreo's Christchurch office for processing and reference the purchase order number.
- 9) **Insurance:** Prior to delivering materials to site or commencing works, the Supplier must provide evidence of current insurance for motor vehicles, equipment and plant, and current public liability insurance of not less than \$2m.
- 10) **Governing law:** The contract is governed by New Zealand law and both parties submit to the non-exclusive jurisdiction of the courts of New Zealand.