

## THE WAREHOUSE GROUP'S (TWG's) STANDARD TERMS AND CONDITIONS OF PURCHASE FOR NON-TRADE GOODS AND SERVICES

### INTRODUCTION

These are the default terms and conditions under which TWG will purchase goods or services. In the event that a specific agreement is made between TWG and a supplier, the provisions of that agreement will supersede the provisions of these default terms and conditions for the term of that agreement. 'TWG' means any of the subsidiaries which include without limitation The Warehouse Limited (TWL), Warehouse Stationery Limited (WSL), Noel Leeming Group Limited (NLG), Torpedo 7 Limited (T7) and The Warehouse Group Investments Limited (TWGI) as applicable in the circumstances.

### 1. EFFECT OF TERMS & CONDITIONS

A supplier will be bound by these terms and conditions from the date they accept these by electronically making the declaration accepting the terms and conditions by submitting the on-boarding form for Suppliers via Coupa. In the event that TWG procures good or service by using a procurement card, the provisions of these terms and conditions will apply, except for Clauses 2 and 6.

TWG will provide written notification to the supplier of any proposed amendments to these terms and conditions for future orders at least 20 working days before TWG intends the proposed amendments to become effective.

### 2. PURCHASE ORDERS & PRICE

All goods delivered or services performed shall be subject to a written Purchase Order issued by TWG. The Purchase Order needs to be a system generated one with a Purchase Order number for the supply of goods or services. No verbal orders will be accepted as a Purchase Order for payment purposes. TWG will pay the supplier the price(s) agreed between the parties, as stated on the Purchase Order. The price(s) referred to in any Purchase Order shall include:

- (a) All taxes (other than GST), duties and any other statutory charges for which the supplier is liable;
- (b) All amounts payable for the use of patents, copyrights, registered designs, trademarks and other intellectual property rights; and
- (c) All charges for supply of the goods or services. Unless otherwise agreed between the parties, all prices for goods will be on a Free Into Store (FIS) basis.

The supplier will provide written notification to TWG of any proposed amendments to the price(s) for future orders at least 60 working days before the supplier intends the proposed amendments to become effective. Acceptance of and agreement to any such amendments shall be at TWG's option.

### 3. DELIVERY OF GOODS

Goods will be delivered to TWG during agreed delivery windows and will be accompanied by delivery documentation which is acceptable to TWG and which shall include Purchase Order number(s) (except where an item is purchased by procurement card). If the quantity and quality of the goods delivered appear to be correct on preliminary visual inspection (without unpacking the goods) by TWG ("Proof of Delivery Check"), then the relevant staff member of TWG will sign the delivery documentation or an electronic proof-of-delivery device as may be the case. Where some or all the goods are rejected at the Proof of Delivery Check, then the delivery documentation or electronic proof-of-delivery device will be amended or not signed as considered appropriate by TWG.

### 4. RISK, ACCEPTANCE & TITLE IN GOODS

Upon signing of the delivery documentation or electronic proof-of-delivery device by TWG, risk in the goods will pass to TWG. In the event that any goods are delivered to TWG in error and such goods are damaged whilst on TWG's premises for whatever reason, the supplier will be liable for such damage, and will bear risk in such goods generally provided that the supplier is notified as soon as TWG becomes aware, or should reasonably have been aware, of the incorrect delivery.

TWG will carrying out a full inspection of the goods once they have been unpacked. The receipt or signature of delivery documentation or an electronic proof-of-delivery device will not constitute acceptance by TWG of the quality or the quantity of any goods.

If any goods fail to comply with the requirements of these terms and conditions or fail to satisfy TWG for reasonable cause, TWG may accept some of the goods and reject the remainder of the goods; or reject all of the goods and decline acceptance of the entire delivery.

Upon acceptance of the goods in writing after inspection, TWG will take title in the goods and assume liability for payment for the goods. TWG will report any defect to the supplier within 2 working days of such defect coming to TWG's attention. In the event that TWG requires replacement of any goods, the supplier will affect replacement within 1 working day of the defect being reported to the supplier, unless otherwise agreed between the parties. If replacement is not possible within that timeframe the goods will be deemed to have been rejected and TWG will not be liable for payment of the goods and risk in the goods will be borne by the supplier.

## 5. SUPPLIER'S OBLIGATIONS

The supplier warrants to TWG that:

- (a) It has obtained all rights and permits that may be required to sell the goods or services to TWG ;
- (b) It is the sole owner or licensee of all proprietary rights and Intellectual Property in the goods or services and it is not in breach of any Intellectual Property rights of any third party;
- (c) The goods or services are of merchantable quality and are free from defects;
- (d) The goods or services comply in all respects with the laws and regulations in force in New Zealand;
- (e) In supplying goods or services to TWG it will endeavour to encourage environmental responsibility.

## 6. INVOICING & PAYMENT

The supplier will submit invoices to TWG in the calendar month during which the goods or services are provided. Each invoice will state the supplier's delivery documentation reference number (if applicable) and TWG 's Purchase Order number. All invoices will be tax invoices in accordance with current New Zealand tax legislation and must show the supplier's GST number.

All invoices must be submitted directly into the Coupa procurement system via the link in the Purchase Order or via the Coupa Supplier Portal. Emailed invoices will be ignored unless specific arrangements have been made.

TWG will pay the supplier's invoices on or around the 20<sup>th</sup> day of the month following the date of the invoice to TWG for the goods or services supplied during the previous month (except for NLG where payment will be made on the last day of the month following date of invoice), provided that invoices are received in accordance with this clause. Payment date will be calculated based on the date of invoice mentioned in Coupa only. TWG shall not be responsible for any taxes, duties or penalties payable, except for any applicable GST. Failure by TWG to dispute any invoice prior to payment will not prejudice TWG's right to dispute subsequently the correctness of such invoice. If any TWG has any claim against the supplier, the amount of that claim may be set off against any amounts due or becoming due under any Purchase Order made out to the supplier by TWG.

The supplier shall send a monthly reconciliation statement to TWG account payable at the end of every calendar month or within the first week of a new calendar month.

## 7. STATUTORY REQUIREMENTS

The supplier shall comply with the requirements of all Acts of the Parliament of New Zealand and with the requirements of all ordinances, regulations, by-laws, orders and proclamations made or issued under any such Act or ordinance, and with the lawful requirements of public and other authorities in any way affecting or applicable to TWG's premises.

## 8. ADVERTISING

The supplier will not claim that TWG endorses its business or activities, or use TWG's name in advertising the supplier's business or activities, without the express prior permission in writing of that TWG, and will comply with any and all terms and conditions upon which such permission is granted.

## 9. INDEMNITY

The supplier agrees to indemnify and to hold any TWG harmless from and against all loss, cost, damage, injury or other liability arising out of the provision of goods or services by the supplier.

## 10. HEALTH AND SAFETY

Where the supplier carries out physical works for TWG (examples include, but are not limited to, electrical work, building/renovation, scaffolding or maintenance work) the following requirements apply:

- Supplier/contractor must prequalify or show evidence of prequalification through a recognised provider (Sitewise, Impac Prequal, ISNet).
- Documentation outlining safe work methods to be provided to TWG relationship holder for higher risk work.

## 11. FORCE MAJEURE

Neither party will be liable to the other for any delays or non-performance of contractual obligation under these terms and conditions caused by a force majeure event, provided that such force majeure event was for a continuous period of at least 20 working days and each party has taken all reasonable steps to minimise any loss, damage or delay resulting from a force majeure event.

## 12. DISPUTES & MEDIATION

If any dispute arises between the parties concerning the purchase of goods or services, then the parties shall meet to discuss the dispute and shall negotiate in good faith to resolve it. If any dispute arising has not been resolved by the parties within 20 working days after the date the party raising the dispute gave notice of it to the other, then the dispute may be referred to the mediation of a single mediator if the parties can agree upon one, and failing such agreement, to a mediator appointed by LEADR.

## 13. ENTIRE AGREEMENT

These terms and conditions constitute the entire agreement between TWG and the supplier. Any change or modification or discharge must be in writing and signed by an authorised representative of TWG. In the event of the delivery by the supplier to TWG of any other document (including but not limited to credit applications, delivery notes, invoices) containing terms contrary or inconsistent with these terms and conditions, the provisions of these terms and conditions shall prevail.