

TERMS AND CONDITIONS TO ACCOMPANY PURCHASE ORDER

1 DEFINITIONS

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

Business Day means a day (other than a Saturday, Sunday or public holiday) on which registered banks are open for business in Christchurch;

Confidential Information means all information of a confidential nature (in whatever form) relating to the business, interests, methodology or affairs of the Purchaser obtained by the Supplier in connection with the supply of the Goods or Services and includes the commercial terms of the Agreement;

Delivery means delivery of the Goods or supply of the Services to the location specified in the Purchase Order;

Goods means the goods described in the Purchase Order;

GST means goods and services tax payable under the Goods and Services Tax Act 1985;

Purchase Order means the Purchaser's request for Goods and/or Services placed or communicated with the Supplier in whatever form and includes these Terms;

Purchaser means Christchurch International Airport Limited;

Services means the services described in the Purchase Order;

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

Supplier means the person or entity as named in the Purchase Order who sells the Goods or Services to the Purchaser; and

Terms mean these terms and conditions of purchase.

In these terms and conditions:

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

2 TERMS OF AGREEMENT

2.1 The agreement between the Purchaser and the Supplier for the purchase of the Goods or Services by the Purchaser from the Supplier comprises:

- (a) these Terms;
- (b) any other terms and conditions (including Specifications) set out in or incorporated by reference in the Purchase Order; and
- (c) any agreed written variation.

2.2 Without limiting any other mode of acceptance of this Agreement exercised by the Supplier, the Supplier acknowledges that by completing Delivery, the Supplier will be deemed to have agreed to be bound by these Terms.

3 PRICE

3.1 The price of the Goods or Services will be as set out in the Purchase Order. If no price is specified in the Purchase Order, then the Supplier must confirm the price with the Purchaser before the supply of the Goods or Services. The Purchaser will not be bound to pay for the Goods or Services unless the Purchaser has agreed to the price in writing before the Goods or Services are supplied. The price set out in the Purchase Order or agreed between the Supplier and the Purchaser for the Agreement may not be amended without the prior written agreement of the Purchaser.

3.2 The price at which the Goods or Services are provided by the Supplier to the Purchaser includes (unless otherwise stated or agreed in writing) GST, if applicable.

4 PAYMENT

4.1 The Supplier will provide the Purchaser with a valid tax invoice setting out the amount payable by the Purchaser to the Supplier for the Goods or Services.

4.2 All invoices will require the Purchase Order number to be quoted on the invoice. Any invoices received without the Purchase Order number will **not** be processed for payment and will be returned to the Supplier for resolution, resulting in a delay to processing payment.

4.3 Electronic copies of invoices are encouraged and can be emailed to the Purchaser's Accounts Division at accounts@cial.co.nz.

4.4 Unless there is a bona fide dispute in relation to the invoice, the Purchaser will pay the invoice of the Supplier on the 20th of the month following the date of invoice. Payment will be made by direct credit to the bank account nominated by the Supplier.

4.5 Neither party may apply any amount owing under these Terms towards satisfaction of the indebtedness of the other.

5 OWNERSHIP, RISK & DELIVERY

5.1 Unless otherwise agreed in writing, the Supplier will deliver the Goods or Services to or at the location specified in the Purchase Order by the date specified in the Purchase Order.

5.2 Any risk associated with the Goods remains with the Supplier until Delivery of the Goods to the Purchaser in accordance with these Terms. Title in the Goods passes to the Purchaser upon Delivery of the Goods to the Purchaser.

5.3 Unless otherwise agreed in writing, the Supplier shall be responsible for the cost of and arranging Delivery.

5.4 Goods may not be Delivered in part unless otherwise agreed in writing by the Purchaser.

6 REJECTION

6.1 The Purchaser may reject any Goods which it reasonably considers are defective in any way or where the warranties in clause 7.1 have not been complied or where no Purchase Order exists or an invalid Purchase order is used by the Supplier with within 20 Business Days of receipt of such Goods by notifying the Supplier of its intention to reject the Goods. Any costs incurred by the Purchaser in rejecting any Goods will be at the Supplier's sole cost.

6.2 All Goods rejected pursuant to clause 6.1 must be removed from the Purchaser's premises by the Supplier within 2 Business Days of Purchaser notifying the Supplier of its intention to reject the Goods and the location from which the Supplier shall collect the rejected Goods.

7 WARRANTIES

7.1 In addition to any warranties implied by law the Supplier warrants that the Goods together with their components supplied by the Supplier pursuant to these Terms will:

- (a) be new and unused on Delivery;
- (b) conform as to design, quality, quantity, configuration, functionality, the samples (if any) and Specifications provided to the Purchaser by the Supplier;
- (c) be appropriately packaged, packed and securely stored until completion of Delivery and installation by the Supplier (if applicable) to minimise the risk of damage, deterioration and theft;
- (d) where applicable, be properly installed and integrated into, and will be compatible with and will not damage, the Purchaser's systems and other property;

- (e) free from any security interest as defined in the Personal Property Securities Act 1999; and
- (f) for at least 24 months (or such longer period as is reasonable taking into account the nature of the Goods) from the date of Delivery:
 - (i) be fit for the expected use and purpose; and
 - (ii) be free from any defect (including any latent defect) in design, materials, workmanship or title; and
- (g) will not infringe any third party's intellectual property rights.

7.2 In addition to the warranties implied by law, the Supplier warrants that the Services will be performed in accordance with the Specifications and with the highest degree of care, skill and diligence expected of a provider of services equivalent or similar to the Services. The Supplier further warrants that any pre-existing and new Intellectual Property incorporated in the Services will not infringe the Intellectual Property rights of any third party.

7.3 The Supplier will promptly remedy any breach of the warranties set out in clause 7.1 and 7.2 to the Purchaser's satisfaction. If requested by the Purchaser, the Supplier will replace, repair or upgrade any faulty Goods and re-perform the Services and provide a temporary solution while the breach is being remedied. Any components of the Goods replaced or upgraded within a warranty claim period will be new and unused and will not be charged to the Purchaser. The warranty period set out in clause 7.1(f) is to be suspended for the period from when the breach of warranty is notified to the Supplier until such time as the breach of warranty is remedied in accordance with this clause.

7.4 The Supplier will, to the greatest extent possible, pass onto the Purchaser the benefit of any warranty or other assurance from any other person in respect of the Goods or Services supplied to the intent that the Purchaser may have recourse against those persons through the Supplier.

8 LIABILITY AND INDEMNITY

8.1 The Supplier acknowledges that to the maximum extent permitted by law:

- (a) the Supplier indemnifies the Purchaser against any liability, loss or damage or costs suffered or incurred by the Purchaser arising directly or indirectly out of or in connection with the provision of the Goods or Services by the Supplier.
- (b) the Purchaser will not be responsible or liable for any injury, loss or damage to any person or property of any kind whether directly or indirectly caused or contributed to by or in the course of the Supplier providing the Goods or Services; and
- (c) in the event that notwithstanding clause 7.1(b) above the Purchaser is found to be liable to the Supplier under or in connection with this Agreement, the Purchaser's liability shall be limited to the purchase price of the relevant Goods or Services.

9 CONFIDENTIALITY

9.1 All Confidential Information supplied by the Purchaser to the Supplier and by the Supplier to the Purchaser shall remain the property of the Purchaser or the Supplier as the case may be and that neither the Supplier nor the Purchaser shall disclose to any person any Confidential Information of the other party. This obligation shall not apply to information which has entered the public domain otherwise than as a result of a breach of this clause by the Supplier or the Purchaser as the case may be, where a party is required by law to disclose information, or where the disclosing party can show that it has received the information from someone not bound by an obligation of confidentiality in respect of that information.

9.2 Clause 9.1 survives completion and/or termination of the Agreement.

10 TERMINATION

10.1 The Purchaser may, at any time, terminate the Purchase Order, or the Agreement, 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 Purchase Order. Any costs for any such termination of the Purchase Order or Agreement 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 Services. Without limiting the foregoing, the Purchaser may terminate the Agreement or a Purchase Order, in whole or in part, if the Supplier:

- (a) fails to make Delivery of the Goods or Services within the time specified in the Purchase Order;
- (b) fails to replace or remedy defective Goods or Services in accordance with these Terms;
- (c) fails to comply with any other terms specified in the Agreement; or
- (d) becomes insolvent, files or has filed against it a petition in bankruptcy, or makes an assignment for the benefit of creditors.

10.2 Termination of this Agreement will be without prejudice to the rights of a party against the other party accrued prior to such termination.

11 GENERAL TERMS

11.1 These Terms, together with the documents referred to in clause 2.1 above, shall apply to all orders for the purchase of Goods 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 Goods 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 Purchase 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 signed agreement relating to the provision of Goods or Services by the Supplier to the Purchaser in which case that final, signed agreement will take effect to the exclusion of these Terms.

11.2 The Supplier shall not assign or transfer any of its rights or obligations under the Agreement without the prior written consent of the Purchaser.

11.3 The Supplier will be responsible for the Supplier's employees' own health and safety. The Supplier must comply with the Health and Safety at Work Act 2015 (and any successor or replacement legislation) and any Regulations made under that Act and all health and safety requirements of the Purchaser which may be relevant to the Supplier's Delivery of the Goods or Services under this Agreement.

11.4 The Supplier will comply with the Purchaser's Requirements for Contractors as issued from time to time to the extent they apply to the Goods and Services being supplied and do not conflict with these provisions.

11.5 None of the provisions of these Terms will be considered to be waived by either party except when such waiver is given in writing. No delay or omission of either party in exercising any right, power, privilege or remedy under these Terms will operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other future exercise thereof or the exercise of any other right, power, privilege or remedy.

11.6 If any provision of these Terms is or becomes or is declared invalid, unenforceable or illegal by the courts of New Zealand to which it is subject such invalidity, unenforceability or illegality shall not prejudice or affect the remaining provisions of these Terms which shall continue in full force and effect notwithstanding such invalidity, unenforceability or illegality.

11.7 These Terms shall be governed and construed in all respects in accordance with the law of New Zealand.