

# Standard Terms and Conditions for Purchase Orders



## 1. Definitions

- 1.1 'Agreement' means the agreement to purchase and supply goods, services and / or works made between the Supplier and ANZCO Foods on these terms and conditions pursuant to this purchase order.
- 1.2 'Supplier' means the person or organisation that is supplying the goods, services or works to ANZCO Foods.
- 1.3 'ANZCO Foods' means ANZCO Foods Limited and its subsidiary businesses, successors and assigns, having its registered office at 5 Robin Mann Place, Christchurch Airport, Christchurch 8053, New Zealand.

## 2. General

- 2.1 These terms and conditions apply to all orders to purchase goods, services or works made by ANZCO Foods, unless ANZCO Foods agrees otherwise in writing. The Supplier, by supplying the goods, services or works, is deemed to have accepted these terms and conditions, which may not be varied without the written consent of ANZCO Foods.
- 2.2 These terms and conditions shall take precedence over any of the Supplier's terms and conditions, unless the parties agree otherwise in writing.

## 3. Warranties

- 3.1 Notwithstanding anything to the contrary in any standard terms and conditions of the Supplier, the Supplier warrants that the goods, services or works supplied:
  - i) are of a good quality, having regard to good industry practices for the industry in which the Supplier operates;
  - ii) comply with any description, sample or representation that has been provided to ANZCO Foods;
  - iii) comply with any specification that has been provided to the Supplier by ANZCO Foods;
  - iv) are fit for their normal purpose or any other particular purpose ANZCO Foods has made known to the Supplier;
  - v) are not hazardous and do not contain hazardous items or materials (including asbestos) unless this has been notified to and agreed with ANZCO Foods;
  - vi) will be supplied within any time period agreed by the parties, or in the event no such period is agreed then within a reasonable time of the order being placed; and
  - vii) will comply with all applicable statutes, regulations, New Zealand and international standards, and with any policies of ANZCO Foods.
- 3.2 In providing goods, services or works, the Supplier warrants that it will exercise the degree of skill, care and diligence of a competent and qualified professional. The Supplier also warrants that:
  - i) it shall comply in full with the law and with any ANZCO Foods policies provided to the Supplier and as updated from time to time, when supplying any goods, services or works;
  - ii) it shall comply with the reasonable directions of ANZCO Foods when supplying any goods, services or works including (where applicable) any of ANZCO Foods' health and safety at work directions and procedures;
  - iii) it shall keep any confidential information supplied by ANZCO Foods confidential, use such information only for the purpose it is provided, and return such information to ANZCO Foods at ANZCO Foods' request; and
  - iv) any intellectual property generated by the Supplier in providing goods, services or works to ANZCO Foods shall be the property of ANZCO Foods.

## 4. Indemnity

- 4.1 Notwithstanding anything to the contrary in any Supplier's terms and conditions, the Supplier indemnifies ANZCO Foods against all costs, damages (whether direct or indirect), proceedings, losses or other expenses incurred by ANZCO Foods as a result of any failure to comply with the warranties specified above or any other term of this Agreement.

## 5. Payment terms

- 5.1 Payments for any goods, services or works supplied by the Supplier to ANZCO Foods are to be made by ANZCO Foods to the Supplier by the twentieth (20<sup>th</sup>) day of the month following receipt by ANZCO Foods of an appropriate invoice for the goods, services or works from the Supplier (such invoice complying in all respects with the requirements of the Goods and Services Tax Act 1985, where appropriate).
- 5.2 ANZCO Foods shall not be required to pay any part of an invoice that is genuinely and reasonably disputed, until such dispute is resolved.
- 5.3 Invoices are to be e-mailed to [ap@anzcofoods.com](mailto:ap@anzcofoods.com) and must contain the following information:
  - i) the Supplier's legal name, address and GST number (if registered for GST);
  - ii) the purchase order number issued by ANZCO Foods for the relevant goods, services or works;
  - iii) a description of the goods, services or works provided;
  - iv) the date the invoice was issued; and
  - v) the charges for the relevant goods, services or works, calculated correctly.

## 6. Health and safety

- 6.1 The Supplier will comply with any requirements of ANZCO Foods relating to health and safety pre-qualification assessments with an independent external assessment provider (being SiteWise at the date of this Agreement). Where applicable, the Supplier will provide to ANZCO Foods proof of the pre-qualification assessment, and any other related documentation requested by ANZCO Foods, prior to commencing the supply of any goods, services or works to ANZCO Foods and as requested during the term of this Agreement.
- 6.2 The Supplier will comply with any rules, policies, procedures and directions provided by ANZCO Foods in relation to the control and management of any infectious disease or pandemic on ANZCO Foods' premises. These rules may include requiring the Supplier and its personnel to be vaccinated against any infectious disease or virus, including Covid-19.

## 7. Supplier code of conduct

- 7.1 The Supplier will comply with ANZCO Foods' supplier code of conduct (**Code**). The Code is available on ANZCO Foods' website at <https://anzcofoods.com/supplier-code-of-conduct>, and may be updated by ANZCO Foods from time to time by the updates being uploaded to ANZCO Foods' website. A failure by the Supplier to comply with the Code will be a material breach of this Agreement, entitling ANZCO Foods to suspend or terminate this Agreement, or to otherwise stop working with the Supplier.

**8. Ownership of goods**

8.1 Unless specifically agreed in writing by the parties, ownership in any goods supplied to ANZCO Foods passes to ANZCO Foods when delivery of goods takes place to ANZCO Foods' premises or such other premises as nominated by ANZCO Foods to the Supplier, with risk in the goods also passing to ANZCO Foods at that time.

**9. Cancellation**

9.1 In the event that any of the goods, services or works provided by the Supplier fail to comply with any of the warranties above or otherwise fails to comply with these terms and conditions, then ANZCO Foods may at its option and without limiting any of its other rights against the Supplier:

- i) cancel this Agreement; or
- ii) in the case of goods, the return of the goods to the Supplier; and
- iii) the Supplier shall refund the purchase price of the goods, services or works and all reasonable costs of ANZCO Foods incurred by the cancellation (including, in the case of return of goods, any costs of returning the goods).

**10. Limitation of ANZCO Foods' liability**

10.1 ANZCO Foods' liability to the Supplier is limited to the price payable under the purchase order and ANZCO Foods will have no liability to the Supplier for any loss of profits, income or opportunity, or for any indirect or consequential damage or loss.