

STANDARD CONDITIONS OF PURCHASE (NZ)

1. AGREEMENT

- (a) By accepting the Purchase Order, the Seller is bound by these conditions and the Purchase Order.
- (b) These conditions and the Purchase Order:
 - (i) represent the entire agreement between the Buyer and the Seller and supersedes any terms and conditions previously issued by either the Buyer or the Seller or subsequently issued by the Seller; and
 - (ii) apply to the exclusion of any other terms and conditions, including any terms and conditions specified in the Seller's conditions of sale or invoice.
- (c) Clause 1(a) and clause 1(b) are subject to any non-excludable rights under the New Zealand Consumer Law.
- (d) If the Seller is certified to ISO9001 or ISO9002, it must fulfill the Purchase Order in accordance with the terms of that certification as well as these conditions and the Purchase Order.
- (e) If there is an inconsistency between these conditions and the Purchase Order, the terms in the Purchase Order takes precedence.
- (f) The Purchase Order may only be varied if approved in writing by the Buyer and issued as a revised Purchase Order by the Buyer or otherwise recorded in writing by the Buyer.
- (g) The Seller must quote the number specified in the Purchase Order in any invoices, delivery dockets and packaging labels issued by the Seller.

2. BUYER RIGHTS

- (a) The Buyer:
 - (i) is not responsible for any order for the supply of goods or the provision of services, except if issued on the Purchase Order;
 - (ii) is not required to accept or pay for any goods or services not specified in the Purchase Order;
 - (iii) makes no representations that it will engage the Seller to supply a minimum volume of Goods or provide a minimum volume of Services; and
 - (iv) may acquire similar goods or services to the Goods or Services from any other supplier or provider.
- (b) The Seller grants, or must procure the granting to the Buyer of, a perpetual, irrevocable, non-exclusive, royalty-free transferable licence to use any intellectual property rights owned or used by the Seller in connection with the Goods or the Services so that the Buyer can enjoy the benefits of those Goods and Services.

3. BUYER'S DOCUMENTS AND CONFIDENTIAL INFORMATION

- (a) The Seller acknowledges and agrees that the Documents, including any intellectual property rights in them, are the property of the Buyer. If the Seller makes an invention, improvement or modification to the Documents, that invention, improvement or modification, is the property of the Buyer.
- (b) The Seller must keep the Confidential Information confidential and the Seller must not disclose the Confidential Information to another person, except for the purpose of performing its obligations under these conditions and the Purchase Order or with the prior written consent of the Buyer.
- (c) If requested by the Buyer, the Seller must promptly return the Documents and the Confidential Information to the Buyer.
- (d) The Seller must ensure that any recipient of the Documents or the Confidential Information complies with the obligations in this clause 3.

4. SELLER'S WARRANTIES

- (a) The Seller warrants that the Goods supplied under the Purchase Order:
 - (i) conform with the policies and procedures and description and performance criteria notified by the Buyer to the Seller before the Purchase Order was placed;
 - (ii) conform with any applicable specifications agreed to by the Buyer and the Seller;
 - (iii) are of acceptable quality and condition and are fit for the purpose for which they are sold and any other

- (iv) purpose notified by the Buyer to the Seller before the Purchase Order was placed;
- (v) are new and free from Defects in material, workmanship and design;
- (vi) are free from any security interest under the *Personal Property Securities Act 1999* (NZ), liens and encumbrances and the Seller has full title and ownership to sell the Goods;
- (vii) comply with any samples provided by the Seller to the Buyer, including any previously fulfilled orders;
- (viii) comply with the relevant Purchase Order, the Laws and industry standards;
- (ix) do not infringe the rights of another person, including intellectual property rights; and
- (x) are safe and are properly and safely packed and labelled.

- (b) The Seller warrants that the Services provided under the Purchase Order are provided:

- (i) with due care and skill using that standard of diligence that would reasonably be expected from a prudent, expert and experienced provider of services similar to the Services; and
- (ii) using appropriately qualified and trained personnel.
- (c) If the Goods are manufactured by another person, the Seller passes to the Buyer the manufacturer's warranties in respect of those Goods.
- (d) The warranties given by the Seller in these conditions are in addition to any other warranties or guarantees implied or provided by the Laws, including the New Zealand Consumer Law.
- (e) The Seller acknowledges and agrees that the Buyer has issued the Purchase Order in reliance on the warranties given by the Seller in these conditions.

5. SELLER'S LIABILITY

- (a) The Seller is liable for, and must indemnify the Buyer against, any loss, expense, damage or liability suffered or incurred by the Buyer in relation to a breach by the Seller of these conditions or the Purchase Order, except to the extent that the loss, expense, damage or liability is caused or contributed to by the negligent act or omission of the Buyer.
- (b) The Seller acknowledges and agrees that it is not necessary for the Buyer to mitigate its loss or to incur an expense or make a payment before enforcing any right of indemnity conferred by these conditions if the Buyer reasonably believes that it will suffer that loss or incur that expense or is required to make that payment.

6. DEFECTS

- (a) If any Goods are or become Defective or do not comply with these conditions or the Purchase Order, the Buyer must notify the Seller.
- (b) Within 30 days after the Buyer notifies the Seller in accordance with clause 6(a), the Seller must (at the Buyer's option and at the Seller's cost) repair, replace or pay the cost of the Buyer arranging for the Goods to be repaired or replaced.
- (c) If the Seller repairs or replaces the Goods in accordance with clause 6(b), the repaired or replaced Goods are subject to these conditions.
- (d) If any Services do not comply with these conditions or the Purchase Order, the Buyer must notify the Seller.
- (e) Within 30 days after the Buyer notifies the Seller in accordance with clause 6(d), the Seller must (at the Buyer's option and at the Seller's cost) re-perform the Services or pay the cost of the Buyer arranging for the Services to be re-performed.
- (f) If the Seller re-performs the Services, the re-performed Services are subject to these conditions.
- (g) If the Buyer arranges for the Goods to be repaired or replaced or arranges for the Services to be re-performed, the Buyer may set-off the costs incurred by the Buyer against any amounts payable to the Seller under these conditions or the Purchase Order.
- (h) The rights of the Buyer under this clause 6 are in addition to the rights of the Buyer under these conditions and at Law.

7. INSPECTION

- (a) The Seller acknowledges and agrees that the Buyer is not required to conduct any inspection or testing of the Goods before use and the Seller waives any right to require the Buyer to conduct an inspection of the Goods on or after delivery.
- (b) Subject to clause 7(a), the Seller acknowledges and agrees that in addition to any other rights of the Buyer under these conditions and at Law, the Buyer may inspect the Goods supplied or the Services provided under the Purchase Order either before or after delivery.
- (c) If the Buyer inspects the Goods supplied or the Services provided under the Purchase Order before delivery in accordance with clause 7(b), the Seller irrevocably licenses the Buyer to enter the Seller's premises to carry out the inspection.
- (d) If the Buyer enters the Seller's premises to carry out the inspection in accordance with clause 7(c), the Seller must indemnify the Buyer against any loss, expense, damage or liability suffered or incurred by the Buyer in relation to entering the Seller's premises to carry out the inspection, except to the extent that the loss, expense, damage or liability is caused or contributed to by the negligent act or omission of the Buyer.
- (e) If the Goods to be supplied or the Services to be provided fail to conform with these conditions or the Purchase Order, the Buyer may reject the Goods or the Services and the Seller must (at its cost) re-supply the Goods or re-perform the Services to comply with these conditions or the Purchase Order.
- (f) An inspection by the Buyer of the Goods and Services or a rejection of the Goods and Services in accordance with this clause 7 does not relieve the Seller of any obligation under these conditions or a Law, and are in addition to the Buyer's right to seek payment from the Seller for any amount that the Buyer incurs as a result of a delay caused by such non-conformance.

8. DELIVERY

- (a) The Seller must:
 - (i) deliver the Goods on the delivery date and to the delivery address specified in the Purchase Order; and
 - (ii) provide the Services as specified in the Purchase Order.
- (b) If the Seller fails to comply with clause 8(a) and the failure is not due to a breach of these conditions or the Purchase Order by the Buyer, the Buyer may (at the Buyer's option) either:
 - (i) refuse delivery of the Goods or provision of the Services and cancel the Purchase Order to the extent it relates to those Goods or Services, in which case the Seller must bear any additional costs the Buyer reasonably incurs in acquiring those other Goods or Services from another person; or
 - (ii) require the Seller to deliver those Goods or provide those Services by the most expeditious means, in which case the Seller must bear any additional costs the Seller incurs in delivering those Goods or providing those Services by the most expeditious means.
- (c) If the Seller delivers the Goods or provides the Services to or at a place other than the delivery address specified in the Purchase Order, the Seller must bear any additional costs the Seller incurs in delivering those Goods or providing those Services to or at the delivery address specified in the Purchase Order.
- (d) If the Seller becomes aware of any anticipated or actual delay or failure in delivering the Goods or the delivery date and to the delivery address specified in the Purchase Order or providing the Services as specified in the Purchase Order, it must promptly notify the Buyer.

9. BUYER'S SITE

- If the Purchase Order specifies the Seller to deliver the Goods to or provide the Services on the Buyer's site:
- (a) the Seller must, and must ensure its officers, employees, agents, and contractors, comply with the Purchase Order, the Laws and the Buyer's policies and procedures relating to the Buyer's site notified by the Buyer to the Seller; and
 - (b) in delivering the Goods to or providing the Services on the Buyer's site, the Seller must not disrupt any activities on the Buyer's site.

10. TITLE AND RISK

- (a) Subject to any rights of the Buyer under these Conditions or at Law, title to and risk in the Goods passes from the Seller to the Buyer upon delivery of the Goods to the delivery address specified in the Purchase Order.
- (b) The Seller acknowledges and agrees that the supply of the Goods or the provision of Services to the Buyer is in the Seller's ordinary course of business.

11. PRICE

- (a) The Seller acknowledges and agrees that the Price is:
 - (i) fixed at the time the Purchase Order is issued by the Buyer to the Seller;
 - (ii) subject to DDP (Delivery Duty Paid) (Incoterms 2000); and
 - (iii) inclusive of duty, taxes, freight, packaging, insurance and delivery charges in relation to the Goods.
- (b) If the Buyer has received a fixed price for similar goods supplied or services provided under previous purchase orders, the Seller must not increase that fixed price without giving the Buyer no less than 30 days' written notice and without providing documentary evidence in support of the increase.

12. INVOICING AND PAYMENT

- (a) Within 14 days after delivery of the Goods and provision of the Services to the Buyer, the Seller must issue an invoice to the Buyer.
- (b) Within 62 days after the end of the month in which the Seller issues the invoice to the Buyer in accordance with clause 12(a) and subject to clause 12(c) and clause 12(d), the Buyer must pay the amount specified in the invoice.
- (c) The Buyer may set-off any amount due and payable by the Seller to the Buyer under these conditions or at Law against any amount due and payable by the Buyer to the Seller under an invoice issued by the Seller to the Buyer in accordance with clause 12(a).
- (d) If the Buyer disputes the amount specified in an invoice issued by the Seller in accordance with clause 12(a), the Buyer may withhold the disputed amount until the dispute is resolved.
- (e) If requested by the Buyer and before making any payment to the Seller in accordance with clause 12(b), the Seller must:
 - (i) certify to the Buyer that it has paid any wages, superannuation and allowances owing to any employees, agents and contractors and any taxes, levies or charges to any government authority in respect of the Goods invoiced; and
 - (ii) provide that certification in the form of a statutory declaration made by an officer of the Seller.
- (f) If the Seller has a claim against the Buyer for any amount relating to Goods supplied or Services provided, it must notify the Buyer within 6 months after the Goods are supplied and the Services are provided and provide full details of the claimed amount.
- (c) If the Seller fails to notify the Buyer within 6 months after the claim arises in accordance with clause 12(f), the Seller waives its right to the claimed amount.

13. PACKAGING

- (a) The Seller must comply with the Laws relating to the transport, packaging, storage, handling and use of the Goods.
- (b) The Seller must ensure:
 - (i) the Goods are properly packed to avoid damage during delivery, loading and unloading;
 - (ii) the Goods are packed safely and in accordance with any packaging requirements requested by the Buyer;
 - (iii) after delivery to the Buyer, the Goods can be safely handled;
 - (iv) the packaging is clearly marked with the number and deliver address specified in the Purchase Order;
 - (v) the Goods are accompanied by a conformance, analysis or test certificate or similar document requested by the Buyer or required at Law; and
 - (vi) any plastic packaging displays the appropriate plastics identifier code for recycling purposes.
- (c) If the Seller becomes aware of any anticipated or actual risk or hazard relating to the transport, packaging, storage, handling or use of the Goods, it must promptly notify the Buyer.

14. QUANTITY REQUIREMENTS

- (a) If the Buyer provides to the Seller a forecast of its order requirements based on current sales forecasts of the Goods that are standard stock items (and not made to order items) (**Forecast**), the Forecast is provided as a good faith estimate only and is not binding on the Buyer.
- (b) The Seller must hold specifically for the Buyer a sufficient minimum stock level of the Goods to meet the Forecast and also provide for any unforeseen demand and shipment delays. Except if expressly stated otherwise in the Purchase Order, a stock level equivalent to the next 3 months' Forecast is deemed sufficient cover.
- (c) The Buyer must endeavour to notify the Seller of any material change in its requirements for Goods. The Seller must monitor monthly take-up of the Goods by the Buyer and review with the Buyer any abnormal demand patterns for possible corrective action.
- (d) If the Seller's actual stock level of the Goods falls below the minimum level agreed to be provided by the Seller or the level necessary to maintain continuous supply to the Buyer at a rate similar to that in preceding months, the Seller must promptly notify the Buyer.

15. QUALITY REQUIREMENTS

- (a) The Seller must supply the Goods and provide the Services strictly in accordance with the Purchase Order and these conditions.
- (b) If there is a change in the Seller's processes or procedures, the Seller must promptly notify the Buyer.
- (c) The Seller must establish and maintain an effective quality control process that ensure the Goods comply with these conditions and the Purchase Order, including undertaking examinations and tests and maintaining records.
- (d) If requested by the Buyer, the Seller must provide:
 - (i) test reports or analysis certificates endorsed by the National Association Testing Authorities (or an international equivalent body) for each batch of the Goods specifying the Seller's name, product name and grade designation, batch number, specification reference, specification limit, authorising signature and date; and
 - (ii) samples of packaged Goods for testing by the Buyer or provide to the Buyer inspection and test results.
- (e) Individual packages (units, drums, bags, etc) must be clearly marked with the Seller's or the third party manufacturer's name, Goods' name and grade, batch / lot number and quantity (volume or weight). The external wrapping and a representative number of individual packages must also be marked with the Buyer's material (key) number, and any details required by a Buyer approved concession. The external wrapping of Goods delivered to the Buyer's site must bear a label with the Good barcode. Goods are to be supplied to within 1% tolerance of the stated volume or weight set out on a Purchase Order. Goods which are not supplied within this tolerance level will be treated as non-conforming Goods in accordance with clause 6.
- (f) The Seller must implement a procedure, to the satisfaction of Buyer, for the traceability of its Goods by the allocation of recorded batch / lot numbers. Where possible, all Goods in the one delivery are to be supplied from one batch or lot. Where this is not possible, the Seller must state 'Mixed Batches' on the delivery documentation, unless otherwise agreed by the Buyer.
- (g) In addition to the Buyer's rights under clause 7, the Seller must also provide reasonable access to the Seller's or its subcontractors' premises to enable the Buyer to conduct audits to evaluate quality systems, products, or compliance with statutory or Buyer and Seller agreed requirements.
- (h) The Buyer must specify the weight per litre for each batch in the Purchase Order. The Seller must ensure the quantity of Goods packed is determined by weight analysis (and not by volume analysis) and must agree weighing plans with the Buyer.
- (i) The Seller must undertake a fill volume audit by checking the weight per volume of the Goods and must ensure the average weight per volume of the samples are greater than the stated weight per volume.

16. SUSTAINABLE SOURCING

- (a) In sourcing, manufacturing and supplying the Goods and providing the Services specified in the Purchase Order, the Seller must ensure the health and safety of people and the sustainability of natural resources and the environment.
- (b) The Seller must ensure that its officers, employees, agents and contractors comply with the Buyer's [sustainable procurement policy](#).
- (c) Before providing the Services specified in the Purchase Order, the Seller must assess the risks associated with the providing those Services and identify and implement measures to control those risks.
- (d) The Seller must promptly notify the Buyer of any significant health, safety or environmental incidents or non-conformances occurring when supplying the Goods or providing the Services.
- (e) If requested by the Buyer, the Seller must promptly cooperate and provide any information evidencing its compliance with this clause 16 and provide access to facilities for the purpose of undertaking an audit of its compliance with this clause 16.

17. DANGEROUS GOODS AND HAZARDOUS CHEMICALS

- (a) The Seller must ensure:
 - (i) Hazardous Chemicals and Dangerous Goods are marked with international hazard pictograms or danger symbols and display the name of the material in English;
 - (ii) Dangerous Goods are packed and marked in accordance with the Dangerous Goods Rule and IMDG Code;
 - (iii) Dangerous Goods containers are performance tested and marked with the corresponding UN approval number in accordance with the Dangerous Goods Rule and IMDG Code;
 - (iv) delivery and other documents relating to Dangerous Goods include disclosures of the hazards and name of the material in English;
 - (v) Goods are accompanied by emergency material in English in the form of written instructions, labels or markings and Safety Data Sheets (SDS) in accordance with GHS requirements;
 - (vi) Hazard classification of the Goods under GHS requirements accord with the HSNO Act or other supporting documentation and testing data or, if a more recent higher hazard classification applies, the Australian Model Work Health and Safety Regulations or the European Classification, Labelling and Packaging Classification (EU CLP).
- (f) If there is a change to the Goods (including the labelling and packaging) that may affect the health and safety of people or the environment, the Seller must (at its cost) promptly supply a new SDS to the Buyer, even if the Goods have already been delivered to the Buyer, and notify the Buyer of the timeframe for supplying the updated labelling and packaging.
- (g) If the Goods contain any of the following ingredients or if the supply or formulation of the Goods changes to include any of the following ingredients, the Seller must promptly notify the Buyer:
 - (i) ingredients subject to controls under the Inventory of Chemicals (NZ);
 - (ii) ingredients subject to restrictions under the HSNO Act;
 - (iii) ingredients specified in the Stockholm, Rotterdam or Minamata Convention annexes;
 - (iv) ingredients specified in the Australian Hazardous Chemical Information Service (HCIS), New Zealand Chemical Classification and Information Database (CCID), or European Chemical Agency Database (ECHA) as a Category 1 Carcinogen, Category 1 Reproductive Toxicant, Category 1 Mutagen or a very Persistent and very Bioaccumulative and Toxic (vPvB) substance;
 - (v) ingredients identified as a Substance of Very High Concern (SVHC) on the European Chemicals Agency REACH Candidate, Restricted or Authorisation lists;
 - (vi) ingredients specified in the Living Building Challenge Red List;

- (vii) microplastics or PFAS (any polymer or non-polymer substance that contains at least one fully fluorinated methyl (-CF₃) or methylene (-CF₂-) carbon atom); and
- (viii) any other ingredients identified as a Chemical of Concern (CoC) and notified by the Buyer to the Seller.
- (h) If requested by the Buyer, the Supplier must promptly advise whether an ingredient is known to be present in the Goods and, if so, at what threshold level.
- (i) The Seller must not supply Goods containing ingredients that are banned for import or manufacture under the Laws.
- (j) If specified in the Purchase Order, the Seller must ensure the raw materials and packaging meet the minimum conductivity (anti-static) requirements. If requested by the Buyer, the Seller must (at its cost) undertake testing of the potential static hazards of the packaging to determine safe handling practices.

18. ASSIGNMENT AND SUBCONTRACTING

- (a) The Seller must not, without the prior written consent of the Buyer, assign its rights or obligations under these conditions or sub-contract all or any part of fulfilling the Purchase Order.
- (b) If the Buyer has provided its prior written consent to the Seller in accordance with clause 18(a):
 - (i) the Seller must promptly provide to the Buyer any sub-order after issue and the Buyer may inspect the sub-contracted work;
 - (ii) the Seller is liable to the Buyer for the acts or omissions of the sub-contractor's officers, employees, agents and contractors as if it were the act or omission of the Seller; and
 - (iii) the Seller is not relieved of its obligation to supply the Goods or provide the Services specified in the Purchase Order in accordance with these conditions and the Purchase Order.

19. INSURANCE

- (a) The Seller must (at its cost) effect and maintain adequate insurance policies with a reputable and financially sound insurer, including:
 - (i) Public Liability Insurance or, if the Seller is a manufacturer, wholesaler or distributor, Public and Products Liability Insurance, with a minimum limit of AUD10,000,000;
 - (ii) if the Seller is providing professional services for a separate fee, Professional Indemnity Insurance, with a minimum limit of AUD2,000,000;
 - (iii) Workers Compensation Insurance, including common law liability;
 - (iv) if the Seller operates registered vehicles, Motor Vehicle Liability Insurance; and
 - (v) if the Seller is transporting the Goods, Transport or Freight Liability Insurance.
- (b) If requested by the Buyer, the Seller must provide to the Buyer evidence of the currency of the insurance policies specified in clause 18(a).
- (c) Without prejudice to any other right it may have under these conditions or at Law, if the Seller fails to comply with this clause 18, the Buyer may withhold any amount due and payable to the Seller until the Seller complies with this clause 18.
- (d) The Seller must ensure that any sub-contractor engaged by the Seller effects and maintains the insurance policies specified in this clause 18 and complies with the Laws relating to insuring its employees, agents and contractors for liabilities.

20. GST AND OTHER TAXES

- (a) Except if expressly stated otherwise in these conditions or the Purchase Order, a reference in to a term defined or used in the GST Law is a reference to that term as defined or used in the GST Law.
- (b) If GST applies to a supply made under these conditions or the Purchase Order, the supplying party may recover from the receiving party an additional amount on account of GST to the extent to which GST is not already included in the Price.
- (c) If an amount in respect of GST is included in the total amount payable by the receiving party, the supplying party must, at the time of making the supply or any other time agreed to by the

supplying party and the receiving party, issue to the receiving party a valid Tax Invoice.

- (d) If there is a change in the Laws, the circumstances which affects the calculation of GST on a supply contemplated by these conditions or the Purchase Order or the amount of GST paid or payable by the supplying party to the receiving party in respect of a supply made under these conditions or the Purchase Order, the amount recoverable by the supplying party from the receiving party on account of GST must be adjusted accordingly.
- (e) If there is a reduction in or abolition of any taxes, fees, withholdings, imposts, levies, duties or other charges, excluding income tax payable by the Seller (**Taxes**), the consideration (excluding GST) payable by the receiving party to the supplying party for a supply must be reduced by the same proportion as the actual total supply cost of the supplying party are reduced as a consequence of that reduction or abolition.

21. APPLICABLE LAW

These conditions and the Purchase Order are governed by and subject to the Laws of New Zealand, and the Buyer and the Seller submit to the non-exclusive jurisdiction of the courts of New Zealand.

22. TERMINATION

- (a) If the Seller:
 - (i) materially breaches these conditions and, in the reasonable opinion of the Buyer, the breach cannot be remedied;
 - (ii) materially breaches these conditions and, in the reasonable opinion of the Buyer, the breach can be remedied and the Seller does not remedy the breach within 7 days after the Buyer gives to the Seller written notice of the breach (**Breach Notice**); or
 - (iii) becomes Insolvent,
 the Buyer may promptly terminate the Purchase Order by giving to the Seller written notice of the termination (**Termination Notice**)
- (b) On termination of the Purchase Order in accordance with clause 18(a):
 - (i) the Seller must promptly cease fulfilling any incomplete Goods and Services;
 - (ii) if requested by the Buyer and at the Buyer's cost, deliver to the Buyer any completed Goods and Services which conform with these conditions;
 - (iii) the Seller's sole and exclusive right in respect of the termination is limited to the payment of the Price for any completed and delivered Goods and Services which confirm to these conditions.
- (c) Termination of the Purchase Order in accordance with clause 18(a) does not affect any rights which accrued in favour of a party before termination.

23. BRIBERY AND MODERN SLAVERY

- (a) The Seller represents and warrants to the best of its knowledge and belief that its officers, employees, agents and contractors do not engage in Bribery or Modern Slavery.
- (b) The Seller must take reasonable steps to ensure that it continually assesses and addresses the risk of Bribery and Modern Slavery within its operations and throughout its supply chain. At a minimum, the Seller must:
 - (i) have and maintain relevant policies, programs and initiatives to ensure compliance with this clause 23; and
 - (ii) if requested by the Buyer, promptly provide any information evidencing its compliance with this clause 23.
- (c) If it becomes aware of any actual, suspected or anticipated activity, practice or conduct related to Bribery or Modern Slavery within its operations or supply chain connected with these conditions or the Purchase Order, the Seller must:
 - (i) promptly notify the Buyer and provide any information, document or other material reasonably requested by the Buyer to enable it to comply with its legal and reporting obligations;
 - (ii) promptly take reasonable action to remove or remedy the activity, practice or conduct; and

- (iii) continually update the Buyer on the progress of those actions until the activity, practice or conduct is removed or remedied.

24. DEFINITIONS

Except if expressly stated otherwise in these conditions or the Purchase Order, the following terms have the following definitions:

Term	Definition
Bribery	any activity, practice or conduct that may constitute an offence in relation to: <ul style="list-style-type: none"> (a) giving or offering to give, receiving or agreeing to receive a facilitation payment or gift or undue benefit or advantage; (b) preparing, approving or signing an agreement, record or document that is known (or ought to be known) to be false, inaccurate or misleading; or (c) any other unethical conduct, (d) as defined (and prohibited) under the <i>Secret Commissions Act 1910</i> (NZ), the <i>Foreign Corrupt Practices Act 1977</i> (US) or the <i>Bribery Act 2010</i> (UK), or under any other applicable fraud, bribery or corruption laws
Buyer	the DuluxGroup entity specified in the Purchase Order and, if no DuluxGroup entity is specified, the DuluxGroup entity is DuluxGroup (New Zealand) Pty Ltd
Confidential Information	any information relating to the Buyer's business provided by the Buyer to the Seller in connection with these conditions and the Purchase Order, including: <ul style="list-style-type: none"> (a) the Documents; (b) trade secrets, know-how, scientific and technical information; (c) product, customer, marketing or pricing information; (d) information in relation to these conditions; and (e) any other information which the Buyer notifies the Seller is confidential
Dangerous Goods	are Goods classified as dangerous goods in accordance with the <i>Hazardous Substances and New Organisms Act 1996</i> (NZ) (HSNO Act), the Land Transport Rule: Dangerous Goods 2005 (NZ) (Dangerous Goods Rule), International Maritime Dangerous Goods Code (IMDG Code) or IATA Dangerous Goods Regulations (DGR)
Defect or Defective	a defect, flaw or imperfection in the Goods which limits the performance of the Goods, results in the Goods not complying with any specification notified by the Buyer or provided by the Seller, prevents the Goods from being used for the purpose intended under these conditions or the Purchase Order or which makes the use of the Goods unsafe

Documents	any document provided by the Buyer to the Seller in connection with these conditions and the Purchase Order, including specifications, commodity codes, plans, drawings, process information, patterns and designs
Goods	the goods specified in the Purchase Order which may include raw materials, processed materials or fabricated products
GST Law	<i>Goods and Services Act 1985</i> (NZ)
Hazardous Chemicals	are Goods classified as Hazardous Chemicals in accordance with the Globally Harmonised System of Classification and Labelling Chemicals (GHS)
Insolvent	in respect of a party, that party: <ul style="list-style-type: none"> (a) being a natural person, the person becomes bankrupt; or (b) being a corporation, takes or has taken against it any action for the winding up of the corporation or the placing of the corporation under external administration or has an administrator or controller appointed over any of its assets
Law	any legislation, ordinance, regulation, by-law, order, award, proclamation, direction and practice note of the Commonwealth, a State or Territory or any government agency, certificate, licence, consent, permit, approval, qualification, registration, standard and requirement, or any other law from which legal rights and obligations arise
Modern Slavery	any activity, practice or conduct that may constitute an offence in relation to human trafficking, slavery, servitude, forced labour, debt bondage, forced marriage or child labour as defined (and prohibited) under the <i>Modern Slavery Act 2018</i> (Cth), or any other applicable modern slavery and human trafficking laws
New Zealand Consumer Law	<i>Consumer Guarantees Act 1993</i> (NZ) and the corresponding provisions of the <i>Fair Trading Act 1986</i> (NZ)
Price	the price for the Goods and the Services specified in the Purchase Order
Purchase Order	the order issued by the Buyer to the Seller for the supply the Goods or the provision of the Services which may be issued by hand, mail, e-mail or electronic data transfer
Services	the services specified in the Purchase Order, which may include services incidental to the supply of the Goods specified in the Purchase Order
Seller	the person, firm, partnership, company or other legal entity to whom the Purchase Order is issued, and includes the Seller's officers, employees, agents and contractors