

1. DEFINITIONS

- 1.1. "Hynds" means all factories, branches, warehousing, distribution and offices of Hynds Pipe Systems Limited, Hygrade Products, Gillies Metaltech, Waters & Farr, Hynds PKS, Support Centre, or any other member of the Hynds Group, which purchases the Goods from the Supplier; and "Hynds Group" means Hynds Limited and its subsidiary companies including any business divisions.
- 1.2. "Supplier" means you, your successors and assignees or any person receiving, acting, relaying, or benefiting from our purchases or purchase order(s) or receiving funds, either directly or indirectly in exchange for Goods.
- 1.3. "Goods" shall mean all goods provided with or without being in conjunction of any 'Services' or the services in isolation including without limitation 'Professional Services' or 'Contracted Services' of any kind supplied by the Supplier to Hynds at Hynds request from time to time. "Product" shall have a corresponding meaning.
- 1.4. "Price" means the Price payable for the goods as agreed between Hynds and the Supplier in accordance with clause 3 below.
- 1.5. "Purchase Order" means a purchase order for the Goods.
- 1.6. "Delivery" shall mean the delivery of the Goods transferring the possession from the Supplier to Hynds in accordance with clause 4.1.
- 1.7. "Authorised Person(s)" shall mean the CEO, CFO, GM, Executive, Manager of Manufacturing or Operations, Group Vendor Manager or Supply Chain Manager.
- 1.8. "Agreement" These Terms and Conditions are intended to form part of the Suppliers contracted agreement with Hynds.

2. APPLICABILITY

- 2.1. Unless otherwise agreed in writing by Hynds, all quotes or communications surrounding or preceding a Purchase Order or signed quote acceptance, whether oral or in writing, for the supply of Goods by the Supplier to Hynds shall be construed as an expression of acceptance to be governed by these terms and conditions (**Terms**).
- 2.2. These Terms may only be amended, cancelled, or waived in whole or in part with Hynds consent in writing by a duly Authorised Person and shall prevail to the extent of any other inconsistency with any other document or Agreement between the Supplier and Hynds including the Supplier's own Terms of Trade, or Terms of Conditions of Sale or contract or other document. By supplying Goods to Hynds, the Supplier shall be deemed to have accepted these Terms, unless we have agreed in writing and signed by an Authorised Person of Hynds to contract with you on a different basis than as set out in these Terms. Hynds expressly rejects any additional, inconsistent, or conflicting terms proposed by the Supplier. Clerical errors are subject to correction in all cases.
- 2.3. None of Hynds agents, branch or factory managers or other staff are authorised to make any representations, statements, conditions, or Agreements unless expressly authorised by an Authorised Person in writing and nor shall Hynds be bound by any such unauthorised statements, waiver, or variation.
- 2.4. Nothing contained or implied in these Terms, or any Agreement will create the relationship of employer and employee or principal and agent between Hynds and the Supplier.

3. PRICE AND PAYMENT

- 3.1. Unless otherwise agreed, the Price will be determined by Hynds in its sole discretion as the lower of:
 - a. the Price as indicated on our Purchase Order provided by Hynds to the Supplier; or
 - b. the Price as at the date of delivery of the Goods according to the Supplier's current price list; or
 - c. The Supplier's quoted price (subject to clause 3.3) as at the date of delivery.
- 3.2. Unless otherwise agreed, time for payment of the Goods will be determined by Hynds in its sole discretion as being:
 - a. on delivery of the Goods;
 - b. before delivery of the Goods;
 - c. by way of instalment/progress payments in accordance with an agreed payment schedule; or
 - d. The last day of the month following the month in which an invoice is received by Hynds or at Hynds head office address for notices.
- 3.3. The Supplier may reserve the right to change the Price:
 - a. if a variation to the Goods which are to be supplied or scheduled (including any applicable plans or specifications) is requested by Hynds; or
 - b. where additional Goods are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to third party costs outside of their reasonable control, safety considerations, a change of design etc.) which are only discovered on commencement of the supply of the Goods; or
 - c. in the event of increases to the Supplier in the cost of labour or materials which are beyond the Supplier's reasonable control, provided that Hynds has a right to terminate the Purchase Order at its sole discretion.
- 3.4. Any price increase(s) shall be subject to a period of not less than 30days written notice or without limitation 30days from that date Hynds becomes aware of such increase pending. Hynds reserves its right to negotiate its agreement which shall not be automatic simply by the issuance or receipt of the Suppliers notice.
- 3.5. Payment by Hynds in any form shall be deemed to be payment in full once the payment leaves Hynds.
- 3.6. Unless otherwise stated the Purchase Order price does not include GST. In addition to the Price, Hynds will pay to the Supplier an amount equal to any GST

for the supply of the Goods. All other taxes and duties are, unless agreed in writing by Hynds, expressly included in the Price.

4. DELIVERY OF GOODS

- 4.1. Unless otherwise agreed, Delivery of the Goods shall occur at the time that:
 - a. Hynds personnel or Hynds nominated carrier takes possession of the Goods at the Supplier's address; or
 - b. Failing such naming of a carrier the Supplier (or the Supplier's nominated carrier) for the purpose of transmission to Hynds delivers the Goods to Hynds nominated address and a clearly identified or signed receipt being proof of delivery thereof is obtained.
- 4.2. Subject to any prior agreement for a bulk break or FIS (Free In Store) delivery, the additional costs of carriage and any insurance which the Supplier may reasonably direct to Hynds that they may incur, shall be reimbursed by Hynds and shall be due on the date for payment of the Price. However, Suppliers are required to observe a FIS delivery preference into Hynds.
- 4.3. The Supplier may deliver the Goods in separate instalments however Hynds reserves the right to pay only on satisfaction and delivery of the Purchase Order in full.
- 4.4. The Supplier may be required to observe Hynds' specified delivery times and is advised to check such requirement prior to delivery. If the Supplier does not observe Hynds' specified delivery times and Hynds is unable to take delivery of the Goods, the Supplier will be required to re-deliver the Goods at the Supplier's own expense. The Supplier may also be liable to Hynds for any loss of revenue, loss of profits or liabilities incurred by Hynds on account of any Goods not being delivered on any specified times.

5. RISK & TITLE

- 5.1. Risk of damage to or loss of the Goods passes to Hynds on Delivery and the Supplier must comprehensively insure the Goods for the full value on or before Delivery and use only appropriately insured carriers.
- 5.2. Hynds agrees that ownership and title of the Goods shall not pass to Hynds until Hynds has paid the Supplier all amounts owing to the Supplier in respect of the Goods.

6. WARRANTY AND CLAIMS

- 6.1. The Supplier warrants that Goods supplied by the Supplier are free from defect of any kind and in the case of manufacture free from faulty workmanship and fit for their intended purpose. Such warranty shall be the manufactures warranty or for a minimum period of 18 months from Delivery which ever shall be the greater. All liabilities arising without limitation shall remain in full force and effect in all circumstances and notwithstanding any breach of these conditions or negligence of any person entitled to benefit from these conditions or their respective agents, servants, or officers.
- 6.2. Hynds reserves the right to claim damages of any kind from the Supplier including liquidated damages, and damages for any negligent act, error or omission, any loss of profit, any inadvertent misrepresentation by the Supplier, consequential, direct, indirect, or special loss, damage or injury of any kind suffered by any person arising directly or indirectly in connection with the Goods supplied by the Supplier or any breach by the Supplier of these Terms.

7. DEFECTS

- 7.1. Hynds shall make all reasonable efforts to inform the Supplier of any alleged defect, shortage in quantity, damage, or failure to comply with the description or quote within 14 days of Delivery and Hynds may, without prejudice to Hynds' other rights and remedies, (in its sole discretion) accept replacement or repair of Goods or credit or claim for damages.

8. CANCELLATION

- 8.1. Hynds may cancel in part or full any Purchase Order to which these Terms apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Supplier. As applicable on giving such notice the Supplier shall as soon as practicable repay to Hynds any money paid by Hynds for the Goods if such Payment has been made in advance. Notwithstanding the above if the Goods are bespoke or special (non-stock) then the supplier may reserve the right to decline cancellation, or the Parties agree on a suitable cancellation fee.

9. CONFIDENTIALITY

- 9.1. The Supplier agrees that all information which Hynds supplies in connection with this Purchase Order including any verbal communications, emails, drawings, designs, specifications, technical data, and anything else that might reasonably be expected to be confidential including the Price and Payment are confidential information (**Confidential Information**). All such Confidential Information remains Hynds' property and must not be disclosed to any third party without Hynds written permission and where practical shall be returned immediately upon Hynds request. The Supplier does not obtain any rights in or to any of the Confidential Information. If the Supplier is required by law to disclose Confidential Information, the Supplier must first give written notice of the intended disclosure to Hynds.

10. INTELLECTUAL PROPERTY

- 10.1 Where Hynds is to supply the Supplier with any design specifications Hynds will be responsible for providing accurate data. The Supplier shall not be liable whatsoever for any errors in the Goods that are caused by incorrect or inaccurate data being supplied specifically by Hynds.
- 10.2 Where Hynds provides the Supplier with any design writing, invention, development ideas, knowhow, concepts or specifications intended to form part of a design, development, or Product of any kind Hynds will own all the Intellectual Property rights (whether registered or unregistered) in those Goods, design, development or product and all rights, title, interest, and ownership to any actual or possible development or improvement in the Goods or the Intellectual Property including Development IP. The Supplier acknowledges, consents and assigns to Hynds by way of assignment of future copyright, all copyright in all software, programs or other works or materials which may be produced in the course of, or in connection with the provision of the Goods including but not limited to all rights to patents, trademarks and trade secrets and that it will not at any time acquire any right, title or interest in any kind in Hynds' Intellectual Property or the Development IP.

11. HEALTH AND SAFETY

- 11.1. The Supplier must comply with all health and safety legislative requirements, including the Health and Safety at Work Act 2015 (HSWA) and all related legislative instruments, guidance, and codes of practice. These obligations include, but are not limited to, the Supplier's obligations under section 39 of the HSWA.
- 11.2. In the event that any employee, agent, contractor and sub-contractors engaged or employed by the Supplier is required to attend a Hynds site, it is mandatory that they follow without limitation all Hynds Health & Safety guidelines whilst on any Hynds premises or Hynds customer, client or other site as may be required when performing duties, this obligation shall include without limitation submitting to random drug testing or conduct inquiries and that credentials, endorsements and certifications for people, plant and equipment be current, visible or available on demand for inspection, all PTW or JSEA for non- routine hazardous tasks be finalised prior to work commencing and they comply with Hynds' health and safety policies and procedures at all times.
- 11.3. To the extent that they have overlapping duties, the Supplier agrees to consult, co-operate and co-ordinate its activities so far as is reasonably practicable with Hynds.
- 11.4. The Supplier will, and will ensure that its employees, agents, contractors, and sub-contractors (if any), comply at all times with all reasonable directions of Hynds and will notify Hynds of any identifiable hazards which come to its attention in relation to the purchase of Goods.
- 11.5. The Supplier will provide all reasonable assistance to Hynds in relation to any investigation (whether conducted by a customer, Hynds, or a regulatory agency) into a notifiable event at no cost to Hynds.
- 11.6. The Supplier will notify Hynds of any improvement or prohibition notice, enforcement proceedings or prosecution under Health and Safety Legislation against the Supplier in relation to work done under these Terms.
- 11.7. The Supplier will, to the extent permitted by law, indemnify Hynds in respect of any claims brought against Hynds resulting from any breach by the Supplier of its obligations under any Health and Safety Legislation, and/or any failure by the Supplier to comply with its obligations under this clause.

12. SUSTAINABILITY

- 12.1. The Supplier undertakes to respect Hynds values and principles relating to sustainability through the protection of the environment and to implement any action necessary to reduce its impact on the environment, in particular via the reduction of its consumption of energy and primary resources; the reduction of waste introduced into water, the air or the ground; the elimination of accidental pollution; the reduction of waste generated by its activity and the traceability of its elimination; controlling the impact and emission of substances that are dangerous for the environment and for health.
- 12.2. As a Supplier to Hynds you commit to ensuring continuous improvement in the way in which your Products are provided having regard to a combination of a reduction of carbon footprint, waste practices, the economy, efficiency and effectiveness and shall proactively assist Hynds in advancing and recording such efforts including when required by Hynds to assist with the removal or collection of any packaging material(s) for the Suppliers Goods having been supplied to Hynds.
- 12.3. The Supplier also undertakes not to use any resources including subcontractors who do not respect these obligations.

13. MODERN SLAVERY

- 13.1. The Supplier must take (and must ensure that each of its Supplier's Personnel take) all reasonable steps to ensure that no modern slavery, human trafficking, servitude, forced labour, bonded labour, child labour, slavery or forced marriage or deceptive recruiting for labour or services (Modern Slavery) is present in the Supplier's, or its Supplier's Personnel, supply chains, or in any part of their businesses.
- 13.2. The Supplier warrants that neither it nor any of its Supplier's Personnel howsoever engaged:

- a. has been convicted of any offence involving Modern Slavery or Modern Slavery-like practices; and
- b. having made reasonable enquiries, has been or is, to the best of its knowledge, the subject of any investigation, inquiry, or enforcement proceedings by any governmental, administrative, or regulatory body regarding any offence of alleged offence of or in connection to any form of Modern Slavery event.

14. ANTI BRIBERY

- 14.1. The Supplier will at all times comply with the intent and all legal requirements (perceived or real) relating to anti-bribery, anti-corruption and anti-money laundering and must not do anything, or omit to do anything, to cause Hynds to be in breach of any such legal (perceived or real) requirements.
- 14.2. The Supplier warrants that neither it, nor any Supplier's Personnel, has been convicted of any offence, and has not been the subject of any investigation or enforcement proceedings by any governmental, administrative, or regulatory body regarding any offence or alleged offence, under any applicable laws, rules and regulations relating to anti-bribery, anti-corruption, and anti-money laundering.

15. GENERAL

- 15.1. Excluding a subsequent valid and executed formal contract between the parties any Purchase Order or subsequent engagement by Hynds and these Terms constitutes the entire agreement between the parties and these Terms without amendment of any kind shall supersede and nullifies any previous negotiations, agreements, promises or undertakings either written or verbal between the parties in respect of the subject matter of our engagement including a Purchase Order which may have been issued prior to the execution or deemed acceptance of any order, and in particular anything in the Suppliers own terms & conditions, quotes, invoices or the Parties correspondences of any kind.
- 15.2. Neither party will be liable for any act, omission or failure to fulfil its obligations, under this Agreement if such act, omission, or failure arises from any cause, reasonably beyond its control – including but not limited to equipment breakdown, pandemic, natural disasters (fire, storms, floods), governmental or societal actions (war, invasion, civil unrest, labour strikes), and infrastructure failures (transportation, energy) “Force Majeure”. The party unable to fulfil its obligations will immediately notify the other in writing of the reasons for its failure to fulfil its obligations, any damage or loss caused (or likely to be caused) and proposed remedial action.
- 15.3. The failure by Hynds to enforce any provision of these Terms shall not be treated as a waiver of that provision, nor shall it prejudice Hynds right to subsequently enforce that provision or exercise any right or remedy unless expressly waived by Hynds in writing. If any provision of these Terms is found to be invalid, void, illegal or unenforceable the validity, existence, legality, and enforceability of the remaining provisions shall not be affected, prejudiced, or impaired.
- 15.4. Hynds reserves the right at any time to update any Terms referenced in this Agreement by means of its website to reasonably reflect the forward evolution of its operating processes and procedures to remain relevant and in line with industry standards. A current set of terms is available to the Supplier at <https://www.hynds.co.nz/legal/> or on request and it shall be the Supplier obligation to ensure they are aware of and accord themselves in accordance with this intent.
- 15.5. Hynds will endeavour to resolve any dispute between the Supplier and itself without the need for Court proceedings. Any such attempt is without legal prejudice.
- 15.6. No variation of these Terms will be effective unless it is in writing and signed by a duly authorised representative of Hynds.
- 15.7. Without prejudice or notice Hynds may terminate or suspend the Supplier as a supplier to Hynds for any reason at any time.
- 15.8. These Terms and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
- 15.9. These Terms are for the benefit of, and are enforceable by, each member of the Hynds Group for the purposes of the Contract and Commercial Law Act 2017.

By executing these terms or accepting any order from Hynds, you agree to be bound by these terms and that you are a duly authorised representative of the Supplier company and so permitted to execute this agreement.

SUPPLIER NAME:

AUTHORISED SIGNATURE:

NAME: _____

TITLE: _____

DATE: _____