

Terms and Conditions

Terms and Conditions applying to the purchase of Goods and Services.

1. Interpretations and General Matters

Definitions

1.1 In these terms and conditions:

Business Day means any day other than Saturday, Sunday, any New Zealand Public Holiday, or any day in the New Year period from 24 December to 5 January inclusive.

Client means any person or entity whom The Argus Group has entered into an agreement to supply Goods.

Delivery means commencing the service(s) or providing the Goods to the prescribed location.

FIS means delivery of the Goods, 'free into store' and includes the responsibility (and associated costs) for packing, loading, transportation, and insurance (for the full replacement value of the Goods) to the delivery point for the Goods which may be a Site or such other location for delivery identified in the Purchase Order.

Goods means all goods, equipment, materials, articles, or any other property or parts to be provided by the Supplier under a Purchase Order.

GST means goods and services tax in respect of the Goods and Services Tax Act 1985.

Head Contract means a contract for the supply of good or services between The Argus Group and its client or Customer.

Nominated Representative means another party nominated in writing by the Argus Group to manage some or all aspects of the Purchase Order.

Price means the price of Goods or Services as agreed between The Argus Group and the Supplier or Subcontractor, as notated on the Purchase Order.

Purchase Order means a Purchase Order document issued by The Argus Group to the Supplier in the form currently in use by The Argus Group, which identifies the Supplier, contains a description of the Goods or Services required, a list of the documents which comprise the Purchaser Order and identifies the place of delivery of the Goods or the location where the Services are to be performed.

Services means all services to be performed by the Supplier as specified in the Purchase Order including without limitation, installations, design, manufacture, documentation, producer statements, warranties etc, inspection, testing, expediting, quality assurance and control, painting, or packing and delivery.

Site means the place or places specified in the Purchase Order to which the Goods are to be delivered and/or Services are to be performed by the Supplier.

Subcontractor means an individual employed or made available by a Supplier to provide Services to the Argus Group pursuant to a Purchase Order.

Supplier means a person, entity, subcontractor, contractor or similar such provider, who has agreed or contracted to provide Goods and/or is identified on the Purchase Order form.

The Argus Group means all companies owned by Bensan Servicing Limited.

Warranty Period means:

- a) in the case of supply of Goods, a period of 12 months commencing on the date of delivery of the, or such longer period as specified on the Purchase Order, or any other period identified in the Head Contract; and
- b) in case of the provision of Services, means a period of 12 months from the date on which the Services were completed, commissioned and accepted by The Argus Group.

Unauthorised Works means any additional work or costs related to a Purchase Order carried out by the Supplier which has not been authorised, in writing, by The Argus Group. Such work includes but is not limited to changes in scope of work, increase in labour or material costs, transport costs, costs for after-hours works, documentation costs etc.

Interpretation

1.2 Words importing the singular are deemed to include the plural and vice versa. Headings and subheadings are inserted for convenience only and shall not be used to interpret the text. Words denoting a natural person shall include a corporation and vice versa.

2. Supplier to Supply Goods and/or Perform Services

2.1 The Supplier agrees to supply and deliver the Goods or perform the Services specified in a Purchase Order in accordance with these Terms and Conditions.

2.2 The Supplier shall be deemed to have carefully examined all documents furnished by The Argus Group or made available by The Argus Group and fully satisfied itself regarding all the conditions, risks, contingencies and other circumstances which might affect the supply of the Goods or the performance of Services.

2.3 Where a Purchase Order identifies that Goods or Services are required under a Head Contract, or it is reasonably implied by the nature of the Goods or Services requested that Goods or Services are required under a Head Contract, the Supplier shall request relevant information from The Argus Group regarding the terms and specifications for the Good and Services in the Head Contract. Where the Supplier fails to request such relevant terms and specifications for the Good and Services, or is provided for the terms and specifications for the Goods or Services contained in the Head Contract, the Supplier is deemed to have read, understood and accepted those relevant terms and specifications for the Good and Services as if they were set out in these Terms and Conditions in full.

2.4 The Supplier is deemed to have agreed to these Terms and Conditions on the earlier of:

- a) The Supplier agreeing to supply the Goods or perform the Services;
- b) taking any action which is reasonably implied as a step toward supplying the Goods or performing the Services;
- c) delivering the Goods or performing the Services; or
- d) issuing an invoice for the Goods or the Services.

3. Performance and Quality

3.1 The Supplier shall comply with the standards of quality specified in the Purchase Order. If no standards are specified, the Supplier shall comply with the best quality standards applicable to the Goods or Services.

3.2 The Supplier warrants:

(a) that the Goods will be

- Free from liens, charges, encumbrances, mortgages, or other defects in title;
- Free from defects in design, materials, and workmanship;
- Conform to the conditions and specifications of the Purchase Order;
- Conform to all applicable laws, regulations, codes, and New Zealand Standards to which the Goods are subject;
- New and made to the specified quality;
- “Fit for purpose”.

(b) that the Services will be carried out in accordance with good engineering practice and comply with all applicable New Zealand Standards and/or other referenced codes, the requirements of the relevant Statutory Authorities and New Zealand Laws.

(c) that it has the necessary skills, resources, and experience to successfully supply the Goods and/or perform the Services in accordance with the requirements of the Purchase Order and these Terms and Conditions; and

(d) the Good and the Services will meet all relevant New Zealand Standards, building codes and any other industry or statutory standard.

3.3 The warranties above are in addition to any statutory warranties applicable to the Goods or the Services.

3.4 If the Supplier breaches its obligations under the warranty in clause 3.2 of these Terms and Conditions, the Supplier will, at The Argus Group’s option and at the Supplier’s expense:

- a) Refund the Price for and, where applicable, remove such of the Goods that are non-conforming and/or
- b) Repair, modify or replace such Goods, and/or
- c) Resupply the Services

The remedies in this clause 3.4 at not exhaustive, and The Argus Group may claim damages or any other available remedy.

3.5 The Goods must be tested to ensure compliance with all relevant standards and specifications and these Terms and Conditions. Unless otherwise set out elsewhere in the Purchase Order, any tests and the

costs of those tests shall be the responsibility of the Supplier. If requested, the results of tests shall be promptly supplied to The Argus Group in writing.

- 3.6 The Argus Group shall have the right to inspect the Goods prior to delivery and the Supplier shall give The Argus Group access to the Supplier's premises for such purpose during its normal working hours. The Goods will not be accepted by The Argus Group, and The Argus group will have no liability or obligation to pay for the Goods, until inspected and approved by The Argus Group. Any inspection by The Argus Group shall not relieve the Supplier from its obligation to comply with the requirements of the Purchase Order and these Terms and Conditions and shall in no way impair The Argus Group's right to require subsequent correction of non-conforming Goods.
- 3.7 The Argus Group shall give notice to the Supplier of any failure or defect in the Goods. The Supplier shall without delay and at no cost to The Argus Group correct any defect or failure in the Goods covered by a warranty by way of repair, replacement, modification or other means acceptable to The Argus Group.
- 3.8 If the Supplier fails to correct any defects and failures of which it has been notified by The Argus Group within the time specified in the notice under clause 3.7 (which shall not be unreasonable), The Argus Group shall have the right to rectify the Goods or have the rectification undertaken by a third party. If no time is specified in the notice, the time shall be five Business Days. All costs so incurred shall be a debt due and payable by the Supplier to The Argus Group or deducted from moneys otherwise owing from The Argus Group (including retention moneys) to the Supplier.
- 3.9 Any Goods repaired pursuant to a warranty under these Terms and Conditions (including those repaired in accordance with clause 3.8) may be subject to a further warranty claim by The Argus Group.

4. Delivery

- 4.1 Unless otherwise specified in the Purchase Order, the Goods shall be delivered FIS, adequately packaged, and protected to ensure safe delivery, to the delivery point and by the delivery date(s) specified in the Purchase Order. The Goods shall be accompanied by a delivery docket which shall be signed by a duly authorised representative of The Argus Group at the point of delivery.
- 4.2 The Goods shall become the property of The Argus Group upon delivery of the Goods to The Argus Group or any Site under the control of The Argus Group which is specified by The Argus Group as the delivery location. Notwithstanding that The Argus Group has taken delivery of the

Goods, the Supplier shall remain responsible for any loss or damage to the Goods, which may have occurred prior to delivery, and for any non-compliance of the Goods with the requirements of the Purchase Order and these Terms and Conditions.

- 4.3 The Supplier shall take all reasonable steps to minimise and prevent any delay to the delivery of the Goods or the performance of the Services. The Supplier will inform Argus at the earliest opportunity where it appears there may be any delay in the delivery of the Goods or the Services. The Supplier will take reasonable steps to accelerate the delivery of Good or the performance of the Services where it appears a delivery date may not be met.
- 4.4 If the Supplier fails to deliver the Goods or perform the Services by the delivery date specified in a Purchase Order, The Argus Group shall be entitled to terminate the Purchase Order either in whole or in part, in accordance with the provisions of Clause 10.1.
- 4.5 If The Argus Group determines (acting reasonably) that the Supplier of the Goods (and/or Services), has caused or likely to cause The Argus Group to be unable to meet its obligations in part or in full, to its Client, through slow progress, delays, a breach of these Terms and Conditions, or inadequate performance or non-performance by the Supplier, The Argus Group shall give three Business Days' notice in writing to the Supplier calling for immediate action on by the Supplier to rectify the delay, breach or non-performance by the Supplier within a further three Business Days from the date of the notice. Failure to rectify the issue described in the notice with this timeframe, will entitle The Argus Group to cancel the Purchase Order.

5. Price and Payment

- 5.1 All invoices presented for payment must have include a valid Purchase Order number from a Purchase Order issued by Argus Group and verified by the Supplier as originating from The Argus Group. The Argus Group will have no liability for payment of an invoice without a valid Purchase Order number.
- 5.2 Unless otherwise stated in the Purchase Order, prices shall be in New Zealand currency, fixed and not subject to any variation or escalation, including but not limited to variations in the cost of labour, materials, plant, transport, exchange rates, or changes in the scope of works, and inclusive of any taxes (except GST unless specifically stated as GST inclusive), levies, duties, insurance, freight (including all packaging, tagging, delivery to the Site), revenue or other charges whatsoever relating to the delivery (unless approved in writing by The Argus Group before commencing performance of Services or the Supplier ordering Goods from a third party).

- 5.3 The Argus Group is not liable to pay any amount relating to Goods or Services which is not expressly agreed in writing by The Argus Group. If there is ambiguity or uncertainty in the nature, quantity or quality of Goods or Services, the Supplier must seek written clarification from The Argus Group regarding the Goods, or in the case of Services, a written authorisation to proceed with performance of affected Services prior to commencing those Services.
- 5.4 The Supplier must issue a valid GST invoice to The Argus Group for any Goods supplied or Services performed by the Supplier.
- 5.5 A GST invoice claim must:
- (a) relate to a valid Purchase Order;
 - (b) not be issued before the Goods are delivered, or the Services are performed and all certificates, producer statements or warranty documents in relation to the Goods or Services are provided to The Argus Group;
 - (c) be received no later than the 6th Business Day after the end of the month in which the Goods were delivered.
- 5.6 Failure to provide a GST invoice which complies with this clause will result in the GST invoice not being considered for payment. For the avoidance of doubt, where Services involve construction work as defined in the Construction Contracts Act 2002, then the provisions of the Construction Contracts Act 2002 will apply, (including that the Supplier will issue a payment claim as defined in that Act).
- 5.7 The Supplier shall be responsible for the payment of all relevant government and overseas taxes, duties, and charges payable with respect to the Goods or performance of Services. The Purchase Order shall be deemed to be inclusive of all such taxes, duties, and charges.
- 5.8 Subject to the Supplier meeting the requirement in clause 5.6, the Price indicated on the Purchase Order will be paid by The Argus Group on the 20th day of the month following the month in which as complying GST invoice is received.
- 5.9 The Supplier agrees that The Argus Group may deduct from any monies due to the Supplier, any monies due from the Supplier to The Argus Group pursuant to these Terms and Conditions.
- 5.10 The Supplier hereby acknowledges and agrees that the withholding of any documents for whatever reason (including but not limited to non-payment or late payments) is a breach of these Terms and Conditions. The Argus Group shall be entitled to take all necessary steps to procure any documents required for the full use and enjoyment of the Goods or the Services and the Supplier acknowledges and agrees that all costs associated with procuring the documents shall be deducted from any

monies owing to the Supplier and any shortfall in payment of such costs will become debt due from the Supplier to The Argus Group.

- 5.11 All goods supplied and intended to be invoiced to The Argus Group for payment, must have a relevant authorised purchase order issued by The Argus Group. The Supplier is advised not to supply any goods without first receiving this.
- 5.12 The Argus Group accepts no liability for the payment of any additional costs or variation costs without such costs being agreed in writing before such costs are incurred. If no price is stated on the Purchase Order the price shall be the lesser of the following:
- a) merchant price book plus 8% profit margin charged by a recognised relevant reputable and experienced supplier to the industry in New Zealand; or
 - b) the recognised market wholesale, trade, or other comparative price The Argus Group is able to procure for similar goods/services; or
 - c) the labour rate applicable shall be the recognised hourly rate as determined by the relative New Zealand industry body or association inclusive of overheads.
- 5.13 Where a dispute arises over the value of an invoice where no price has been stated on the Purchase Order, and the dispute is unable to be resolved under clause 13, The Argus Group shall obtain relative, comparative, similar costings from a third-party. The Supplier agrees that the third-party costings obtained by The Argus Group will form the basis for negotiating settlement of the disputed invoice(s) under clause 13.

Withholding Payment

- 5.14 Where a Purchase Order specifies that The Argus Group is authorised to make a retention or withholding payment, the Supplier agrees that The Argus Group may retain 10% of the value of any invoice issued by the Supplier. The retention will be held as security for the delivery of Goods, and Supplier's performance of Services in accordance with this Agreement, and may be applied by The Argus Group against any loss, cost or damages suffered by Argus resulting from a breach of these terms and Conditions, including, but not limited to, a breach of any express or implied warranty. The balance of retentions held by The Argus Group under this clause will be released six months after the date of the Goods are delivered or Services are performed, and the Supplier has provided all documentation required by these Terms and Conditions including as described in clause 5.9.

6. Risk, Title & Insurance

- 6.1 Risk and liability for loss or damage to the Goods ordered pursuant to a Purchase Order will pass to The Argus Group only on acceptance of the Goods by The Argus Group.
- 6.2 Title to and ownership of the Goods shall pass to The Argus Group on delivery of the Goods to Site, except where payment is made prior to delivery, in which case property in the Goods will pass to The Argus Group on payment.
- 6.3 The Argus Group reserves the right to cancel the Purchase Order or any part of it at any time prior to delivery of the order in full.
- 6.4 In providing the delivery of the Goods the Supplier must maintain transit insurance or carrier's risk insurance, product liability insurance and third-party liability insurance, each for a sum equal to the full replacement value of the Goods (including delivery costs) and in respect of third-party liability insurance for an amount of cover of not less than one million dollars (\$1,000,000).
- 6.5 In providing professional Services to be completed by a Subcontractor, the Supplier will carry professional indemnity insurance for a sum of not less than one million dollars (\$1,000,000), for one single accident or event.
- 6.6 The Supplier will (on request by The Argus Group) provide evidence of the insurances required from the Supplier's insurance company. All insurance required by these Terms and Conditions shall be taken out with a reputable insurer in New Zealand or such other insurer that The Argus Group express approves in writing.

7. Variation to Purchase Order

- 7.1 The Argus Group may vary the Services required under the Purchase Order or any condition related to the performance of those Services by providing notice in writing to the Supplier. The Supplier shall performance the Services as varied at the direction of The Argus Group or the Nominated Representative. The Supplier's Price such be adjusted by a reasonable and fair amount on account of any variation. Any effect of a variation on the delivery date(s) of the Goods shall be agreed between The Argus Group and the Supplier in writing prior to the Supplier carrying out any such variation.
- 7.2 The Supplier shall not vary the Services to be performed under the Purchase Order or any condition related to the performance of those Services, except as directed and approved by The Argus Group in writing. No variation shall invalidate the Purchase Order.
- 7.3 Any increase in price to that stated on the Purchase Order must be approved in writing by The Argus Group prior to any activity giving rise to the price increase undertaken by the Supplier.

8. Health and Safety Obligations, Licences and Laws

- 8.1 The Argus Group has statutory obligations under the Health and Safety at Work Act 2015 (“HSWA”) to ensure all Subcontractors and suppliers of services abide by HSWA and Worksafe NZ Best Practice Rules and Regulations.
- 8.2 The Supplier shall comply with all applicable laws, by-laws, ordinances, regulations, proclamations, orders, rules, HSWA (including all subsequent amendments), Health and Safety rules and regulations in force on the Site and all reasonable safety related instructions given by The Argus Group, a Client and with the lawful requirements of Public and other Authorities in any way related to the supply of the Goods or performance of Services.
- 8.3 If requested, the Supplier of Services will provide the main contractor under a Head Contract with all necessary documentation required to comply with HSWA requirements (including but not limited to a copy of their Company Health and Safety Policy, Insurance Certificate of Currency, evidence of relevant and regulatory (if applicable) training and competency to undertake the service). The Supplier will provide the same HSWA documentation to The Argus Group or Nominated Representative and submit a Task Analysis or Job Safety Analysis in a form satisfactory to The Argus Group, prior to performing any Services pursuant to a Purchase Order.
- 8.4 The required documentation must be provided to The Argus Group or Nominated Representative in full prior to the Supplier commencing Services. Should the Supplier fail to do so within the required timeframe, The Argus Group reserves the right to delay commencement of the Services until the required documentation has been provided to The Argus Group.

9. Indemnity and Limitation of Liability

- 9.1 The Supplier indemnifies The Argus Group from and against any loss, costs, claims, damage, expense, or other liability incurred by The Argus Group arising out of any breach by the Supplier (or Subcontractor) of its obligations under the Purchase Order or these Terms and Conditions.
- 9.2 If any third-party claim is brought against The Argus Group as a result of the actions (or inactions) of the Supplier or Subcontractor, the Supplier (or Subcontractor) will, at its expense, defend any third-party claims brought against The Argus Groups or its directors, staff, contractors, officers, or agents (collectively, “Indemnitees”). In particular, the Supplier or Subcontractor will defend:
 - a) any claim that, if true, would constitute a breach of the Purchaser Order or these Terms and Conditions by the Supplier (or Subcontractor).
 - b) any claim related to injury, disability, harm to, or death of any person or

damage to any property arising out of or related to performance of any Work; or

- c) any claim that otherwise arises from the acts or failures to act of Supplier (or Subcontractor) or its agents (including any claim that the Goods infringes upon the rights of any third party).

9.3 The Supplier (or subcontractor) will indemnify, defend, and hold harmless The Argus Group from all actions, suits, costs, damages, and fees, losses, fines, penalties and judgments incurred by The Argus Group as a result of any third-party claim is brought against The Argus Group as a result of the actions (or inactions) of the Supplier or Subcontractor. Should the Goods, in whole or in part, constitute an infringement and any use of it be enjoined or threatened to be enjoined, the Supplier (or Subcontractor) will notify The Argus Group and, upon The Argus Group's request and at Supplier's (or subcontractor's) expense:

- a) procure for The Argus Group the right to continue use of the Goods, or portion of it, as applicable; or
- b) replace or modify the Goods, or any portion of it, with a non-infringing version, provided that the replacement or modification meets all Specifications to The Argus Group's satisfaction.

9.4 If the remedies described in clauses 9.3 above are not available to Supplier or Subcontractor, in addition to any damages or other remedies to which The Argus Group may be entitled, Supplier or Subcontractor will refund to The Argus Group all amounts paid to Supplier or Subcontractor for the applicable Goods.

9.5 The provisions of this clause 9 will remain in full force and effect until all of the obligations of the Supplier under the Purchase Order and these Terms and Conditions have been completed in full. For the avoidance of doubt, this includes for the period that a warranty claim is available to The Argus Group.

10. Termination

10.1 The Argus Group will be entitled to terminate a Purchase Order immediately, in whole or in part, without further notice to the Supplier, in the event of:

- (a) a breach of any of these Terms and Conditions, which in the opinion of The Argus Group will or may delay the completion of the Purchase Order and which is not remedied within three Business Days of The Argus Group notifying the Supplier in writing of any such breach,

(b) in the opinion of The Argus Group the Supplier:

- (i) is unable to effectively perform its obligations under the Purchase Order;
 - (ii) has inadequate resourcing;
 - (iii) fails to meet quality standards for Goods or Services,
 - (iv) there are unreasonable delays in delivery of Good or Services
- (c) an application is made to declare the Supplier bankrupt, or being a company, an order is made placing the Supplier in liquidation, or a receiver of the Supplier is appointed.

- 10.2 Notwithstanding any other provisions of the Purchase Order or these terms and Conditions, The Argus Group may terminate a Purchase Order by giving five (5) Business Days written notice to the Supplier.
- 10.3 In the event of termination of a Purchase Order for breach by the Supplier, the Supplier will pay The Argus Group any additional costs, losses or damages incurred by The Argus Group arising from the breach or the termination. Such costs may be deducted from any payments due to the Supplier or from retentions held by The Argus Group.

11. Confidentiality and Intellectual Property

- 11.1 Any information provided by The Argus Group to the Supplier that is noted as confidential, or which is reasonably implied by the circumstances in which it is provided to be confidential, shall not be disclosed to any third party without the express prior written consent of The Argus Group. This obligation shall continue and survive the completion or termination of a Purchase Order, the delivery of Goods or the completion of Services.
- 11.2 All intellectual property in any drawings, specifications, designs of other material provided by The Argus Group to the Supplier remains the property of The Argus Group. Any new intellectual property generated as part of or in connection with the supply of the Goods or the performance of the Services shall become the property of The Argus Group.

12. Subcontracting and Assignment

The Supplier shall neither subcontract nor assign all or any part Supplier's rights or obligations under a Purchase Order without the express prior written approval of The Argus Group. The approval of The Argus Group to any subcontract (if given) shall not relieve the Supplier of any of its obligations under the Purchase Order.

13. Disputes

- 13.1 Notwithstanding the existence of any dispute between The Argus Group and the Supplier, the Supplier shall ensure that the performance of Services and delivery of Goods in accordance with the Purchase Order and these Terms and Conditions is unaffected, including but not limited to, the timely performance of Services, delivery of Goods, maintenance of quality, and provision of all producer statements, warranties, as built drawings, guarantees.
- 13.2 The Argus Group and the Supplier shall use reasonable endeavours to settle disputes quickly and by negotiation, and at senior management level if required.
- 13.3 Failing such settlement of a dispute by negotiation, the parties agree that the dispute shall be resolved by mediation conducted in accordance with the rules of the Arbitrators' and Mediators' Institute of New Zealand.
- 13.4 In the event that the dispute has not been settled within twenty (20) Business Days (or such other period as may be agreed to in writing between the parties) after the appointment of the mediator, the dispute may be referred by either party for determination by arbitration in accordance with the provisions of the Arbitration Act 1996. In any arbitration both parties shall be entitled to be legally represented. Unless the parties agree upon an Arbitrator, a single Arbitrator shall be appointed by the President for the time being of the Arbitrators' and Mediators' Institute of New Zealand, who will appoint an Arbitrator with appropriate skills and experience having regard to the nature of the dispute.

14. General

- 14.1 If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality, and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 14.2 The Argus Group reserves the right to review these Terms and Conditions at any time. If, following any such review, there is to be any change to these Terms and Conditions, then that change will take effect from the date on which The Argus Group posts the revised Terms and Conditions on The Argus Group website, www.argusfire.co.nz.
- 14.3 The failure or delay by The Argus Group to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect The Argus Group's right to subsequently enforce that provision.

Order of Precedence

- 14.4 These Terms and Conditions for Purchase of Goods and Services shall prevail and take priority over any other terms and conditions of the Supplier or any other party, including but not limited to any supplier terms

and conditions referred to in any communication or pricing preceding the issue of the Purchase Order.

- 14.5 Unless otherwise stated, the order of precedence of any of the following documents listed in the Purchase Order shall be as follows:
- (a) Any specific terms written on the Purchase Order; then
 - (b) These Terms and Conditions for Purchase of Goods and Services; then
 - (c) Any specification or drawings pertaining to the Purchase Order.

Ambiguities

- 14.6 If the Supplier discovers any ambiguity in a Purchase Order, it shall immediately notify The Argus Group in writing. The Argus Group shall then determine the correct interpretation of the Purchase Order. The Argus Group's determination shall be final and binding on the Supplier and have no effect on the Purchase Order including, but not limited to the price, delivery, quality, or quantity.

Confidentiality and Use of Documentation

- 14.7 Any document provided by Argus to the Supplier shall be held securely in the strictest confidence and shall not be copied or used for any other purpose other than the supply of the Goods without the express prior written approval of The Argus Group. Such documents shall be returned to the Argus Group or destroyed at the request of The Argus Group.

Communications

- 14.8 Any notice or other communication required under the Purchase Order shall be delivered in writing and shall be in a form which can be read, copied, and recorded conveniently.

Entire Agreement

- 14.9 A Purchase Order and these Terms and Conditions for the Purchase of Goods and Services (together with any other documents as described in clauses 14.4 and 14.5) constitute the entire agreement between The Argus Group and the Supplier. No statement, representation, promise or understanding which is not set out in a Purchase Order will be binding on the parties. Nothing contained in a proposal, correspondence, discussions, or negotiations prior to the date of the Purchase Order will vary the Purchase Order or these Terms and Conditions.

Subsequent Purchases

- 14.10 Where a Purchase Order has been issued to a Supplier for the supply of Goods or Services for a particular project or task or in relation to a particular Head Contract, these Terms and Conditions will apply to all subsequent Purchase Orders for the same project or task or in relation to the particular Head Contract regardless of whether they are included with

the subsequent Purchase Orders.

Contractual Relationships

- 14.11 The issue of a Purchase Order by The Argus Group to a Supplier and the acknowledgement of the Purchase Order by the Supplier or commencement of delivery of the Goods or performance of the Services, together with these Terms and Conditions, form the agreement between The Argus Group and the Supplier. Both parties agree to be bound by these Terms and Conditions for the purchase of Goods and performance of Services.

Applicable Law

- 14.12 This Purchase Order and these Terms and Conditions shall be governed by and construed in accordance with New Zealand law. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New Zealand for the purpose of hearing and determining any disputes or proceedings arising out of or in connection with this Purchase Order and these Terms and Conditions for purchase of Goods and Services.