



Terms and Conditions

Purchase Order Terms and Conditions

By accepting a Purchase Order from Argus ManuTech Ltd., the Supplier accepts these Terms and Conditions unless a separate written contract is agreed. These are binding on the Supplier even if not signed and take precedence over any other terms including the Supplier's terms of supply.

01 | GENERAL

Agreement means these terms and conditions together with any other documents sent to the Supplier.

Argus means Argus ManuTech Ltd.

Goods means all goods and services ordered by Argus.

GST means goods and services tax prescribed by the provisions of the Goods and Services Tax Act 1985.

Party means either Argus or the Supplier; together they are the Parties.

Purchase Order means any authorised purchase order for the goods and/or services in Argus current standard form.

02 | WARRANTIES

In addition to all other applicable laws, regulations, standards and terms, the Supplier warrants to Argus that:

2.1 All Goods will conform with the latest drawings, specifications, samples approved or provided by Argus.

2.2 All Goods will be free of any defect, securely stored until delivery, well packaged fit for transports and accepted by Argus' QA inspection.

2.3 The Supplier has all necessary consents, licences and authorities in goods supplied and use of the goods by Argus will not infringe the rights of any other person

03 | PURCHASE ORDER

3.1 Argus is not bound by, and the Supplier should not accept any order not using Argus Purchase Order form or without an allocated Purchase Order number, or where the Purchase Order is not signed or if an electronic copy has not been generated from Argus. It is the Supplier's responsibility to confirm that all of the details provided on the Purchase Order are able to be met. Any variation must be checked and agreed to by Argus prior to delivery being made.

04 | DELIVERY

4.1 The Supplier must supply the Goods in accordance with Agreement and Purchase Order to the place and by the date specified in the Purchase Order.

4.2 Unless otherwise agreed in writing, the Supplier shall deliver in full all Goods ordered under each Purchase Order. Argus only accepts back orders or split shipments and any additional charges arisen in exceptional circumstances that require Argus' prior approval.

4.3 Argus reserves the right to reject any delivery with quantity over or short supplied according to Purchase Order and any delivery with wrong or insufficient information in shipping documents. All costs occurred are at the Supplier expense.

05 | REJECT AND RETURN

5.1 In the event, the Goods fails to comply with specifications, drawings, samples, Purchase Order or be concluded by Argus QA as defective in regards to workmanship and/or materials, then they will be rejected in writing and the Supplier must collect rejected goods at own cost from Argus within one month. Argus reserves the right to dispose rejected goods if the Supplier fails to collect within one month.

5.2 Argus will decide whether the Supplier shall resupply or issue a credit note for the goods rejected.

06 | PRICE AND PAYMENT

6.1 The purchase price shall be that specified in the Purchase Order and fixed firm, cannot be varied without the prior written approval by Argus.

6.2 The purchase price specified in the Purchase Order shall include all taxes (excluding GST), levies, transport and insurance charges and shall be on Delivered Duty Paid (DDP) basis unless otherwise agreed in writing by both parties.

6.3 Argus shall pay Supplier in accordance to agreed payment terms but if any item or part of any

item in an invoice is disputed, Argus will notify the Supplier the reason for dispute and the amount that Argus may withhold. Argus may reduce any payment due to the Supplier by any amount for which the Supplier is liable to Argus, including costs, charges, damages, and expenses. This does not limit Argus' right to recover those amounts in other ways.

6.4 Unless otherwise specified, any money payable is to be paid in New Zealand dollars.

6.5 No interest will be payable by Argus in respect of any invoice rendered to it by the Supplier which remains due and unpaid.

07 | RISK AND TITLE

7.1 Title to the Goods pass to Argus when Argus receives the Goods. The Goods are at the Supplier's risk until delivery is completed in accordance with the Agreement. The Supplier is not granted nor entitled to any lien, charge, or other security interest (as defined in the Personal Property Securities Act 1999 and its subsequent amendments) in respect of the Goods.

08 | INTELLECTUAL PROPERTY

8.1 Argus acknowledges that the Intellectual Property Rights in the Goods remain vested in the Supplier.

8.2 For all intellectual property provided to Argus that is not owned by Argus, Supplier grants Argus a non-exclusive, worldwide, royalty free, perpetual, irrevocable and sub-licensable license to use, copy, distribute, sub-licence, reproduce, modify, adapt, publish, transmit, translate, create derivative works from, display and perform, whether publicly or otherwise, that intellectual property.

8.3 Without consent in writing, the Supplier must not use Intellectual Property Rights of Argus and Argus' customers.

09 | LIABILITY, INDEMNITY AND INSURANCE

9.1 The Supplier is liable for and must indemnify Argus against any costs, claims, demands, expenses, and liabilities of whatsoever nature, arising out of or in connection with: (a) the Supplier's breach of the Agreement and Purchase Order; (b) Defective Goods; (c) personal injury or death; (d) any wilful, unlawful or negligent act by the Supplier or that of its employees, agents or contractors; and (e) damage to property.

9.2 The Supplier's liability under clause 9.1 shall be reduced to the extent that any Liability is caused by Argus' wilful misconduct or negligence, or that of Argus' employees or agents.

9.3 Argus is not liable to the Supplier for any consequential loss whatsoever arising.

9.4 The Supplier must hold and maintain a policy of public liability insurance in respect of the Goods. Upon request, the Supplier must provide Argus with a copy of the certificate of currency.

10 | CONFIDENTIALITY

10.1 Each party will keep the other's confidential information confidential and not disclose any confidential information to any person without consent in writing from the other party unless the disclosure is required under law.

10.2 The Supplier will ensure its employees, subcontractors and advisers will comply this obligation of confidentiality.

11 | HEALTH AND SAFETY

11.1 Supplier must comply with the Health and Safety at Work Act 2015 ("the Act"). When operating in Argus' premises, comply with all policies and regulations affecting Argus, including but not limited to its hazard identification policy and other Health and Safety in Employment policies.

12 | FORCE MAJEURE

12.1 Neither the Supplier nor Argus shall be liable to the other for default or delay in performing its obligations under the Agreement, and Argus shall be entitled to cancel Purchase Order without liability to the Supplier, caused by any occurrence beyond a party's reasonable control including, without limitation, fire, industrial disturbance, riot, war, act of God and governmental order or regulation, provided that force majeure does not include an event which the party affected could have prevented or overcome by exercising a standard of reasonable care, and the party affected by such occurrence gives written notice thereof to the other party within five business days of the commencement of that occurrence.

13 | DEFAULT AND TERMINATION

13.1 The Agreement, any part of the Agreement or any Purchase Order may be immediately terminated by Argus under a five-business-day advance notice in writing to the Supplier if

- (a) there is a material breach of the Agreement by the Supplier, or
- (b) there is an event which is the subject of clause 12 continues for more than five business days, or

(c) has a receiver, liquidator, administrator, or other controller of property appointed to the Supplier on account of its solvency or ability to pay its debts as they fall due

13.2 Termination of this Agreement does not affect any rights of the parties which may have accrued before the date of termination; and the rights and obligations of the parties under clauses 8,9 and 10 which survive termination of this Agreement.

14 | DISPUTES

14.1 The parties will use their best endeavours to promptly resolve any dispute or difference between them through direct negotiation. If any dispute cannot be resolved by negotiation, either Party may refer the matter to mediation. Each party must bear its own costs in connection with the mediation.

15 | MISCELLANEOUS

15.1 The Supplier cannot assign, transfer or sub-contract any of its rights, benefits, or obligations under the Agreement without the prior written consents of Argus. Argus' consents to the Supplier sub-contracting any work to be performed shall not relieve the Supplier of its responsibility for the whole of the work to be performed pursuant to the Agreement or of any obligations contained in the Agreement or at law.

15.2 This Agreement and each Purchase Order are governed by and construed in accordance with the law of New Zealand and the parties submit to the nonexclusive jurisdiction of the New Zealand courts.

15.3 Any variation of the Agreement will not be effective unless it is in writing and signed by Argus.

15.4 Any Incoterms specified on an Argus purchase order will refer to the current Incoterm definition applicable at time of order placement, as defined by ICC – International Chamber of Commerce.