

OUR CONTRACTOR AND VENDOR CODE OF CONDUCT



TERRA

CAT

POWER ON THE GROUND

TERRA INDUSTRIAL NEW ZEALAND LIMITED

CONTRACTOR AND VENDOR

CODE OF CONDUCT

Our Introduction	03	Our Terms and Conditions of Purchase	10-12
Purpose	04	Your Letter of Declaration	13
Scope	04	Your Declaration	14
Responsibilities	04	Appendix A	15
Our Values	05-06	Schedule of Insurance Minimum Insurance Cover	15
Requirements of the Standard	07		
Ethical Business Practices	07		
Harassment and Violence	07		
Use of Association	07		
Use of Terra Cat Property	07		
Provision of Information	07		
Health, Safety and Sustainability	08-09		
- General Requirements			
- Personnel, Vehicles, Plant, Equipment and Tools			
- Insurances			
- Emergency Response			
- Fit for Work			
- Safe Systems of Work			
- Drugs and Alcohol			
- Site Traffic Management			
- Hazardous Substances			
- Environmental Protection			

OUR INTRODUCTION

Terra Industrial New Zealand Limited (Terra Cat or the Company) is a wholly owned subsidiary of Sime Darby Berhad and operates under the Sime Darby Industrial Division. The foundations of Terra Cat are built on our Purpose, Values and Responsibilities. Our Contractors and Vendors Code of Conduct is based around these foundations.

At Terra Cat, the way we conduct business is as important as the products and experiences we sell. In undertaking our business with contractors and vendors, we acknowledge that we are bound by all applicable laws, legislation, regulations and codes for the countries in which we work.

Our Contractor and Vendor Code of Conduct sets out the obligations and behavioural standards that apply to all of us that work at Terra Cat, regardless of employment status, business entity or country in which we operate. We also expect nothing less from our business partners, including consultants and suppliers.

Our Contractor and Vendor Code of Conduct includes:

- Our Values.
- Our Standard.
- Our Terms and Conditions of Purchase.
- Your Letter of Declaration.
- Your Signed Declaration.

THE PURPOSE



The purpose of this Code of Conduct is to clearly define the obligations and responsibilities of Contractors and Vendors.

Contractors and Vendors include those engaged to provide goods and services to, or to carry out work for, or on behalf of Terra Cat - including work carried out on Terra Cat customer work sites.

THE SCOPE



This Code of Conduct applies to:

All Contractors and Vendors, their employees or agents, and any subcontractors they engage.

OUR RESPONSIBILITIES



Terra Cat employees engaging the services of the Contractor/Vendor are responsible for ensuring awareness of this Code of Conduct.

YOUR RESPONSIBILITIES



Contractors/Vendors and their sub-contractors are responsible for complying with this Code of Conduct.

The Contractor/Vendor is responsible for ensuring their sub-contractors' awareness of and sub-contractors' requirement to agree with this Code of Conduct, which may include providing Terra Cat with a signed declaration.

OUR VALUES

Our **values** underpin how we operate both individually and collectively.

They put into words what we stand for as an organisation, and put a spotlight on what we believe in. Our values are integrated into our systems, processes, practices and our ways of working. We take action to safeguard ourselves and others, and take care of our employees, our customers, and our environment.



NO HARM KIA HAUMARU

THE POWER OF TIAKI (protecting & safeguarding)

- We follow our systems, processes and practices to maintain the health, safety and wellbeing of all employees.
- We pause, think and then act with courage to safeguard ourselves and others.
- We care for each other, our business, our customers and our environment.

PROTECT YOURSELF & OTHERS

Our value of No Harm means that we all remain proactive in ensuring that everybody goes home safe at the end of the day. Being proactive means:

- Maintaining the health, safety, and wellbeing of ourselves and others for all our actions.
- To pause, think, then act with courage and confidence in keeping ourselves and others safe from any and all harm.
- Always keeping an eye out for potential hazards, and immediately reporting new ones wherever they are found.
- Following our procedures and practices at all times, for the benefit of ourselves and of the people around us.



INTEGRITY KIA MATATIKA

THE POWER OF NGĀKAU PONO (being sincere & dependable)

- We hold ourselves accountable to deliver results, underpinned by our values.
- We act and behave our best, even when no one is watching.
- We trust our peers across our business and work as one team.

KNOW YOUR RESPONSIBILITIES

Our value of Integrity means that we all take full accountability for our actions. Being accountable means:

- Following the Code, company and necessary third party policies (including Sime Darby Group Policies and Authorities), procedures, laws, regulations and other relevant guidelines of the company and the country (or countries) in which you are working.
- Reporting anything that you suspect is illegal or unethical or in breach of the Code.
- Keeping up to date with the content of the Code.
- Applying the stricter provisions if there is a conflict between the Code and company policies, regulations and legislation.
- Communicating the Code to your direct reports and team members.



OPENNESS **KIA TUWHERA**

THE POWER OF HOUTUPU **(being genuine & authentic)**

- We lead with curiosity, authenticity and clarity.
- We build genuine relationships with our people and our customers.
- We are open to learning and sharing knowledge from our experiences mistakes.

BE TRUE TO YOURSELF

Our value of Openness means that we approach every day and every job with an open mind and an authentic mindset to grow and learn from our experiences every time.

Having authenticity means:

- Approaching the job with a clear and open mind, and being confident in ourselves and our skills that we bring with us.
- Taking opportunities to build upon our existing knowledge whenever possible, and learning something new every day.
- Accepting that we all make mistakes sometimes, and being able to learn from these and grow as people.
- Taking the chance to build meaningful and long-lasting relationships with our people and our customers, and appreciating the value of human connection.



CARE **KIA ATAWHAI**

THE POWER OF MANAAKITANGA **(showing respect, generosity & care)**

- We respect each other, so everyone feels valued, heard and included.
- We take every opportunity to build connections and relationships.
- We value diverse perspectives and alternative ways of thinking.

TREAT EVERYONE WITH CARE

Our value of Care means that we strive so that everybody that we come into contact with feels that they are welcome and taken care of, to feel a sense of inclusion with us. Being inclusive means:

- Treating others with kindness, respect, and generosity, so they can become a part of a safe and welcoming environment.
- Respecting and hearing the perspectives of those from all walks of life, in order to make them feel heard, valued, and included.
- Taking the opportunity to build strong connections and relationships whenever possible, and integrating others into our vision for moving forward.
- Encouraging and promoting diverse values and alternative methods of thinking, to bring the best out of each other.

REQUIREMENTS OF OUR STANDARD

Whilst engaged to carry out work for or on behalf of Terra Cat, **Contractors** and **Vendors** are to adhere to all requirements of this **Standard**.

They must also adhere to all relevant statutory and regulatory requirements and any other Terra Cat policies or procedures as notified as amended from time to time, including the relevant provisions of Sime Darby's Code of Business Conduct (COBC) which is made available online at www.simedarby.com.

Terra Cat will provide guidance on Policies, Standards and Procedures.

ETHICAL BUSINESS PRACTICES

Contractors and Vendors are expected to:

- comply with all applicable local and national laws, statutes, codes and regulations including on bribery, corruption, anti-slavery and prohibited business practices, including but not limited to the Crimes Act 1961, the Secret Commissions Act 1910 and the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (Relevant Laws);
- conduct business in an ethical, fair and courteous manner;
- promote timely and balanced disclosure of material matters concerning the goods or services provided to Terra Cat;
- notify Terra Cat of any breach or conduct that may give rise to breach of those Relevant Laws or this Standard and in accordance with the whistleblowing section in the COBC;
- provide all reasonable assistance and access to documents/personnel as required by Terra Cat to comply with its obligations under all Relevant Laws and the COBC.

Contractors/vendors must not directly or indirectly promise, offer, grant or authorise the giving of money or anything else of value, to employees of Terra Cat, to obtain or retain business or an advantage in the conduct of their business.

HARASSMENT AND VIOLENCE

Any type of harassment and violence by contractor/vendor personnel whilst on a Terra Cat site will not be tolerated. These actions or behaviours include, but are not limited to:

- making derogatory comments based on appearance, gender, racial or ethnic characteristics;
- verbal or physical abuse; or
- making any sexual advances, any request for sexual favours or other unwelcome conduct of a sexual nature which makes a person feel offended, humiliated or intimidated.

USE OF ASSOCIATION

Contractors/vendors must not:

- publicly disclose their supply association with Terra Cat in any form; or

- use the Terra Cat image or brand elements (including Cat logos); without prior express written permission from an authorised Terra Cat representative.
- use Terra Cat association to gain an advantage without permission.

Contractors/vendors must not hold themselves out to third parties as being an employee of Terra Cat or as having the authority to bind Terra Cat to any obligation.

USE OF TERRA CAT PROPERTY

If a contractor/vendor is provided with any plant, equipment, computer software, vehicle, or other form of personal property by Terra Cat in order for the contractor/vendor to perform its obligations, the contractor/vendor must:

- take all steps necessary to protect the property from loss, damage or theft;
- not make any alterations to the property without the prior written permission of an authorised Terra Cat representative; and
- return the property to Terra Cat in the same condition (fair wear and tear excepted) as it was provided to the contractor/vendor; and
- return the property to Terra Cat immediately upon request or when finished with.

PROVISION OF INFORMATION

Contractors/vendors must ensure all transactions with Terra Cat are accompanied by appropriate supporting evidence, detailing the exact goods or services provided, where the goods or services are to be or have been delivered, and clearly show the price and other terms agreed to.

Vendors must accurately record and disclose information to Terra Cat regarding their business activities, structure, financial situation and performance in accordance with applicable laws and regulations and prevailing industry practices.

Vendors must respect intellectual property rights and safeguard Terra Cat confidential information. Transfer of technology and know-how must be done in a manner that protects Terra Cat's intellectual property rights.

A confidentiality agreement may be required from time to time.

HEALTH, SAFETY AND SUSTAINABILITY

1. General Requirements

Terra Cat strives to provide a safe, secure and healthy working environment. Contractors, vendors and their personnel must create and maintain a safe working environment to prevent workplace injuries, illness or damage by:

- complying with all applicable legislative requirements and Terra Cat standards, procedures and site requirements;
- wearing high visibility clothing and appropriate personal protective equipment when entering operational, yard or warehouse areas;
- supply any relevant information regarding reporting events, near misses or injuries;
- reporting immediately unsafe equipment and tools, hazardous conditions and accidents to the management,
- eliminating physical hazards where possible. Where physical hazards cannot be eliminated, contractors/vendors must provide appropriate engineering controls such as physical guards, interlocks, and barriers. Where appropriate engineering controls are not possible, contractors/vendors shall establish appropriate administrative controls such as safe work procedures. Best practice must be applied to ensure safety at all times. Terra Cat may request that the contractor/vendor provides a comprehensive hazard/risk assessment (eg Job Safety Analysis) to Terra Cat, as well as all subcontractor workers and other workers who intend to carry out work in any of the areas in which services are undertaken; and
- sign in upon arrival to a Terra Cat site.

Contractors/vendors must ensure that they have a Health and Safety Management System in place and may be required to complete a Prequalification process as determined by Terra Cat to provide evidence of that system.

Contractors/vendors must attend any Terra Cat induction sessions if required. Induction processes may vary depending on the risk level of the work, the duration of the work and the category of contractor that Terra Cat may determine.

Contractors/vendors must ensure that all site activities are carried out in a manner that minimises the risk of harm to any person, property and the environment.

Contractors/vendors must gain approval from the relevant Terra Cat site manager/supervisor before allowing any subcontractors onto any site.

Contractor/vendor is responsible for supplying the required documentation to WorkSafe New Zealand if notifiable work is to be carried out while working for Terra Cat and a copy must be provided to Terra Cat.

Contractor/Vendor must immediately inform Terra Cat of any WorkSafe New Zealand notice placed on it and any pending investigation or possible enforcement action or prosecution under legislation which is any way related to the goods or services provided to Terra Cat by the contractor/vendor. Contractor/vendor must provide prompt written advice to Terra Cat of the outcome of any investigation, formal proceeding or prosecution.

Terra Cat reserves the right to request, at random, inspection or audit of relevant documents, approvals, licences, etc. and to inspect any equipment, vehicles or tools used by contractors/vendors at Terra Cat work sites.

Smoking is not permitted on Terra Cat work sites, other than in approved or designated smoking areas.

Terra Cat may suspend any work being performed by the contractor/vendor, at no cost to Terra Cat, where Terra Cat is not satisfied that all reasonably practicable steps are being taken to ensure the health and safety of those at risk from the work.

2. Personnel, Vehicles, Plant, Equipment and Tools

Contractors/vendors are responsible for ensuring that they, their employees and any subcontractors engaged on the Terra Cat work site are:

- Competent in the tasks they will be carrying out on the site;
- trained to do the work safely;
- hold the necessary licences, certificates and permits; and
- are fully aware of the requirements in this document.

Vehicles, plant, equipment and tools provided or used by contractors/vendors must be in a serviceable condition, suitable for the work to be done and as appropriate, hold current test certificates, roadworthiness, registrations, licences and approvals.

Operators of vehicles, plant and equipment must be authorised, assessed as competent and hold the necessary licences, certificates and permits.

3. Insurances

Contractors/vendors supplying goods or services for Terra Cat must hold and maintain appropriate insurances with reputable insurance companies.

Please refer to Appendix A of this document for a schedule of minimum insurance cover and amounts.

Prior to providing services, contractors/vendors will provide copies of relevant certificates of currency or other suitable evidence confirming that they have the requisite and appropriate insurance policies in place whilst undertaking any work for or on behalf of Terra Cat.

4. Emergency Response

In an emergency, contractor/vendor personnel must follow the directions of the authorised Terra Cat site personnel.

Clear access for emergency services vehicles must be maintained on all site roads and entrances. Terra Cat may remove or tow away any vehicle that is blocking or restricting access. Refer to any applicable site map.

5. Fit for Work

Contractors/Vendors are to ensure that any their workers are Fit for Work when supplying good and/or service to Terra Cat.

Fit for Work means that an individual is in a state (physical, mental and emotional) that enables them to perform all of the inherent requirements of their job including all assigned tasks competently and in a manner that does not introduce risk to the safety or health of themselves or others.

6. Safe Systems of Work

Terra Cat uses multiple safe systems of work for specific tasks or risks. When a contractor/vendor is being engaged for work, that specific tasks about the work are to be discussed including any safety systems of work that would need to be applied.

Example of some of the safety systems of work include but are not limited to:

- Terra Cat Standards e.g. Personal Protective Equipment (PPE)
- Terra Cat Procedures e.g. Working in Confine Space
- Terra Cat Guidelines e.g. Quick Step guides for performing tasks
- OEM procedures e.g. Cat Service Information System (SIS)
- Pause and Think (personal risk management)
- Job Safety Analysis (task and team risk management)
- Incident, Injury, Illness, Near Miss and Hazard Reporting
- Energy Isolation (lock out tag out)
- Hot Work permit to work
- Work at Height permit to work
- Confined Space permit to work
- Jacking and Blocking procedure
- Lifting and Slings plan
- Working in Isolation (lone worker) communication plan
- Site Traffic Management Plan
- Site Signage
- Contractor worker induction (online and onsite)
- Being Fit for Work
- Right to Start meetings (start of each shift)
- Monthly Toolbox meetings
- Loading and Unloading Machinery
- Load Security
- Emergency Response Plan
- Alcohol and Drug testing
- Hazardous Substance management
- Training and Competency
- Operating Machinery

7. Drugs and Alcohol

The possession, use or consumption of illegal drugs and alcohol on a Terra Cat work site is strictly prohibited. People affected by or under the influence of drugs or alcohol are not permitted on a Terra Cat work site.

Terra Cat has a Standard for Alcohol and other drugs. This Standard outlines how Terra Cat manages the risk of alcohol and drugs at work.

Terra Cat reserves its right to conduct drug and alcohol testing and to have any person testing non-negative to any drug or alcohol test removed from any Terra Cat or customer work site.

8. Site Traffic Management

All drivers on a Terra Cat work site must:

- comply with any posted site speed limits and traffic control signs;
- show courtesy to other road users and give way to pedestrians and heavy mobile plant; and
- follow the directions of authorised site personnel at all times.
- comply with the Site Traffic Management Plan (TMP).

10. Hazardous Substances

Contractors/vendors will comply with all Environment, Health and Safety Laws when dealing with hazardous substances, including but not limited to the Health and Safety at Work (Hazardous Substances) Regulations 2017. Contractors/vendors shall identify, evaluate, and control worker exposure to hazardous chemical, biological, and physical agents. Contractors/vendors must eliminate hazards where possible. Where hazards cannot be eliminated, contractors/vendors shall provide appropriate engineering controls such as closed systems and ventilation. Where appropriate engineering controls are not possible, contractors/vendors shall establish appropriate administrative controls such as safe work procedures.

Hazardous substances, chemicals and products brought onto a Terra Cat or customer work site must be accompanied by a Safety Data Sheet (SDS). Hazardous substances must be handled, used and stored in accordance with the SDS.

The chemical approval must be completed with the Terra Cat site manager/supervisor, prior to the introduction of any chemical to site.

Terra Cat reserves the right to restrict or refuse any hazardous substances coming to site

11. Environmental Protection

The following materials are potential contaminants and may cause environmental harm:

- Petroleum based products – e.g. fuels, lubricants;
- Items containing petroleum based products – e.g. grease cartridges, oil filters; and
- Hazardous materials and chemicals.

These products and products of this nature must not be:

- stored on site unless approved by the relevant Terra Cat site manager; or
- discarded or disposed of on any Terra Cat or customer site.

If a spill of any of these materials occurs:

- the spill must be immediately controlled by the contractor/vendor, as per site contamination control and procedures, if safe to do so;
- any spill must be reported to the Terra Cat site manager/supervisor as soon as possible; and
- Terra Cat personnel must be contacted if assistance is required.

All contractor/vendor personnel on site must take appropriate measures to prevent dust, odour release, air pollution, water pollution, excessive noise and erosion.

OUR TERMS AND CONDITIONS OF PURCHASE

1. APPLICATION

These terms and conditions govern all purchase orders issued by Terra Industrial New Zealand Limited ("the Buyer") to the exclusion of all other terms, including the Seller's terms (if any), unless specifically agreed in writing.

2. GOODS AND/OR SERVICES PURCHASED

- a) The Seller warrants that from delivery of the goods and/or services and for the duration of the warranty period specified in the purchase order (or to the extent not specified, in the case of goods, for at least 12 months from the later date of the date of acceptance and the date of first use of the goods, and in the case of services, for at least 3 months from the date of acceptance of the services):
 - i) the goods will be of merchantable quality, new and free from any encumbrance, security interest, charge or lien in favour of a third party at the time of delivery to the Buyer;
 - ii) the goods and/or services will be fit for their intended purposes and free from defects in design, materials and workmanship;
 - iii) in the performance of the services, the Seller will exercise reasonable skill, care and diligence, use properly skilled, qualified and experienced personnel and hold all relevant approvals and licences required for the performance of the services;
 - iv) the goods and/or services will comply with all New Zealand laws, codes and standards (including the Health and Safety at Work Act 2015).
- b) Unless otherwise agreed in writing by the parties, the Seller warrants that the goods and/or services will conform to any specifications given and to any drawings, samples or other descriptions furnished or adopted by the Buyer.
- c) The Seller must procure and supply for the benefit of the Buyer any applicable supplier or manufacturer warranty for the goods and/or services supplied, and must assist the Buyer with any claim under such warranties.

3. DELIVERY

- a) The Seller will deliver the goods and/or services in accordance with the terms specified in the purchase order and at the time or times nominated by the Buyer.
- b) The Seller will unload the goods and/or services at the delivery point nominated by the Buyer.
- c) The Seller will immediately advise the Buyer in writing of any circumstances that may cause delay in delivery, the action taken to avoid or minimise the delay and the estimated period of delay.
- d) The Seller will ensure that, in delivering the goods, it will:
 - i) if any goods are delivered to or services performed at the Buyer's site, comply with all site safety policies, procedures and directions of the Buyer;
 - ii) comply with all mass, dimension and load restraint requirements for vehicles or the carriage of goods;
 - iii) comply with all relevant requirements in relation to container weight declarations;
 - iv) manage all transport and journey documentation, including consignment notes, declarations, manifests and log books;
 - v) provide the Buyer, upon request, with all information and documentation reasonably required by the Buyer (or a relevant government authority or agency) to monitor or audit compliance with this clause (including permitting inspections of transport and journey documentation and vehicles); and

- vi) notify the Buyer upon becoming aware of any breach by the Seller or its personnel of this clause.
- e) The Seller will ensure that prior to the delivery or use of any dangerous goods or hazardous substance (together known as "Hazardous Substance"), the Seller:
 - i) applies appropriate labelling;
 - ii) provides the Buyer with a copy of the current Safety Data Sheet for such Hazardous Substance that complies with the Hazardous Substances (Safety Data Sheets) Notice 2017 and the Hazardous Substances and New Organisms Act 1996; and
 - iii) provides the Buyer with a completed risk assessment if services include the use of such Hazardous Substances.

4. INSPECTION

- a) All goods and/or services may be subject to inspection and testing at reasonable times and places nominated by the Buyer, including the period of manufacture.
- b) The Seller, without additional charge, will arrange industry standard testing of all goods and/or services and, if requested by the Buyer, will provide evidence thereof to the Buyer prior to delivery.
- c) The Seller will provide all reasonable facilities and assistance for the safety and convenience of the Buyer's inspectors to allow them to conduct additional inspections.
- d) All goods and/or services are also subject to final inspection and acceptance at the Buyer's premises notwithstanding any payments or other prior inspections. Such final inspection will be made within a reasonable time after delivery.

5. DEFECTIVE GOODS AND/OR SERVICES

- a) The Buyer may, at its option, either return for credit or refund or require prompt correction or replacement of defective or nonconforming goods and/or services or part thereof.
- b) Return to the Seller of any defective or nonconforming goods and/or services and delivery to the Buyer of any corrected or replaced goods and/or services will be at Seller's expense. If the Seller fails to promptly remedy any defective or nonconforming goods and/or services, or if the Buyer determines that an urgent or other situation so justifies, the Buyer may carry out, or procure the carrying out of, anything required to remedy the defect at the Seller's expense.

6. EXTRAS

- a) No charges will be allowed for transportation packing or returnable containers unless stated.
- b) All shipments must be packaged and must conform with the Buyer's packaging specifications referred to elsewhere in this order if any, and so as to permit efficient handling and to provide protection in shipment.
- c) If tendered to a common carrier for delivery, packaging must also conform to the packaging requirements applicable to such carrier, and acts of the common carrier will be deemed to be acts of the Seller.
- d) Damage to any goods resulting from improper packaging will be charged to Seller.

7. CHANGES

- a) The Buyer may at any time by a written notice make changes in the specifications, designs or drawings, samples or other description to which the goods and/or services are to conform in methods of shipment and packaging or place of delivery.

- b) If any such change causes an increase or decrease in the cost of or time required for the performance of any part of the work under this order, a proportionate adjustment will be made in the price or delivery schedule or both and the purchase order modified in writing accordingly.
- c) Any claim by the Seller for an adjustment to the price must be made in writing within five (5) days of receipt of purchase order. If the Buyer accepts such adjustment, it will issue an amendment purchase order which will reflect the adjusted price.
- d) Nothing in this clause excuses the Seller from proceeding without delay to perform the purchase order as changed.

8. PRICE AND PAYMENT

- a) Prices are, unless otherwise specified, fixed (as per the amount specified in the purchase order) and not subject to variation except as permitted under the purchase order.
- b) Subject to the purchase order, prices in a purchase order include all Government taxes and charges.
- c) The Seller must submit a valid tax invoice specifying:
 - i) the purchase order number;
 - ii) for parts or goods used in the supply of goods and/or services, a detailed description of the part or good which specifies the number of units, and the price per unit;
 - iii) for services charged on a time basis, a detailed description of the services supplied which details the hours and the rate per hour, supported by records of time spent by personnel on the services;
 - iv) the date of the supply of the goods and/or services; and
 - v) other relevant details required by the Buyer.
- d) Subject to any contrary term of the purchase order, payment will be made for undisputed amounts on the last day of the month following the month in which the Seller's invoice is received.
- e) If the Seller's invoice is not received within fourteen (14) days of receipt of the goods and/or services, the Buyer may, in its full discretion and at any time, pay the Seller the price in the purchase order. The Seller must then, within (5) days of payment, provide the Buyer with a valid tax invoice. The Seller will have no subsequent right to claim for a variation to the price.
- f) The Buyer may set off any amount that may become payable by it to the Seller against any amount that is or may become payable by the Seller to the Buyer.

9. TAXES AND DUTIES

- a) The Seller assumes liability under all laws that impose taxes or duties on the manufacture or sale of the goods or any component part thereof, and to pay any and all such taxes or duties except those that the Buyer specifically agrees or is by law required to pay.
- b) Any taxes to be paid by the Buyer will be separately stated on the invoice.
- c) Prices will not include any taxes for which the Buyer has furnished a valid exemption certificate.
- d) Notwithstanding the above, all prices are GST exclusive unless otherwise specified. All invoices issued by the Seller must be GST compliant tax invoices.

10. PASSING OF RISK AND TITLE

- a) The risk in the goods and/or services remains with the Seller until completion of delivery and acceptance by the Buyer.
- b) Except if title has passed to the Buyer or the Buyer's customers under other provisions of this purchase order, title to the goods will pass to the Buyer upon completion of unloading of the goods at the delivery point.

11. INTELLECTUAL PROPERTY

- a) To the extent that any Seller background intellectual property rights are vested in or used in the goods and/or performance of services, or vested in any goods, materials or data provided by or on behalf of the Seller, the Seller grants to the Buyer a world-

wide, irrevocable, perpetual, assignable, non-exclusive, royalty free licence for the Buyer to use, reproduce and modify all such intellectual property rights for any purpose in connection with this purchase order, the goods and/or services or the Buyer's business.

- b) To the extent that any intellectual property rights are created or contributed to by the Seller or any person by or on behalf of the Seller in the delivery of goods, materials or data and/or performance of services, ownership of those intellectual property rights (excluding background intellectual property rights) vests in the Buyer. The Seller must notify the Buyer of the creation or contribution of such intellectual property rights and do all things necessary to ensure the Buyer owns the intellectual property rights.
- c) The Seller indemnifies the Buyer, its successors, assignee, agents, customers and users, of the goods and/or services against loss damage or liability (including costs and expenses) which may be incurred on account of a claim, judgment or demand involving infringement or alleged infringement of any intellectual property rights (including, but not limited to patents, copyright, trade secrets or trademarks) in the manufacture, use or disposition of any goods and/or services supplied.

12. EXCUSABLE DELAY

- a) Neither party will be liable for damages for delay in delivery arising out of causes beyond its reasonable control and without its fault or negligence (including but not limited to acts of God, fires, floods, epidemics, quarantine restrictions, and unusually severe weather).
- b) This clause will not apply to any industrial action by the Seller's employees or contractors, design errors, manufacturing errors or equipment failure in any circumstances.
- c) The Seller will notify the Buyer in writing within 10 days after the beginning of any such cause in reliance of clause 12(a).
- d) The Buyer may terminate the purchase order at no charge if the delay under this clause continues for more than 45 days.

13. CONFIDENTIAL INFORMATION AND PRIVACY

- a) Any information including drawings, data design, inventions and other technical or commercially sensitive information supplied by the Buyer remain the Buyer's property and will be held in confidence by the Seller and its officers, employees, contractors and agents.
- b) Such information will not be reproduced, used or disclosed to others by the Seller without the Buyer's prior written consent and will be returned to the Buyer upon completion by the Seller of its obligations under this purchase order or upon demand.
- c) Any information which the Seller may disclose to the Buyer relevant to the use or maintenance of the goods and/or services may be used by the Buyer for those purposes.
- d) The Seller must comply, and must ensure that its directors, officers, employees, agents, consultants, contractors or representatives comply, with all applicable privacy laws.

14. ANTI-BRIBERY AND ANTI-CORRUPTION LAWS

The Seller represents and warrants that it will not, either directly or indirectly, promise, offer, give or receive anything of value, bribe or an improper advantage (whether financial or otherwise) to any individual employee, agent or representative of the Buyer or the Buyer's related entities (which includes but is not limited to Sime Darby) as an inducement, incentive, reward, gift or bonus to be selected and/or for any other purpose connected with the business transaction or the purchase order contrary to applicable anti-corruption law.

15. BUYERS APPROVALS AND REVIEWS

The review or approval by the Buyer of any work or of any designs, drawings, specifications or other documents prepared for the purpose of the purchase order will not:

- a) relieve the Seller of any of its obligations under the purchase order;

- b) excuse or constitute a waiver of any defects or nonconformities in any goods and/or services furnished under the purchase order; or
- c) change, modify or otherwise affect any of the provisions of the purchase order, including but not limited to the prices and delivery schedules.

16. ASSIGNMENT

- a) The Seller will not without the prior written consent of the Buyer (which may be withheld in Buyer's absolute discretion) assign or sub-contract the purchase order or any part of it, or the supply of goods and/or services which are not manufactured or provided by the Seller.
- b) Where the Seller does sub-contract any work, all acts of sub-contracts are deemed to be acts of the Seller.

17. TERMINATION

- a) The Buyer may terminate this order if the Seller:
 - i) fails to comply with any of the provisions of these terms and conditions;
 - ii) is insolvent; or
 - iii) if the Seller becomes the subject of administration, liquidation, a proceeding for relief of debtors or makes an assignment for the benefit of creditors.
- b) Without affecting its right to terminate this order under clause 18 (a), the Buyer may for its convenience terminate this order in whole or from time to time in part provided that the Seller is paid reasonable compensation (calculated on the same basis as purchase order pricing) for work started but not completed. The Seller will provide auditable details of its proposal for such compensation within 7 days of receiving a notice under this clause, and at any other time at the request of the Buyer.
- c) The Buyer may withdraw a notice within 14 days of receiving the Seller's compensation proposal. If the parties do not agree on compensation, and the notice is not withdrawn, either party may refer the matter to the disputes process.

18. INDEMNITY, LIABILITY AND INSURANCE

- a) The Seller indemnifies the Buyer against any costs, losses, damages, liability or expense in connection with any claims by or on behalf of any person/s:
 - i) arising out of negligence or other fault or breach of any responsibility owed to the Buyer or any person by the Seller (including the Seller's employees, agents and subcontractors) in the performance of or noncompliance with this purchase order; and
 - ii) pursuant to any statutory or other legal requirement relating in any way to the goods and/or services.
- b) To the extent permitted by law, the Buyer's liability to the Seller in relation to this purchase order and whether in contract, tort (including negligence), statute or otherwise shall be limited to the price for any goods or services accepted by the Buyer under this purchase order and in no circumstances will the Buyer be liable to the Seller for any indirect or consequential damage, cost or loss, however caused.
- c) The Seller will effect and maintain at its own expense all necessary insurance cover, including but not limited to public liability insurance, insurance against loss, damage or destruction of the goods until delivery of the goods and/or services to the Buyer (including whilst in transit), insurance for the Seller's plant, equipment and vehicles, and any other insurance cover that the Seller requests.

19. RIGHTS, REMEDIES AND WAIVERS

- a) The rights and remedies provided to the Buyer under this purchase order are cumulative and in addition to any other rights and remedies provided by law or equity.
- b) A waiver of a breach of any provision does not constitute a waiver of any other breach.

- c) The laws of New Zealand will apply to this purchase order, and the Seller submits to the non-exclusive jurisdiction of the courts of New Zealand.
- d) A provision of, or the application of a provision of, this purchase order which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of:
 - i) that provision in any other jurisdiction; or
 - ii) the remaining provisions in that or any other jurisdiction.
- e) Where a clause in this purchase order is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this purchase order.

20. DISPUTES

- a) In the event of a dispute, either party may deliver a written notice to the other party which:
 - i) states that it is a notice of dispute under this clause and identifies the dispute;
 - ii) states the alleged relevant facts that are relied on; and
 - iii) states the terms on which it is alleged the dispute should be resolved.
- iv) If, within 14 days of delivery of a notice of dispute, the dispute has not been wholly resolved:
- v) either party may give the other party not less than 7 days and not more than 14 days written notice of the time (which must be within normal business hours) and place (which must be at or reasonably proximate to the place of the business of the Buyer or at a place reasonably convenient to both parties) for a without prejudice meeting; and
- vi) representatives of the parties who have authority to resolve the dispute must meet and use their best endeavours to resolve the dispute.
- b) Communications between the parties during a dispute meeting, whether oral or in writing, will not be admissible as evidence in any legal process unless in writing and signed by both parties.
- c) Despite the existence of a dispute, the Seller must continue to perform its obligations under the purchase order.
- d) Neither party may commence proceedings in court in relation to a dispute unless:
 - i) a notice of dispute has been delivered in relation to that dispute and the party commencing proceedings has complied with its obligations under this clause;
 - ii) or the only relief sought is urgent injunctive or urgent declaratory relief.

21. NOTICES

A notice or other communication required or permitted to be given by a party to another will be in writing and:

- a) hand delivered; or
- b) sent by post, postage prepaid, to that party's address set out in the order or subsequently notified to each party from time to time; or
- c) sent by email or facsimile addressed to the responsible manager of the party for whom those contact details have been given.

The Seller consents to receiving electronic messages (including commercial electronic messages and promotional electronic messages) from the Buyer from time to time.

22. VARIATION OF PURCHASE ORDER TERMS AND CONDITIONS

The Buyer may, in its absolute discretion, vary these Purchase Order Terms and Conditions at any time by notice to the Seller by any of the following methods:

- a) by written notice;
- b) by email notice;
- c) by uploading the varied Purchase Order Terms and Conditions onto the public website of the Buyer.

CONTRACTOR / VENDOR

YOUR LETTER OF DECLARATION

1. I DECLARE THAT:

- a. The Vendor and its directors, officers and employees are in compliance with all applicable laws, statutes, regulations and codes relating to anti-bribery, corruption and anti-slavery matters, including but not limited to the Crimes Act 1961, the Secret Commissions Act 1910 and the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (the Relevant Laws);
- b. Neither the Vendor nor any of its directors, officers or employees who may be involved in the Business Transaction(s) has been convicted of any offence involving bribery or corruption or fraud or slavery; nor, to the best of the Vendor's knowledge, is any such person the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Laws; and
- c. The Vendor did not, either directly or indirectly, promise, offer or give any bribe or an improper advantage (whether financial or otherwise) to any individual in Terra Cat or the Sime Darby Group (hereinafter Sime Darby) or any other individual, representing Terra Cat or Sime Darby as an inducement, incentive, reward, gift or bonus for being selected for the Business Transaction(s).

2. I UNDERTAKE THAT:

- a. The Vendor will not, either directly or indirectly, promise, offer or give any bribe or an improper advantage (whether financial or otherwise) to any individual in Terra Cat or Sime Darby or any other individual representing Terra Cat or Sime Darby, as an inducement, incentive, reward, gift or bonus to be selected and/or for any other purpose connected to the Business Transaction(s) ;
- b. The Vendor will not, either directly or indirectly, promise, offer or give any bribe or an improper advantage (whether financial or otherwise) to any government official or private individual so as to obtain or retain a business advantage on behalf of Terra Cat or Sime Darby during the carrying out of the Business Transaction(s);
- c. The Vendor will not exploit a worker, permit human trafficking, slavery-like behaviour, servitude, forced labour, child labour, debt bondage or deceptive recruiting for labour or services (or similar) contrary to the Relevant laws and will notify Terra Cat and Sime Darby of any breach or conduct that may give rise to any breach of the Relevant laws;
- d. The Vendor will comply with the relevant provisions of Sime Darby's Code of Business Conduct (COBC) which is made available online at www.simedarby.com;
- e. If contraventions or investigations of the type described in section 1(b) or 1(c) above have occurred, the Vendor will forthwith supply full details of them to Terra Cat and Sime Darby and provide all reasonable assistance and access to documents/personnel as required by Terra Cat and Sime Darby to comply with its obligations under the Relevant Laws.

3. I AGREE THAT:

- a. In the event that the Vendor, its directors, officers or employees' breaches any of the above sections, the following actions may be taken by Terra Cat and Sime Darby:
- b. Immediate revocation of the contract award for the Business Transaction(s) without any liability whatsoever on the part of Terra Cat or Sime Darby to the Vendor and/or its directors, officers or employees; and
- c. Immediate termination of the contract for the Business Transaction(s) without any liability whatsoever on the part of Terra Cat or Sime Darby to the Vendor and/or its directors, officers or employees, without prejudice to any other rights or remedies Terra Cat or Sime Darby may have or any other disciplinary action which Terra Cat or Sime Darby may take as it deems appropriate; Should any individual attempt to solicit any bribe or advantage (whether financial or otherwise) from the Vendor or any other individual connected to the Vendor either as an inducement or incentive to be selected or as a reward, gift or bonus for being selected in the Business Transaction(s), or where the Vendor has reasonable grounds to suspect any breach or potential breach of the obligations in this letter or the COBC, the Vendor will report such act immediately in accordance with the whistleblowing section in the COBC.

CONTRACTOR / VENDOR YOUR DECLARATION

.....
ENTITY NAME: (COMPANY)

.....
TRADING NAME (IF DIFFERENT FROM ENTITY NAME):

.....
NZBN:

.....
REGISTERED BUSINESS ADDRESS:

.....
POST CODE:

.....
WEBSITE:



SUPPLIER OF GOODS



SUPPLIER OF SERVICE



SUPPLIER OF GOODS AND SERVICE

.....
LINE OF BUSINESS:

I CONFIRM THAT;

I am authorised to represent and act on behalf of the company above.

I have read, understood and agree for our organisation to follow the Terra Industrial New Zealand Limited Contractor and Vendor Code of Conduct which includes; our Values, Our Standard, Our Terms and Conditions of Purchase and your Letter of Declaration.

I agree, our organisation will abide by the Terra Industrial New Zealand Limited Policies, Standards, Procedures, Guidelines and Rules.

I agree to provide any and all company and commercial information to support this Code of Conduct.

.....
NAME OF AUTHORISED COMPANY REPRESENTATIVE:

.....
DESIGNATION:

.....
SIGNATURE:

.....
DATE:

CONTRACTOR / VENDOR

APPENDIX A

SCHEDULE OF INSURANCE MINIMUM INSURANCE COVER

CERTIFICATIONS If the application is successful, the following documentation must be provided.	Mandatory for all Vendors	<ul style="list-style-type: none"> Public Liability Insurance – minimum \$5,000,000 and unlimited as to the number of claims which can be made
	Supply of Goods	<ul style="list-style-type: none"> Product Liability Insurance – not less than \$5,000,000
	Supply of Services	<ul style="list-style-type: none"> On a case-by-case basis, Professional Indemnity Insurance can be requested – not less than \$2,000,000
	Supply of Goods and Services	<ul style="list-style-type: none"> Product Liability Insurance – not less than \$5,000,000 On a case-by-case basis, Professional Indemnity Insurance can be requested – not less than \$2,000,000
	Utilisation of vehicles in the provision of goods/services	<ul style="list-style-type: none"> Comprehensive Motor Vehicle Insurance – policy limit of not less than \$1,000,000
	Terra Cat goods transported by a contractor	<ul style="list-style-type: none"> On a case-by-case basis, Insurance against loss, damage or destruction of the goods until delivery on site (including whilst in transit) effected for the replacement cost of the goods can be requested.
	Requests for alternative limits	<ul style="list-style-type: none"> Appropriate insurance limits for each vendor will be considered on a case-by-case basis, having regard to the nature of the goods or services being procured, the risk associated with contract performance and the value of the contract. Where the goods or services is significant and/or bespoke, higher insurance limits will be sought as part of than procurement contract.

TERRA INDUSTRIAL NEW ZEALAND LIMITED **CONTRACTOR AND VENDOR CODE OF CONDUCT**



Terra Industrial New Zealand Limited

PO Box 16-168
16 Branston Street, Hornby,
Christchurch 8441, New Zealand

T **03 983 2333** | www.terracat.co.nz



POWER ON THE GROUND

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