

1. DEFINITIONS

'Agreement' means the agreement to purchase and supply goods and / or services made between the Supplier and Meridian Energy on these terms and conditions pursuant to this purchase order.

'Supplier' means the person or organisation who is supplying the goods or services to Meridian Energy.

'Meridian Energy' means Meridian Energy Limited and its subsidiary businesses.

2. GENERAL

These terms and conditions apply to all orders to purchase goods or services made by Meridian Energy, unless Meridian Energy agrees otherwise in writing or there is a relevant contract in place between the Supplier and Meridian Energy in which case the terms of that contract will apply. The Supplier, by supplying the goods or services, is deemed to have accepted these terms and conditions, which may not be varied without the written consent of Meridian Energy (such consent not to be unreasonably withheld). These terms and conditions shall take precedence over any of the Supplier's terms and conditions, unless the parties agree otherwise in writing.

The relationship between the parties under this Agreement is that of principal and independent contractor and nothing in this Agreement is to be construed as creating a relationship of any other kind.

3. WARRANTIES

Notwithstanding anything to the contrary in any standard terms and conditions of the Supplier, the Supplier warrants that the goods or services supplied:

- are of a good quality, having regard to good industry practices for the industry in which the Supplier operates;
- comply with any description, sample or representation that has been provided to Meridian Energy;
- comply with any specification that has been provided to the Supplier by Meridian Energy;
- are fit for their normal purpose or any other particular purpose Meridian Energy has made known to the Supplier;
- are not hazardous and do not contain hazardous items or materials (including asbestos) unless this has been notified to and agreed with Meridian Energy;
- will be supplied within any time period agreed by the parties, or in the event no such period is agreed then within a reasonable time of the order being placed; and
- will comply with all applicable statutes, regulations, New Zealand and international standards, Meridian Energy's Supplier Code of Conduct available on its website and – any other policies of Meridian Energy notified to the Supplier.

In providing goods and services, the Supplier warrants that it will exercise the degree of skill, care and diligence of a competent and qualified professional.

The Supplier also warrants that it shall:

- comply in full with the law, with Meridian Energy's Supplier Code of Conduct, and with any Meridian Energy policies notified to the Supplier (including requirements relating to site inductions and site access and attendance) when supplying any goods or services;
- comply with the reasonable directions of Meridian Energy when supplying any goods or services;
- keep any confidential information supplied by Meridian Energy confidential, shall use such information only for the purpose it is provided, and shall return such information to Meridian Energy at Meridian Energy's request; and
- warrant that any intellectual property generated by the Supplier in providing services to Meridian Energy shall be the property of Meridian Energy.

4. PAYMENT TERMS

The payment terms for the goods or services to be supplied by the Supplier are to be agreed by the Supplier and Meridian Energy prior to the supply. In the event that payment terms are not agreed to prior to the supply, then the parties agree that payment is to be made by Meridian Energy to the Supplier by the twentieth (20th) day of the month following receipt by Meridian Energy of an appropriate invoice for the goods or services from the Supplier (such invoice complying in all respects with the requirements of the Goods and Services Tax Act 1985, where appropriate). Meridian Energy shall not be required to pay any part of an invoice that is genuinely and reasonably disputed, until such dispute is resolved.

5. OWNERSHIP OF GOODS

Unless specifically agreed in writing by the parties, ownership in any goods supplied to Meridian Energy passes to Meridian Energy when delivery of goods takes place at Meridian Energy's premises or such other premises as nominated by Meridian Energy to the Supplier, with risk in the goods also passing to Meridian Energy at that time.

6. CANCELLATION

In the event that the goods or services provided by the Supplier fail to comply with any of the warranties above, then Meridian Energy may at its option and without limiting any of its other rights against the Supplier, either:

1. cancel this Agreement; or
2. return the goods to the Supplier, in which case the Supplier shall refund the purchase price of the goods or services and all reasonable costs of Meridian Energy incurred by the cancellation (including, in the case of return of goods, any costs of returning the goods).