

Notification of changes to the Warehouse Limited General Terms Of Trade

Please note that the following changes have been made to The Warehouse Limited (TWL) General Terms Of Trade (last dated 01 November 2013). These changes are effective 01 August 2016.

This notification is in accordance with section 1.5 of the General Terms Of Trade and reflect the changes in our business since the previous notification dated 01 November 2013.

| Changes | Previous Wording in General Terms Of Trade 01 November 2013 |
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| <p>1. Changes : Important Information</p> <p>1.6 This version of the Terms is dated 01 August 2016 and will take effect and replace our previous terms of trade from 01 November 2013. The changes from our previous terms of trade are summarised in a document called “Notification of Changes to The Warehouse Limited General Terms of Trade”, which is available on our Website.</p> <p>1.8 Any variations to these Terms must be agreed by us in writing.</p> | <p>1.6 This version of the Terms is dated 1 November 2013 and will take effect and replace our previous terms of trade from 1 March 2013. The changes from our previous terms of trade are summarised in a document called "Notification of Changes to The Warehouse Limited General Terms of Trade", which is available on our Website</p> <p>1.8 Any variations to these Terms must be agreed by us in writing, and must be set out in the Specific Terms.</p> |
| <p>2. Added : Definition</p> <p>“ATST” At Sight Payment Terms used for FOB supplies;</p> <p>“Confidential Information” means all information disclosed (whether verbally, in writing or by any other means, including without limitation obtained as a result of being allowed access to any premises where the Disclosing Party may carry on business) by the Disclosing Party to the Receiving Party;</p> <p>“Disclosing Party”; means either you or us as appropriate where it discloses Confidential Information to the other party;</p> <p>“EDI” means Electronic Data Interchange; the transfer of structured data, by agreed message standards, from one computer to another without human intervention;</p> <p>“Electronic Trading Guide” means TWL’s electronic trading guide published on the website;</p> <p>“FOB” means Free on Board, as that term is defined in Incoterms 2010;</p> <p>“Local Supplier” means any supplier who provides TWL with Products from a New Zealand address;</p> <p>“Overseas Supplier” means any supplier who provides TWL with Products from an address outside of New Zealand</p> <p>"Purchase Order" means a purchase order from TWL in the form described in clause 8;</p> <p>“Quality Standards” means TWL’s quality standards published on the Website</p> <p>“Receiving Party” means either party as appropriate where it receives Confidential Information from the other party</p> | <p>Not included</p> <p>Not Included</p> <p>Not Included</p> <p>“EDI” means Electronic Data Interchange</p> <p>Not Included</p> <p>Not Included</p> <p>Not Included</p> <p>Not Included</p> <p>Not Included</p> <p>“Purchase Order" means a purchase order from TWL in the form described in clause 5;</p> <p>Not Included</p> <p>Not Included</p> |

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| <p>“Supplier Workplace Standards” means TWL’s workplace standards published on the Website: www.thewarehouse.co.nz/is-bin/intershop.static/WFS/TWL-Site/TWL-B2C/en_NZ/content/Suppliers/twl-supplier-workplace-standards2013.pdf</p> <p>“TWG” means The Warehouse Group which includes TWL; Warehouse Stationery Limited; Noel Leeming Group; Torpedo 7 Limited, Torpedo 7 Fitness Limited, Torpedo 7 Supplements Limited and any other TWL subsidiary advised in writing by TWL;</p> <p>“Working Day” means a day of the week other than: Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign’s Birthday, Labour Day, Waitangi Day and Auckland Anniversary Day; and any day in the period commencing with the 25th day of December in any year and ending with the 2nd (but could be as late as the 4th) day of January in the following year.</p> | <p>“Supplier Workplace Standards” means TWL’s Workplace Standards published on the Website;</p> <p>“TWG” means The Warehouse Group which includes both TWL and Warehouse Stationery Limited and any other TWL subsidiary advised in writing by TWL.</p> <p>“Working day” means a day of the week other than: Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign’s Birthday, Labour Day, and Waitangi Day; and any day in the period commencing with the 25th day of December in any year and ending with the 2nd day of January in the following year.</p> |
| <p><u>3. Changes : Supply Obligations</u></p> <p>3.2 Any TWG company may purchase Products from you directly in accordance with these Terms, and TWL may purchase Products from you on behalf of any TWG company. Your obligations under these Terms are for the benefit of TWL and any TWG company purchasing Products from you (whether directly or through TWL), and are intended to be enforceable by both TWL and any such TWG company.</p> <p>3.6 You agree to comply with all statutes that apply to the manufacture or supply of Products under these Terms including, but not limited to, all requirements of the Fair Trading Act 1986, the Health and Safety at Work Act 2015, the CGA, labour and employment laws (or any equivalent laws in the country within which you are domiciled or your Products are manufactured or sourced).</p> | <p>3.2 TWL may purchase Products from you on behalf of other companies in the TWG group of companies and references to TWL in these Terms will be deemed a reference to the relevant TWG Company where applicable.</p> <p>3.6 You agree to comply with all statutes that apply to the manufacture or supply of Products under these Terms including, but not limited to, all requirements of the Fair Trading Act 1986, the Health and Safety in Employment Act 1992, the CGA, labour and employment laws (or any equivalent laws in the country within which you are domiciled or your Products are manufactured or sourced).</p> |
| <p><u>4. Added : EDI</u></p> <p>4.1 All Local Suppliers must use best endeavours to be EDI compliant.</p> <p>4.2 It is a pre-requisite that all new suppliers are EDI compatible, with either of the two options listed below in 4.3, in advance of any Purchase Orders being generated.</p> <p>4.3 EDI includes electronic data exchanged between TWL and you via approved EDI channels or via the TWG Supplier Electronic Portal. TWL offers suppliers two Electronic Trading Options.</p> <p>(i) Full EDI</p> <p>(ii) EDI via TWL Electronic Trading Portal – a secure website that offers smaller suppliers and those with relatively non-complex orders the ability to conduct ordering and invoicing electronically without having to undertake a full EDI integration</p> | <p>Not Included</p> <p>Not Included</p> <p>Not Included</p> |

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| <p>4.4 In order to trade electronically with TWL, you will need to be able to receive and send the following documents electronically via an approved EDI format or via the TWL Web Portal:</p> <ul style="list-style-type: none"> (i) Receive: Purchase Order (ii) Send: Advance Ship Notice (ASN) (iii) Send: Invoice <p>4.5 Invoices that are not received via an approved EDI channel may incur a 2.5% handling fee (% being applied to invoice value)</p> | <p>Not Included</p> <p>Not Included</p> |
| <p>5. Changes : Supplier Prequalification and Factory Registration</p> <p>5.1 <i>Pre-Qualification</i></p> <p>Where you are a Private Label Supplier, or your brand is sold exclusively within TWL then you must</p> <ul style="list-style-type: none"> (a) register your existing or new source factories, intended for TWL production, with TWL, and, (b) provide TWL with evidence that the factory meets or exceeds TWL's Quality Standards and Supplier Workplace Standards, or (c) you must arrange for those factories to undergo a prequalification inspection, <u>prior</u> to you supplying any Product to TWL. <p>The approval for you to supply products from any nominated – and subsequently registered – factory is entirely at the sole discretion of TWL at all times. No “ownership” or “exclusive rights” are implied in registration. Factory registration is intended to ensure the transparency and integrity of all our sources.</p> <p>Guidance on supplier prequalification is available at www.thewarehouse.co.nz/red/content/suppliers/twl-ethical-sourcing</p> <p>5.2 TWL may inspect any factory from which you source Products for TWL at any time in order to assess each factory's compliance with TWL's Supplier Workplace Standards and/or Quality Standards (“Assessment”). An auditor employed by TWL or a suitably qualified third party contracted by TWL will undertake the Assessment.</p> <p>5.4 We will treat all information supplied by you under this clause 5 as strictly confidential in accordance with clause 24.1.</p> | <p>Clause 4</p> <p>4.1 Where you are a Private Label Supplier, or your brand is sole exclusively within TWG then you must provide TWL with evidence that any factory in a developing country from which you source such Products comply with The Warehouse's Quality and Workplace Standards policies or you must arrange for those factories to undergo a prequalification inspection, <u>prior</u> to you supplying any Product to TWL. Guidance on supplier prequalification is available at www.thewarehouse.co.nz/red/content/suppliers/twl-ethical-sourcing</p> <p>4.2 Deleted</p> <p>4.3 TWL may inspect your factories (or any factories from which you source Products) at any time in order to assess each factory's compliance with TWL's Supplier Workplace and or Quality Standards (“Assessment”). An auditor employed by TWL or a suitably qualified third party contracted by TWL will undertake the Assessment.</p> <p>4.5 We will treat all information supplied by you under this clause 4 as strictly confidential in accordance with clause 19.1.</p> |

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| <p><u>5.5 No unauthorised subcontracting:</u> Where you have met the requirements of clause 5.1 and have successfully qualified and registered a factory for supply to TWL, all production associated with a Purchase Order placed by TWL with you and the registered factory must occur in that factory unless expressly authorised beforehand in writing by TWL. In the event that TWL becomes aware of any breach to this clause 5.5, TWL reserves the right (without prejudice to any other remedies it may have) to:</p> <p>(a) cancel any Purchase Orders, at its sole discretion, free of any liability whatsoever, to you; and</p> <p>(b) return, at your expense, any Products already delivered by you and received by TWL, in which case you will refund TWL any amounts paid by TWL to you for those Products.</p> | Not Included |
| <p><u>6. Added : Supplier Certification – Wood Based Products</u></p> <p>6.1 TWG commits to improving the sustainability of the wood-based products we sell (which includes paper products).</p> <p>6.2 You are required to disclose if any of your Products are a wood-based product.</p> <p>6.3 TWL reserves the right to undertake random audits on Products identified as not being a wood-based Product. If any Products are found to be wood-based, then immediate corrective action must be taken at your cost.</p> <p>6.4 All suppliers to the wood-based product categories listed below (excludes product packaging and outer cartons) will be required to provide evidence of compliance with the following sustainability certification standards by no later than April 2017:</p> <ul style="list-style-type: none"> (i) Non-MDF Products sourced from Australia: Australian Forestry Standard, AS 4707:2006 or :2014, or Programme for the Endorsement of Forest (PEFC) certification PEFC ST 2002:2013 (ii) Non-MDF Products sourced from Korea, Japan, New Zealand, Western Europe (excluding Finland and Poland): PEFC ST 2002:2013 (iii) Non-MDF Products sourced from all other countries: Forestry Stewardship Council (FSC) FSC-STD-40-003 or 004. (iv) MDF Products sourced from any country: EU Timber Regulation (EUTR) - Regulation (EU) No 995/2010 of the European Parliament <p>Note FSC-STD-40-003 or 004 is the highest standard and is acceptable in all countries.</p> <p><u>Categories include (but are not limited to):-</u></p> <ul style="list-style-type: none"> (i) All paper and card, including (but not limited to): photocopy paper, exercise books, envelopes, craft paper and card, filing, cardboard, packing and postal boxes, wrapping paper and gift cards, photo albums (ii) Tissue and tissue paper products | Not Included |

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| <ul style="list-style-type: none"> (iii) Pencils & other wood writing/art instruments and materials, including (but not limited to): paint brushes, easels, canvases (iv) Outdoor furniture (v) Indoor furniture, including (but not limited to): wood laminate products (vi) Other products with wooden parts or handles, including (but not limited to): photo frames, cork boards, sporting equipment | Not Included |
| <p><u>7. Added: Palm Oil Sourcing Policy</u></p> <p>7.1 TWG commits to improving the sustainability of the products that we sell containing palm oil by only sourcing products that contain sustainably sourced palm oil.</p> <p>7.2 You are required to disclose if your Product contains palm oil or its derivatives.</p> <p>7.3 TWL reserves the right to undertake random audits on Products identified as not containing palm oil or its derivatives. If any Products are found to contain palm oil or its derivatives then immediate corrective action must be taken at your cost.</p> <p>7.4 If you supply Products containing palm oil or its derivatives, you must provide Roundtable on Sustainable Palm Oil (“RSPO”), “Preserved Identify”, “Segregation” or “Mass Balance” certification as evidence of the palm oil being sustainably sourced. If certification is not available, then evidence of a public commitment to move to certification within three (3) years is required.</p> <p>Note: any disclosure can be made for the brand supplied or individual products supplied.</p> <p>7.5 TWL reserves the right to make exceptions to certifications or the public commitment required above.</p> <p>Any exceptions made will be at the sole discretion of TWL. All requests for exceptions must be assessed by the Community & Environment (C&E) team, who will provide a recommendation for a final decision by CEO - Group Sourcing Support and TWL Merchandise.</p> <p>7.6 As evidence of sustainable palm oil sourcing (or commitment to) you need to provide the following information:</p> <ul style="list-style-type: none"> (a) If RSPO-certified palm oil: <ul style="list-style-type: none"> (i) Supplier name and location (ii) Copy of current RSPO certification (iii) Description of the retail Product and barcode(s) <p>Or</p> (b) If public commitment to move to RSPO-certified palm oil: <ul style="list-style-type: none"> (i) Supplier name and location (ii) Copy or link to public commitment (iii) Description of the retail Product and barcode(s) | Not Included |

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| <p>8. Changes : Orders</p> <p>8.5 We are not bound by, and you should not accept from TWL or any TWG company, any unauthorised or verbal Purchase Order.</p> | <p>Clause 5</p> <p>8.5 We are not bound by, and you should not accept from TWL, any unauthorised or verbal Purchase Order.</p> |
| <p>9. Changes : Delivery</p> <p>9.3 (b) Local Suppliers: we will provide you with a booking time and date for delivery to the delivery point nominated in the Purchase Order. We will accept and expect to receive deliveries at the specified delivery points from Monday through Saturday in each week (with the exception of any public holidays in the region of the relevant distribution centre).</p> <p>9.4 Packaging & 9.5 Labelling : Have included links to web guidelines</p> <p>9.7 If you fail to meet the DIFIOTIS Standard, TWL may issue you with an RFC, and request you to provide a credit for any reasonable costs, charges, or fees which we incur or impose in accordance with clauses 9.8 to 9.16. TWL may deduct the amount of any such costs, charges or fees owing from the next due payment to you.</p> <p>9.9 If you deliver Products more than seven (7) days before the delivery window or delivery date specified in the Purchase Order (whichever is applicable), TWL may return the Products to you at your cost or hold the Products at our distribution centres for a fee (as we reasonably determine) until the start of the delivery window or delivery date.</p> <p>9.11 Any products delivered to TWL that exceed our Purchase Order quantity will be receipted at zero cost. TWL will give you five (5) Working Days to uplift the Products, after which time TWL may sell the Products or destroy the Products at your cost. While TWL will take all reasonable precautions TWL will not be liable for any damage or loss, howsoever caused, to any over delivered stock from the time it is received by TWL and for the duration that it remains in TWL's possession.</p> <p>9.12 TWL will only pay for the actual quantity of Products receipted by TWL. TWL will issue you a RFC where your invoice does not reflect any reduced quantity of Product actually received by TWL. TWL may elect to reject the entire Purchase Order should the reduced quantity of units not meet TWL's requirements.</p> <p>9.14 If for any reason any delivery is delayed for three (3) weeks or more, TWL may cancel the Purchase Order by written notice to you without any payment to you and TWL may require you to pay TWL compensation for costs directly incurred, including but not limited to fees or costs such as media costs which TWL incurs as a result of any late delivery or cancelled Purchase Order.</p> | <p>Clause 6</p> <p>6.3 (b) Local Suppliers: we will provide you with a booking time and date for delivery to the delivery point nominated in the Purchase Order. We will accept and expect to receive deliveries at the specified delivery points from Monday through Saturday in each week (with the exception of any public holidays).</p> <p>6.4 & 6.5 Links to web guidelines not included</p> <p>6.7 If you fail to meet the DIFIOTIS Standard, TWL will issue you with an RFC, and request you to provide a credit for any costs, charges, or fees which we incur or impose in accordance with clauses 6.8 to 6.16. TWL may deduct the amount of any such costs, charges or fees owing from the next due payment to you.</p> <p>6.5 If you deliver Products more than seven days before the delivery window or delivery date specified in the Purchase Order (whichever is applicable), TWL may return the Products to you at your cost or hold the Products at our distribution centres for a fee (as we reasonably determine) until the start of the delivery window or delivery date.</p> <p>6.11 Any products delivered to TWL that exceed our Purchase Order quantity will be receipted at zero cost. TWL will give you five Working Days to uplift the Products, after which time TWL may sell the Products or destroy the Products at your cost.</p> <p>6.12 TWL will only pay for the actual quantity of Products delivered. TWL will issue you a RFC where your invoice does not reflect any reduced quantity of Product actually delivered. TWL may elect to reject the entire Purchase Order should the reduced quantity of units not meet TWL's requirements.</p> <p>6.14 If for any reason any delivery is delayed for three weeks or more, TWL may cancel the Purchase Order by written notice to you without any payment to you and TWL may require you to pay TWL compensation for lost profits, fees, or costs, including but not limited to media costs TWL incurs as a result of any late delivery or cancelled order.</p> |

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| <p>9.16 If the Products are not delivered in time for the launch of the relevant mailer, TWL may cancel the Purchase Order by written notice and TWL's right to compensation set out in clause 9.14 will apply.</p> | <p>6.16 If the Products are not delivered in time for the launch of the relevant mailer, TWL may cancel the Purchase Order by written notice and the Late Delivery charges set out in clause 6.14 will apply.</p> |
| <p><u>10. Changes : Non-Compliant Products</u></p> <p>10.3 Rejected Orders If Products are non-compliant with the "In Specification" standard in clause 8.6, TWL may reject any order by:</p> <p>a. Local suppliers: cancelling the Purchase Order by written notice. TWL will give you five (5) Working Days to uplift the Product. TWL may dispose of any Product not picked up within this five (5) day period, at your cost.</p> <p>b. Overseas suppliers: written notice to you. TWL will give you the option of either having the Product destroyed at your cost, or shipped back to you via the TWL freight network at your cost. TWL will give you five (5) Working Days to respond to the cancellation notice, after which time TWL may destroy the Product at your cost without further notification to you.</p> | <p>Clause 7</p> <p>7.3 If Products are non-compliant with the "In Specification" standard in clause 6.6, TWL may reject any order by:</p> <p>a. Local suppliers: cancelling the Purchase Order by written notice. TWL will give you five Working Days to uplift the Product. TWL may dispose of any Product not picked up at your cost.</p> <p>b. Overseas suppliers: written notice to you. TWL will give you the option of either having the Product destroyed at your cost, or shipped back to you via the TWL freight network at your cost. TWL will give you five Working Days to respond to the cancellation notice, after which time TWL may destroy the Product at your cost.</p> |
| <p><u>11. Changes : Gifts and Gratuities</u></p> | <p>Clause 7.6</p> |
| <p><u>12. Changes : Title and Risk</u></p> | <p>Clause 8</p> |
| <p><u>13. Changes : Personal Property Securities Act 1999</u></p> | <p>Clause 9</p> |
| <p><u>14. Changes : Payment</u></p> <p>14.5 TWL will make payment by the following methods:</p> <p>(i) Overseas Suppliers: ATST by telegraphic transfer ("TT")</p> <p>ATST payments are made within 7-15 days from documents being received by TWL Shipping, and on condition that the vessel has departed. This affords TWL a reasonable opportunity to examine, scrutinise and process this documentation. During peak periods some delays in this timeline may be unavoidable.</p> <p>(ii) Local Suppliers: by direct credit ("DC") as specified in the Specific Terms. Where this is not specified, payment terms will be the default "63AR" terms as set out in clause 14.6(b).</p> | <p>Clause 10</p> <p>10.4 TWL will make payment by the following methods:</p> <p>a. Overseas Suppliers: by telegraphic transfer ("TT"); and</p> <p>b. Local Suppliers: by direct credit ("DC").</p> |

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| <p>14.6 Added : Settlement Discount</p> <p>Settlement discount will be applied to all payments as agreed in the Specific Terms Of Trade.</p> <p>TWL reserves the right to “cascade” a settlement discount from the original payment criteria (e.g.: 7 day terms paid within 8-14 days or 15-33 days will still incur a reduced % of a settlement discount; 14 day terms paid within 15-33 days will still incur a reduced % of a settlement discount).</p> <p>(a) 7 Day and 14 Day terms: All local TWL Accounts Payable payments are made once a week on a Monday. Where you have nominated and TWL have agreed to 7 or 14 day terms, the payment due date of such invoice(s) will be calculated as below</p> <ul style="list-style-type: none"> (i) From the date of receipt by TWL AP team of invoice (ii) Invoice is required to age 7 and/or 14 days (as noted in the Specific Terms) (iii) The invoice(s) will be paid in the next Monday payment run after the date determined in sub-paragraph (ii) above <p>(b) 33AR and 63AR terms: All local TWL Accounts Payable payments are made fortnightly on a Monday. Where you have nominated and TWL have agreed to 33AR or 63AR payment terms, the payment due date of such invoice(s) will be calculated as below</p> <ul style="list-style-type: none"> (i) 33 and/or 63 days (as selected in the Specific Terms) will be added to the invoice date; and (ii) The invoice(s) will be paid in the next fortnightly Monday payment run after the date determined in sub-paragraph (i) above. <p>(c) Default Payment: All local suppliers who have not nominated and agreed payment terms in a signed (by you and TWL) Specific Terms will be paid per the default “63AR” payment terms.</p> | <p>Not Included</p> |
| <p><u>15. Changes: Prices</u></p> <p>15.2 Price Changes Prices must be expressed in United States dollars (“USD”) and include packaging, insurance and freight costs to the nominated overseas port, and any taxes, duties, fees or other government levies and charges, including but not limited to cost of fumigation or treatment to meet NZ border control standards .</p> | <p>Clause 11</p> <p>11.2 Prices must be expressed in United States dollars (“USD”) and include packaging, insurance and freight costs to the nominated overseas port, and any taxes, duties, fees or other government levies and charges.</p> |

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| <p>16. Added: Rebates</p> <p>16.1 16.2 16.3 16.4 All rebate calculations will be in NZD unless agreed in writing in the Specific Terms, and will be based on the TWL receipted cost of goods for the specified time period.</p> <p>16.5 All rebate agreements are subject to audit review. All rebate and/or discount amounts due by you and not previously claimed remain claimable by TWL and payable by you notwithstanding the passing of time.</p> | <p>11.6 11.7 11.8 11.9 All rebate calculations will be in NZD unless agreed in writing in the Specific Terms.</p> <p>Not Included</p> |
| <p>17. Changes : Products</p> <p>17.1 You must ensure that all Products supplied to TWL are fit for purpose, safe, and sufficiently durable.</p> <p>17.2 You must ensure that all Products and their packaging comply with all regulations and standards applicable in New Zealand before sale to TWL.</p> <p>17.4 The specification must describe the Product and its packaging, all features necessary to comply with applicable regulations and standards, and fit for purpose criteria such as product safety, function, ease of use and durability.</p> <p>17.5 To ensure conformance with the Product specification required under clause 17.4, you must maintain adequate quality control processes. In addition, TWL may at its discretion carry out additional testing or inspections before, during, or after production of Products. Responsibility for the costs of any additional testing or inspections will be agreed with you prior to TWL placing any Purchase Order for Products.</p> <p>17.7 You must notify TWL immediately if you become aware that any Product does not comply with our policies and standards. We will discuss with you whether we can accept the Products 'as is' or with some modification; whether we will be cancelling the Purchase Order; or we will be returning the Products to you (at our discretion).</p> | <p>Clause 12</p> <p>12.1 You must ensure that all Products supplied to TWL are fit for use, safe, and sufficiently durable.</p> <p>12.2 You must ensure that the product and its packaging comply with all regulations and standards applicable in New Zealand before sale to The Warehouse.</p> <p>12.4 The specification shall describe the Product and its packaging, all features necessary to comply with applicable regulations and standards, and fit for use criteria such as product safety, function, ease of use and durability.</p> <p>12.5 To ensure conformance with the Product specification you must maintain adequate quality control processes. In addition TWL may at its discretion carry out additional testing or inspections before, during, or after production of Products. Responsibility for the costs of any additional testing or inspections shall be agreed with you prior to TWL placing any order for Product.</p> <p>12.7 You must notify TWL immediately if you become aware that any Product does not comply with our Policies. We will discuss with you whether we can accept the Products as is or with some modification; whether we will be cancelling the Purchase Order; or we will be returning the Products to you (at our discretion).</p> |
| <p>18. Changes : Product Returns and Recalls</p> <p>18.1 Unless otherwise notified to you, we will consolidate all customer returns from TWL stores through the CRC. We will send you an electronic claim for all faulty returns stating the consolidated value of Products and a breakdown of Products returned by store. Once the CRC has received a Returned Material Authorisation number from you, it will raise an RFC with you. At your option we will either return the Products to you at your cost or dispose of the Products at your cost</p> | <p>Clause 13</p> <p>13.1 Unless otherwise notified to you, we will consolidate all customer returns from TWL stores through the CRC. We will send you an electronic claim for all faulty returns stating the consolidated value of Products and a breakdown of Products returned store by store. Once the CRC has received a Returned Material Authorisation number from you, it will raise an RFC with you. We can then return the Products to you or dispose of the Products at your cost.</p> |

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| <p>18.4 You will be liable for all costs associated with any modification or withdrawal of Products required due to exceeding the agreed category threshold in the Specific Terms. All product costs will be based on TWL's NZ landed cost.</p> <p>18.7 e. Advertising, public notification and reasonable legal costs; and g. Removed</p> <p>18.8 TWL may invoice you for the price of the Product being recalled (if we have already paid the Product price) and all our costs, and deduct this invoiced amount from any amount payable to you. If these amounts exceed that amount that is payable to you, you must pay the full amount you owe to TWL within seven (7) days of receipt of a written request from TWL.</p> <p>18.9 The price of the product being recalled in clause 18.8 will be calculated based on TWL's NZ landed cost at the time the product is receipted into TWL's inventory system.</p> | <p>13.4 You will be liable for all costs associated with any modification or withdrawal of Products required due to exceeding the agreed category threshold</p> <p>13.7 e. Advertising and public notification costs g. any lost profits we may incur due to the Product recall</p> <p>13.8 TWL may invoice you for the price of the Product being recalled (if we have already paid the Product price) and all our costs from any amount payable to you, and if these amounts exceed that amount that is payable to you, you must pay the full amount you owe to TWL within seven days of receipt of a written request from TWL.</p> <p>Not Included</p> <p>13.9 Deleted: We may also invoice you for withdrawal and recall charges on the basis of the Withdrawal and Recall Charges located on the Website.</p> |
| <p><u>19. Changes : Intellectual Property</u></p> <p>19.2 You warrant that the Products supplied by you do not breach the Intellectual Property rights of any third parties. You agree that you will not knowingly breach the Intellectual Property rights of any third parties in meeting your obligations under these Terms.</p> <p>Intellectual Property Indemnity</p> <p>19.3 You will indemnify all members of the TWG group of companies (and any director officer or employee) (together, the "Indemnified Parties") and hold the Indemnified Parties harmless from and against any claim made against any Indemnified Party and any costs (including legal costs on a solicitor and own-client basis), expenses, judgments and damages incurred by any Indemnified Party arising out of or in connection with any claim that the possession, use or sale of the Products by an Indemnified Party breaches a third party's Intellectual Property rights. You agree to hold us harmless from and against all costs (including legal costs on a solicitor and own client basis), expenses, judgments and damages which we may incur by reason of any such claim of infringement of Intellectual Property rights.</p> | <p>Clause 14</p> <p>14.1 We have the exclusive right, title and interest in or to our Intellectual Property and you acknowledge that you do not have any rights in our Intellectual Property. You will not use our Intellectual Property without our prior written approval.</p> <p><i>Indemnity</i></p> <p>14.3 You will indemnify all members of the TWG group of companies (and any director officer or employee) (together, the "Indemnified Parties") and hold the Indemnified Parties harmless from and against any claim made against any Indemnified Party and any costs (including legal costs on a solicitor and own-client basis), expenses, judgments and damages incurred by any Indemnified Party arising out of or in connection with any claim that the possession, use or sale of the Products by an Indemnified Party breaches a third party's Intellectual Property rights. You agree to hold us harmless from and against all costs (including legal costs on a solicitor and own client basis), expenses, judgments and damages which we may incur by reason of any such claim of infringement of Intellectual Property rights.</p> |
| <p><u>20. Changes : Indemnity</u></p> | <p>Clause 15</p> |

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| <p><u>21. Changes : Insurance</u></p> <p>21.1 You must have product liability insurance for each Purchase Order we raise with you and for a period of ten (10) years following the date of the Purchase Order. Your insurance policy must:</p> <ul style="list-style-type: none"> a. have a minimum indemnity limit of NZD \$5 million (unless agreed in writing by TWL to a lower amount); and b. be with an insurer that has (as a minimum) either a Standard & Poors rating of A or a 'Best' rating of A+. <p>21.2 You must provide TWL on request a certificate of insurance confirming that the insurance cover referred to in clause 21.1 is current</p> | <p>Clause 16</p> <p>16.1 You must have product liability insurance for each Purchase Order we raise with you and for a period of ten years following the date of the Purchase Order. Your insurance policy must:</p> <ul style="list-style-type: none"> a. have a minimum indemnity limit of NZD \$5 million; and b. be with an insurer that has (as a minimum) either a Standard & Poors rating of A or a Best rating of A+. <p>16.2 You must provide TWL on request a certificate of insurance confirming that the insurance cover referred to in clause Error! Reference source not found. is current.</p> |
| <p><u>22. Termination</u></p> <p>22.1 We may at any time terminate the whole or any part of a Purchase Order with you, terminate any Order Commitment or otherwise discontinue purchasing any Product from you by written notice without providing any reasons and you agree you are not entitled to any damages or compensation and you will not make a claim against TWL or any member of the TWG group of companies for any damages or compensation arising from such termination.</p> <p>22.2 To the extent any of the Specific Terms permit you to use our Intellectual Property, on termination of the Specific Terms you must immediately stop using our Intellectual Property, and you will have no further entitlement to use our Intellectual Property.</p> <p>22.3 Your obligations under clauses 16,18, 19, 20, 21, 22, 23, and 24.1 survive any termination or expiry of these Terms, any Specific Terms, a Purchase Order or other arrangement between you and us.</p> | <p>Clause 17</p> <p>17.1 We may at any time terminate a whole or any part of a Purchase Order with you, terminate any Order Commitment or otherwise discontinue purchasing Product from you by written notice without providing any reasons and you agree you are not entitled to any damages or compensation and you will not make a claim against TWL or any member of the TWG group of companies for any damages or compensation arising from such termination.</p> <p>17.2 To the extent any Specific Terms permit you to use our Intellectual Property, on termination of the Specific Terms you must immediately stop using our Intellectual Property, and you will have no further entitlement to use our Intellectual Property.</p> <p>17.3 Your obligations under clauses 13, 14, 15, 16, 17, 18 and 19.1 survive any termination or expiry of these Terms, any Specific Terms, a Purchase Order or other arrangement between us.</p> |
| <p><u>23. Changes : Disputes</u></p> <p>23.1 Both parties agree we must, in good faith, attempt to settle amicably and by mutual agreement any dispute relating to these Terms within one (1) month of the receiving a notice from the other party of the dispute arising. If the dispute is not resolved, then we will both refer the dispute to the chief executive officer of each party or equivalent. If we are unable to resolve the dispute in this way within seven (7) days, the dispute may be referred by either party to mediation.</p> | <p>Clause 18</p> <p>14.1 Both parties agree we must, in good faith, attempt to settle amicably and by mutual agreement any dispute relating to these Terms within one month of the receiving a notice from the other party of the dispute arising. If the dispute is not resolved, then we will both refer the dispute to each of our chief executive officer or equivalent. If we are unable to resolve the dispute in this way within seven days, the dispute may be referred by either party to mediation.</p> |

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| <p>24. Changes : Miscellaneous</p> <p>24.1 The Receiving Party agrees to keep confidential all Confidential Information about the business affairs of the Disclosing Party and to take all appropriate steps which are necessary or desirable to ensure that such Confidential Information is not disclosed without the prior written consent of the Disclosing Party, except where the Confidential Information is already in the public domain, or where disclosure is required by law or the listing rules of any applicable recognised stock exchange.</p> <p>24.6 If clause 24.5 applies, each party must take all reasonable steps to perform its obligations under these Terms unless the parties agree that these Terms are at an end.</p> <p>24.9 Both parties agree that the provisions of the Sale of Goods (United Nations Convention) Act 1994 and the United Nations Convention on Contracts for the International Sale of Goods do not apply to these Terms, the supply of Products or the relationship between you and TWL.</p> | <p>Clause 19</p> <p>19.1 Both parties agree to keep confidential any information about the business affairs of the other party and to take all appropriate steps which are necessary or desirable to ensure that such confidential information is not disclosed without the prior written consent of the other party, except where information is already in the public domain, or where disclosure is required by law or the listing rules of any applicable recognised stock exchange.</p> <p>19.6 If clause 19.5 applies, each party must take all reasonable steps to perform its obligations under these Terms unless the parties agree that these Terms are at an end.</p> <p>19.9 Both parties agree that the provisions of the Sale of Goods (United Nations Convention) Act 1994 and the United Nations Convention on Contracts for the International Sale of Goods do not apply to these Terms, the supply of Products or the relationship between us.</p> |