



C3 Limited – Terms and Conditions

1. CONTRACT

1.1 The Contract shall be constituted by the Purchase Order attached to these Conditions, these Conditions and any other documents attached to or which form part of the Purchase Order. If the Contract is not rejected by the Supplier within 3 working days of when it receives the Contract, it shall be deemed to have been accepted by the Supplier (unless accepted earlier by the Supplier's written acceptance). These Conditions shall take precedence over any terms or conditions contained in any documentation provided by the Supplier or any other documentation which forms part of the Contract, except if the Purchase Order is issued pursuant to the terms of a contract entered between C3 Limited ("C3") and the Supplier the terms of that contract take precedence over this Purchase Order in the event of any inconsistency. For convenience, the Contract shall be described in these Conditions as "this Order".

1.2 C3: (a) enters into this Contract for and on behalf of all companies or other entities in which C3 has an equity interest (direct or indirect) of 20% or more ("Contracting Group"); and (b) warrants that it has been duly authorised by the Contracting Group to enter into this Contract on their behalf.

1.3 Notwithstanding clause 1.2(a) the Supplier agrees to look only to C3 for the due performance of this Contract and nothing contained in this Contract will entitle the Supplier to commence any proceedings against any member of the Contracting Group other than C3.

1.4 In accepting this Order (either by acknowledgment or deemed acceptance by non-rejection) the Supplier agrees to all its terms and conditions. This Order, when properly signed by C3 or a member of the Contracting Group, is the only document which will be recognised by C3 as the basis for the Supplier having the right to invoice C3 for the goods to be delivered ("the Goods") or services to be provided ("the Services") under this Order.

1.5 This Order supersedes all previous oral or written quotations, communications and negotiations not attached to or referred to in this Order (including any terms or conditions implied by the course of previous dealings between C3 and the Supplier), except to the extent that any such quotations, communications or negotiations may be included in this Order by virtue of the provisions of any relevant or applicable statute.

2. QUALITY OF GOODS

2.1 The Goods shall be free from defects, of merchantable quality and fit for their intended purpose.

3. INSPECTION AND REJECTION OF GOODS

3.1 C3 shall be entitled to inspect any of the Goods at any stage prior to or upon delivery.

3.2 C3 may (without prejudice to any of its other rights) reject any of the Goods which are defective or which otherwise do not comply with the requirements of this Order (including any Goods which are not delivered by the time specified in this Order). If requested by C3, any of the Goods rejected must (if delivered, be collected from C3 and) be rectified or replaced by the Supplier at its own cost.

3.3 C3 at its discretion may accept any of the Goods which it has rejected, at a price agreed between the Supplier and C3.

3.4 Any inspection by C3 shall not relieve the Supplier of any of its obligations under this Order. C3 shall not be liable for any of the Supplier's costs in connection with inspection of the Goods or any work related to the Goods.

3.5 Any amount paid for any of the Goods which are subsequently rejected shall be a debt due from the Supplier to C3 which is payable immediately.

4 QUALITY OF SERVICES

4.1 The Services must be supplied by the Supplier to C3: (a) diligently, faithfully and conscientiously; (b) with the same or higher level of care and skill as would reasonably be expected of a person qualified and experienced in the supply of the same or similar Services; and (c) in good faith, in the best interests of C3 and in a manner which is consistent with the maintenance of the business and goodwill of C3.

5 SAFETY OF GOODS

5.1 The Supplier must ensure the Goods supplied to C3 are: (a) safe and free from risk to health and safety and compliant with all relevant laws; and (b) clearly and durably labelled identifying the Goods and providing any information in relation to use, maintenance and storage.

5.2 The Supplier agrees to supply the Goods with all relevant information pertaining to the use, storage and maintenance of the Goods and any relevant technical information, including health and safety information.

5.3 If the Goods supplied are hazardous substances or materials, radiation substances or biological substances, the Supplier agrees to supply the Goods with clear and durable labelling and copies of all relevant technical information sheets including Material Safety Data Sheets (MSDS), radiation safety data sheets and information data sheets (respectively).

5.4 If the Goods supplied are electrical equipment the Supplier is responsible for the electrical safety of the new equipment and the Goods should be provided tagged as tested.

6. SAFETY OF SERVICES

6.1 The Supplier must ensure the Services are carried out at the relevant C3 site in compliance with relevant laws and in a manner which does not pose a risk to the health and safety of others.

6.2 The Supplier of Services warrants it is (and any persons engaged by the Supplier are) qualified to provide the Services to C3 and will provide evidence of such qualification if requested by C3.

6.3 The Supplier of Services agrees to abide by policies and procedures at the relevant C3 sites.

6.4 The Supplier of Services agrees to supply all relevant written safety documentation for the Services to be provided including safe working procedures, job safety analysis, work assessments and/or worker training, where applicable.

6.5 The Supplier of Services agrees that C3 has a right to direct the suspension of Services which are provided in an unsafe manner.

7. WARRANTIES

7.1 The Supplier warrants that it has good and complete title to the Goods and that the Goods are free from all liens and encumbrances (including but not limited to any security interests), do not infringe any patent, trademark, copyright or other intellectual property and comply with all applicable laws and regulations.

8. CONFIDENTIALITY

8.1 Data furnished to the Supplier by C3 for the purpose of this Order is confidential and shall not be disclosed to any third party without prior written consent by C3, unless otherwise required by law.

9. DELIVERY

9.1 The Supplier shall ensure that the Goods are delivered undamaged to the address nominated on the Purchase Order on the date for delivery advised by C3 (unless otherwise notified in writing by C3) and in accordance with any other instruction by C3 regarding transportation.

10. TITLE AND RISK

10.1 The Goods shall be at the sole risk of the Supplier until delivery at which time title to and risk in the Goods shall pass to C3 regardless of whether C3 has paid the Supplier for the Goods, except that title to and risk in Goods rejected by C3 shall remain with the Supplier. For the avoidance of doubt, C3 does not grant the Supplier any security interest in Goods or in relation to Services supplied or any proceeds.

11. INDEMNITY

11.1 The Supplier shall indemnify and keep indemnified C3 and all related bodies corporate, employees, agents and sub-contractors of C3 ("Associates") and hold them harmless from and against any loss or damage that C3 or its Associates may suffer, incur or sustain and all liability in respect of any action or claim or proceeding which may be taken, made or filed against C3 or any of its Associates by any person in connection with any breach of this Order or any wilful, deliberate or negligent act or omission of the Supplier or any of the Supplier's related bodies corporate, employees, agents or subcontractors related to this Order.

12. TAX INVOICES

12.1 The Supplier must provide C3 with a tax invoice for the Goods delivered or Services provided and accepted under this Order which must show the Order number, date and address nominated on the Order and fully itemise the Goods and Services delivered or provided, including any amounts of goods and services tax payable on those Goods or Services.

13. PRICES AND PAYMENT

13.1 Price adjustments for any variations notified by C3 shall be at the prices or rates included in this Order or, if there are no applicable prices or rates, they shall be agreed between the Supplier and C3.

13.2 Subject to clause 17 and to the receipt of a properly rendered tax invoice, C3 shall pay the value of the Goods or Services supplied by reference to the price set out in this Order or as otherwise agreed under clause 13.1 20 days from the end of the calendar month in which the invoice is dated.

14. SUBCONTRACTING AND ASSIGNMENT

14.1 The Supplier shall not, without the prior written consent of C3, subcontract the delivery or provision of any of the Goods. Any such consent shall not relieve the Supplier of any of its obligations under this Order.

14.2 The Supplier shall not, without the prior written consent of C3, assign, charge, or encumber this Order or any rights under this Order or any part of this Order or any Goods.

15. DEFAULT

15.1 If the Supplier is in breach of any warranty or material term or condition of this Order or becomes insolvent, is unable to pay its debts when they fall due, enters into any arrangement for the benefit of its creditors, has a receiver, liquidator, administrator or statutory manager appointed with respect to the Supplier or any part of its property or undertaking, C3 may, without prejudice to any other rights it may have, cancel this Order, cease payments and recover as a debt due any sums paid for undelivered Goods and for Services not provided and any extra costs, losses, expenses or damages it may suffer or incur in purchasing similar goods or services from alternative suppliers. No waiver of a breach of any provision of this Order shall constitute a waiver of any other breach or any other provision.

16. TERMINATION FOR CONVENIENCE

16.1 C3 may terminate this Order at any time by notice in writing to the Supplier for any reason regardless of whether the Supplier is in default. In the event that the Supplier is not in default, the Supplier shall, in full settlement of any claim in respect of the termination, be entitled to payment of:

(a) the amount which, but for the termination, would have been payable for the Goods delivered or the Services provided and accepted up to the date of termination (after taking into account any previous payments, and moneys due to C3);

(b) the cost of materials, goods or services reasonably ordered and which the Supplier is legally liable to accept, provided the materials, goods or services become the property of C3 upon payment; and (c) any other costs reasonably incurred by the Supplier in expectation of completing the supply of the whole of the Goods or Services, provided that the sum of payments under this clause 16.1 plus any previous payments shall not exceed the total price of this Order.

16.2 The Supplier must use its best endeavours to use any materials, goods or services ordered in relation to this Order but no longer required due to termination of this Order in accordance with clause 16.1 in relation to another order or part of its business, and otherwise mitigate any costs it may incur in accordance with clause 16.1(b) and (c).

17. RECOVERY OF MONEYS

17.1 Any debt due from or moneys payable by the Supplier to C3 whether under this Order or otherwise may be deducted by C3 from any moneys due or to become due to the Supplier under this Order. C3 shall be entitled to recover from the Supplier any balance that remains owing after deduction.

18. DISPUTE

18.1 Without affecting the rights of C3 or of the Supplier at law or under any relevant or applicable statute, any dispute or difference in connection with this Order shall in the first instance be referred to mediation by a person and process agreed upon by the Supplier and C3 or, failing such agreement or resolution by or through that process within 20 working days of one party notifying the other of a dispute in writing, either party may submit the dispute for resolution to Court.

19. LAW

19.1 The terms and conditions of this Order shall be governed by the laws in force in New Zealand, and subject to the non-exclusive jurisdiction of the New Zealand courts. The provision of goods or services will comply at all times with the Health & Safety Work Act 2015 and regulations arising from the Act.

20. INTERPRETATION

20.1 In these Conditions, reference to a person includes a corporation or other entity, the singular includes the plural and vice versa and, if more than one, the persons comprising the Supplier shall be jointly and severally bound by the terms and conditions of this Order.

21. NO LIMITATION OF STATUTORY RIGHTS AND SEVERANCE

21.1 Nothing in this Order shall have the effect of or be taken to have the effect of excluding, restricting or modifying the mandatory provisions of any relevant or applicable statute. If it is determined that a word, phrase, sentence, paragraph or clause is unenforceable, illegal or void then it shall be severed and the other provisions of this Order shall remain operative.

22. ANTI BRIBERY & CORRUPTION The Supplier warrants and undertakes to C3 that:

- a) it has not offered, promised, given or agreed to give and shall not during the term of this Order offer, promise, give or agree to give to any person any bribe on behalf of C3 or otherwise with the object of obtaining a business advantage for C3 or otherwise;
- b) it will not engage in any activity or practice which would constitute an offence under any applicable anti-bribery and corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom's Bribery Act 2010, New Zealand Commercial Law Legislation and Canada's Corruption of Public Officials Act and that it shall not cause C3 to be in breach of any of the applicable Anti-bribery and corruptions laws;
- c) it has and during the term of this Order will maintain in place its own policies and procedures to ensure compliance with any applicable anti-bribery and corruption laws;
- d) it will ensure that any person who performs or has performed services for or on its behalf ("Associated Persons") in connection with this Order complies with this clause 22;
- e) it will not enter into any agreement with any Associated Person in connection with this Order, unless such agreement contains undertakings on the same terms as contained in this clause 22;
- f) it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditures in connection with this Order;
- g) from time to time during the term of this Order, at the reasonable request of C3, it will confirm in writing that it has complied with its undertakings under this clause 22 and will provide any information reasonably requested by C3 to demonstrate such compliance;
- h) it will report to C3 or to Brookfield's Reporting Hotline (0-800-443-938) as soon as practicable any request or demand for any improper payments or other improper advantage of any kind received by the Supplier from C3 or any other person in connection with the performance of this Order; and
- i) it will notify C3 as soon as practicable of any breach of any of the undertakings contained in this clause 22 of which it becomes aware. This clause 22 survives the expiry or termination of this Order.

23. RIGHT TO AUDIT

- a) In connection with this Order, the Supplier shall, establish and maintain a reasonable accounting system that enables the Supplier to readily identify the Supplier's assets, expenses, costs of goods and use of funds. C3 and its authorised representatives shall have the right to audit, to examine, and to make copies of or extracts from, all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Order kept by or under the control of the Supplier, including, but not limited to those kept by the Supplier, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.
- b) The Supplier shall, at all times during the term of this Order and for a period of ten years after the completion of this Order, maintain such records, together with such supporting or underlying documents and materials. The Supplier shall at any time requested by C3, whether during or after completion of this Order, and at the Suppliers' own expense make such records available for inspection and audit (including copies and extracts of records as required) by C3.
- c) Such records shall be made available to C3 during normal business hours at the Suppliers' office or place of business upon three (3) days written notice.
- d) In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for C3.
- e) The Supplier shall ensure C3 has these rights with the Supplier's employees, agents, assigns, successors and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Supplier and any subcontractors to the extent that those subcontracts or agreements relate to fulfilment of the Supplier's obligations to C3.