



ALLIANCE

FARMERS' PRODUCE

SINCE 1948

Supply Terms and Conditions

1. APPLICABLE TERMS

- 1.1 These standard Supply Terms and Conditions apply in respect of all Orders placed by Alliance Group Limited ("Alliance") with the Supplier. These Supply Terms and Conditions override any other terms or conditions, including in any quotation, invoice, delivery note, acceptance note, or other document issued by the Supplier in connection with the Goods and/or Services.
- 1.2 Subject to clause 1.3, the Supply Terms and Conditions, the Order, and the Settlement Terms (together the Terms) constitute the entire agreement between the Supplier and Alliance. Any prior agreements or other terms or arrangements are excluded unless specifically referred to in these Terms.
- 1.3 In the event of any conflict between these Supply Terms and Conditions, the Order and the Settlement Terms, the following descending order of precedence shall apply, unless the context otherwise requires:
 - a. the Order;
 - b. the Supply Terms and Conditions; and
 - c. the Settlement Terms.
- 1.4 These Supply Terms and Conditions shall not apply to any purchase by Alliance of livestock of any description.

2. ORDERS AND ACCEPTANCE

- 2.1 When Supplier accepts Alliance's Order, either by acknowledgement, delivery of any Goods and/or commencement of any Services, a binding contract shall be formed ("Agreement"). Such Agreement is limited to the terms and conditions specified in this document and any attachments. Alliance does not agree to any addition or alteration by Supplier. This Agreement can be varied on in writing signed by an authorized representative of Alliance. Any other statement or writing of Supplier shall not alter, add to, or otherwise affect this Agreement.
- 2.2 Alliance does not warrant that a minimum or maximum quantity or value of Goods and/or Services will be purchased from the Supplier.

3. PRICE AND PAYMENT

- 3.1 The Price(s) quoted or shown on the Order are fixed prices for the quantities, Site and Delivery Date shown in the relevant Order unless Alliance agrees in writing to any variation in Price, Site or Delivery Date.
- 3.2 Subject to GST payable in accordance with clause 4.3, the Price represents the entire cost of the applicable Goods and/or Services to Alliance and the Supplier must not impose any additional charges or costs without the prior written acceptance of Alliance.
- 3.3 Subject to the Supplier having submitted a valid GST invoice and having complied with all of the terms of the Order (including these Supply Terms), payment for the Goods and/or Services will be made in accordance with the Settlement Terms, unless otherwise stated in the Order, or as agreed otherwise by Alliance. Alliance's standard payment terms are 60 days from the end of the month the invoice was received, unless otherwise agreed in writing.
- 3.4 Where for any reason the Supplier's account with Alliance is in debit, then the Supplier must pay to Alliance the amount owing within 30 days of a request by Alliance for payment (unless Alliance agrees in writing to a longer period).
- 3.5 Alliance may set off any sums due to the Supplier against any amounts it is entitled to recover under clause 7.4c and/or any costs and expenses resulting from any breach of the Terms by the Supplier and any direct losses sustained as a result.

4. TAX INVOICES AND GST

- 4.1 In relation to any supply of Goods and/or Services under or in connection with these Supply Terms and Conditions, the Supplier must provide to Alliance a GST tax invoice (and do any other thing required under any legislation).
- 4.2 If Alliance, acting reasonably, disputes any GST tax invoice submitted by the Supplier, it may withhold any disputed sum until the dispute is resolved, but will pay the undisputed portion (if any) in accordance with clause 3.
- 4.3 Unless otherwise agreed in writing, the Price is exclusive of GST.

5. PACKING, DOCUMENTATION AND DELIVERY

- 5.1 All delivered Goods must be:
 - a. packed so as to prevent damage in transit and during handling; and
 - b. accompanied by a Supplier generated delivery docket and/or invoice.
- 5.2 The Supplier must:
 - a. deliver the Goods on an DAP basis to the Site on the Delivery Date;
 - b. not deliver Goods for different Orders or Goods for different Sites in the same package; and
 - c. deliver Goods in one single complete delivery per Site nominated on the Order.
- 5.3 The Delivery Date is of the essence for the supply of Goods and/or Services by the Supplier to Alliance.

6. RISK AND PROPERTY

- 6.1 All Goods are subject to inspection and acceptance by Alliance on arrival into the Site even though payment may have been made for the Goods (or any of them) before arrival.
- 6.2 Property and risk in the Goods pass to Alliance on acceptance by Alliance that the Goods are free of any apparent damage or defects following receipted delivery into the Site.
- 6.3 If Alliance rejects any Goods in accordance with 6.2 then ownership and risk in those Goods will remain with the Supplier and the Supplier will indemnify and hold Alliance harmless against any loss or damage in connection with such rejected Goods while in Alliance's possession.

7. CANCELLATION AND REJECTION

- 7.1 Alliance may cancel any Order (or any part of it) and may return any Goods delivered pursuant to the Order (including partial deliveries) where:
 - a. The Supplier has failed to deliver the total quantity of the Goods and/or Services specified in the Order by the Delivery Date;
 - b. Alliance reasonably doubts the ability of the Supplier to supply Goods and/or Services which conform to the requirements of these Supply Terms and Conditions;
 - c. a receiver, receiver and manager, liquidator, interim liquidator, statutory manager, administrator, appointed under any companies or securities legislation, or similar official being appointed in respect of the Supplier or the Supplier's property, or any security over any substantial part of the Supplier's assets is enforced (including by the appointment of a receiver over those assets);
 - d. any steps are taken towards the appointment of any person referred to in clause 7.1c. in respect of the Supplier or the Supplier's property;
 - e. the Supplier ceases to carry on all or substantially all of its business, is unable to pay its debts when due, or are deemed unable to pay its debts

- under New Zealand Law, or makes an assignment for the benefit of, or enters into or makes any arrangement or compromise with, its creditors or threatens to do so, or stop payments to its creditors generally;
 - f. the Supplier is, or becomes, or is deemed to be insolvent or bankrupt or in liquidation;
 - g. the Supplier commits an act of bankruptcy;
 - h. a distress, attachment or other execution is levied or enforced upon or commenced against any substantial part of the Supplier's assets and is not stayed within 14 days;
 - i. an application or order is made for the winding up or dissolution of the Supplier or a resolution is passed, or any steps are taken to pass a resolution for the winding up or dissolution of the Supplier otherwise than for the purpose of an amalgamation or reconstruction which has the prior written consent of Alliance, such consent not to be unreasonably withheld; or
 - j. anything having a similar effect to any of the events specified above happens under the law of any applicable jurisdiction.
- 7.2 Without prejudice to any other right or remedy Alliance may have, Alliance may reject any Goods and/or Services:
- a. which do not comply with any of the Warranties set out in these Supply Terms and Conditions;
 - b. which are damaged in any way;
 - c. which have not been ordered by Alliance;
 - d. which do not precisely match the description of the Goods and/or Services specified in the Order, including the specifications set out in the Order or which do not comply in any other respect with the terms of the Order;
 - e. which, in the case of perishable items (including food items) liable to deteriorate over time, do not, in Alliance's reasonable opinion, by reference to their "used by" date or date of manufacture or processing, carry an appropriately long shelf life;
 - f. in relation to which the Supplier has failed to provide a GST tax invoice or adjustment note, as the case may be, within the period or in the form required;
 - g. found on inspection not to be packed to agreed specifications;
 - h. which are not delivered in accordance with clauses 5.1 or 5.2.
- 7.3 Alliance may reject any Goods and/or Services (whether or not they are delivered pursuant to an Order) delivered to Alliance on the same consignment note as any part of the Goods and/or Services rejected by Alliance pursuant to clause 7.2 and the Supplier acknowledges that Alliance may retain or reject such Goods and/or Services at its discretion, acting reasonably.
- 7.4 Without prejudice to any other rights which Alliance may have, if Alliance cancels any order pursuant to clause 7.1, or rejects any Goods and/or Services pursuant to clauses 7.2 or 7.3, Alliance may:
- a. withhold (and will not be required to pay) any moneys payable or recover any moneys paid to the Supplier for the Goods and/or Services;
 - b. recover all costs (including packing, handling, insurance, freight or storage) in connection with the receipt and/or return of the Goods and/or Services from the Supplier; and
 - c. set off any amount it is so entitled to withhold or recover from the Supplier against any other sum owed by it to the Supplier on any account whatsoever.

8. SUPPLIER'S OBLIGATIONS IN SUPPLYING SERVICES

- 8.1 Supplier must:
- a. deliver Services on time, except where delay is caused by Alliance, and to the required performance standards and quality set out in the Order or reasonably notified by Alliance to the Supplier from time to time;
 - b. perform the Services with due care, skill and diligence, and in accordance with good industry practice as would be expected from a leading supplier in the relevant industry;
 - c. ensure that its Personnel have the necessary skills, experience, training and resources to deliver the Services;
 - d. provide all equipment and resources necessary to deliver the Services;
 - e. comply with any relevant codes of conduct in delivering the Services; and
 - f. when the Supplier is delivering Services at Alliance's premises, observe Alliance's policies and procedures as provided to the Supplier from time to time, including those relating to health and safety, and security requirements.

9. RETURNS

- 9.1 Unless approved by Alliance in writing, any Goods lawfully returned by Alliance for whatever reason will be with a carrier nominated by Alliance. Return of the Goods will be at the Suppliers cost.
- 9.2 If the Supplier requires any Goods for return to be accompanied by a return's authorization number, the Supplier must provide that number to Alliance within 3 Business Days of notification by Alliance that the Goods are to be returned. If the Supplier fails to do so, Alliance may return the Goods to the Supplier without an authorization number.
- 9.3 Requests by the Supplier for proof of returns from Alliance must be made within 3 months from the date Alliance requests a refund from the Supplier or the date of Alliance's payment for the Goods from which the value of the rejected Goods has been deducted (whichever is applicable). Any other transaction query by the Supplier must be made within 3 months from the date of Alliance's payment for the Goods to which the transaction relates.

10. WARRANTIES

- 10.1 Without limiting any other Warranty included or implied in these Supply Terms and Conditions, the Supplier represents and warrants that:
- a. the Goods are of merchantable quality, fit for the use and purpose(s) intended by Alliance which are expressly or impliedly made known to the Supplier, comply with any contractual and other description, specification or sample, and are free from any defect in materials, workmanship, design or information;
 - b. any representations (whether written or oral) that the Supplier has made to Alliance as to the Supplier's qualifications, experience, capacity to provide the Goods and/or Services and any other relevant matter before entering into the applicable supply of Goods and/or Services subject to the Terms are true and correct;
 - c. all information provided by the Supplier to Alliance in respect of the Goods and/or Services is accurate and is not false, misleading or deceptive;
 - d. descriptions of the Goods and/or Services, including but not limited to descriptions of standard, quality, value, grade, composition, style, model, performance or place of origin, are not false, misleading or deceptive;
 - e. the Goods and/or Services comply in all respects with New Zealand Law and all applicable standards, including but not limited to Alliance's Standards and mandatory standards prescribed under New Zealand Law;
 - f. the Goods and/or Services are not subject to a temporary or permanent ban, or subject to an unsafe goods notice, under New Zealand Law and/or the law of a foreign jurisdiction;
 - g. all product information, including but not limited to information in and on labels, warnings, instructions, manuals and brochures, supplied on or with the Goods and/or Services, is adequate, accurate and complies in its content with New Zealand Law;
 - h. replacement parts and repair facilities will be available for the Goods for a reasonable period following supply or otherwise in accordance with New Zealand Law;
 - i. the terms of any Warranty or guarantee for or with the Goods and/or Services comply with New Zealand Law and will be fully honoured;
 - j. any Services provided by the Supplier or its servants or agents, including but not limited to construction, maintenance, repair, treatment, processing, cleaning or alteration of the Goods and/or Services, will be rendered with due care and skill, and any materials supplied in connection with those Services will be of merchantable quality and fit for the purpose(s) for which they are supplied;

- k. the Supplier has and will maintain insurance pursuant to clause 13 below;
- l. the Supplier has unencumbered title to sell the Goods and ownership in the Goods will pass to Alliance in accordance with the Terms, free from all liens, charges, encumbrances or other security; and
- m. the Goods and/or Services do not, and Alliance's use of the Goods and/or Services will not, infringe any patent, design or other Intellectual Property Rights or interests of any person.

11. FOOD INDUSTRY PRODUCTS

- 11.1 Without limiting any other provision of these Supply Terms and Conditions, in relation to any Goods which are food products, the Supplier will:
- a. immediately notify Alliance of any changes to the specifications for the Goods advertised by the Supplier or notified by the Supplier to Alliance from time to time, including any changes that will result in the Goods not complying with the relevant Order; and
 - b. upon request by Alliance, provide to Alliance any documentation necessary to support any information about the Goods, including that the Goods comply with the relevant Order.

12. SUBCONTRACTORS

- 12.1 The Supplier must not enter into a contract with someone else to deliver any part of the Services without Alliance's prior written approval.
- 12.2 The Supplier is responsible for ensuring the suitability of any Subcontractor and the Subcontractors capability and capacity to deliver that aspect of the Services being subcontracted.
- 12.3 The Supplier must ensure that each Subcontractor is fully aware of the Supplier's obligations under the Terms, and any subcontract it enters into is on terms that are consistent with these Terms.
- 12.4 The Supplier continues to be responsible for delivering the Services under these Terms even if aspects of the Services are subcontracted.

13. INSURANCE

- 13.1 The Supplier must maintain adequate insurance cover with a reputable insurer as would be prudent for persons engaged in business similar to the Supplier's at an amount of no less than \$10,000,000 or such other amount as may be required by Alliance from time to time to fully indemnify Alliance in respect of the Supplier's potential liability for loss or damage under or in connection with the Supply Terms and Conditions and the supply of Goods and/or Services. The Suppliers insurance must be on an occurrence basis. That is, it will cover any claim made for injuries or damages arising out of an event occurring during the term of the policy regardless of whether the claim is made after the expiration of the policy.
- 13.2 On Alliance's request the Supplier must include Alliance as a named insured on any such policy and produce Alliance with a copy of the policy documents.

14. INDEMNITIES

- 14.1 Without limiting any other indemnity included in these Supply Terms and Conditions, the Supplier must indemnify and keep Alliance indemnified from and against:
- a. any loss, damage, cost, expense, claim, demand, suit, action, proceeding, order or judgment (including any costs incurred), howsoever caused, suffered or sustained by Alliance in connection with the Goods and/or Services, including but not limited to:
 - i. breach of any condition or Warranty given by Supplier, including any condition or Warranty implied under New Zealand Law;
 - ii. non-compliance of the Goods and/or Services with New Zealand Law;
 - iii. Alliance being considered or deemed to have manufactured the Goods under New Zealand Law;
 - iv. any misleading or deceptive conduct, or conduct which is likely to mislead or deceive, any false, misleading, deceptive or unsubstantiated representation or statement made by the Supplier or any other person (other than Alliance, unless Alliance conduct, representation statement was based on any conduct, representation or statement by the Supplier) for or in respect of the Goods and/or Services;
 - v. any claim for actual or alleged infringement of any patent, trademarks, copyright, design, confidential information, or other intellectual property rights by the Supplier whether granted under New Zealand Law and/or the law of any applicable jurisdiction; and
 - vi. any breach by the Supplier of the terms of the Order or these Supply Terms and Conditions including, but not limited to, the Warranties.
 - b. any and all expenses incurred by Alliance arising out of any decision, for whatever reason, to recall the Goods.
- 14.2 Alliance indemnifies the Supplier from and against any loss, damage, cost expense, claim, demand, suit, action, proceeding, order or judgement (including any costs incurred) suffered or sustained by the Supplier due to the negligence or wilful misconduct of Alliance.

15. INTELLECTUAL PROPERTY RIGHTS

- 15.1 Right, title and interest in and to any and all Intellectual Property Rights owned and information held by a Party prior to the Agreement coming into effect shall not be affected by this Agreement, and such shall remain with the respective Party or its third party suppliers, as the case may be.
- 15.2 To the full extent possible under applicable laws, all right, title and interest of New Intellectual Property Rights in the Deliverables vests totally and exclusively in Alliance.
- 15.3 To enable Alliance to fully benefit from the provisions of clause 15.2, the Supplier assigns free of charge, to Alliance, any rights it may have in the Deliverables, and Alliance accepts such assignment.
- 15.4 The Supplier grants to Alliance a royalty free and fully paid up, non-exclusive, non-transferable, irrevocable, world-wide license, with the right to grant sub-licenses under any and all Intellectual Property Rights owned or controlled by the Supplier to the extent that such use is technically indispensable for the exploitation of New Intellectual Property Rights in the Deliverables owned by Alliance.
- 15.5 The Supplier warrants that pre-existing and New Intellectual Property Rights provided by the Supplier and incorporated into the Services and Deliverables do not infringe the Intellectual Property Rights of any third party.
- 15.6 The Supplier indemnifies Alliance Group in respect of any expenses, damage or liability incurred by Alliance in connection with any third-party claim that the delivery of the Services and Deliverables to Alliance or Alliance's use of them, infringes a third party's Intellectual Property Rights. This indemnity is not subject to any limitation or cap on liability that may be stated elsewhere in these Supply Terms and Conditions.

16. MANUFACTURE OF GOODS AND PROVISION OF SERVICES

- 16.1 The Supplier warrants that it (and its supply partners) complies with the minimum labour standards as set out by the Ethical Trade Initiative (ETI) and the International Labour Organisation (ILO).
- 16.2 The Supplier represents and warrants that all labour engaged in the manufacture of the Goods and/or provision of the Services has been engaged and remunerated in accordance with New Zealand Law and/or the laws of any applicable jurisdiction.
- 16.3 The Supplier represents and warrants that where any timber is used in the manufacture of the Goods that timber is not slow-growth timber or timber from native forest or rainforest.

17. OVERSEAS SUPPLIER

- 17.1 Where the Supplier is a resident outside New Zealand the following terms of this clause 17 will apply.
- 17.2 The Supplier must at all times ensure that the packaging and labelling of the Goods and/or Services is in compliance with New Zealand law.
- 17.3 The Supplier represents and warrants:
- a. That it is lawfully entitled to export the Goods from their country of origin;
 - b. That it will obtain any licence or permission necessary for the importation of the Goods into New Zealand;

- c. That it has paid or will pay any duty or tax levied on the Goods; and
- d. That the Goods may lawfully be supplied by Alliance in the ordinary course of its business.

17.4 The Supplier represents and warrants that it has complied or will comply with any requirements of New Zealand law governing the import of the Goods into New Zealand.

18. COLLECTION AND USE OF INFORMATION

- 18.1 Any personal information provided or obtained in connection with a you are supplying goods or services to us will be held by us in accordance with our Privacy Policy. Alliance's Privacy Policy is available by clicking on the button "Privacy" in the footer of this Web Site. If you wish to have access to information, we hold concerning you, or if you want to make any changes, or if you do not want to receive information from Alliance please follow the update procedure set forth in the Alliance's Privacy Policy.
- 18.2 You consent to such information being collected, retained, used, and processed by us for any of the following purposes:
- 18.2.1 generally, to do business with you, including procuring goods and services from you;
 - 18.2.2 ensuring payments are made to you and enforcing any debts owing to us (if applicable);
 - 18.2.3 any purpose related to the above or required or permitted by Data Protection Legislation or other applicable law.
- 18.3 The processing of personal information in accordance with clause 18.1 may involve the transfer of personal information outside of New Zealand to jurisdictions which may not have the same level of protection for personal information as New Zealand or the EEA. However, we will ensure that any personal information that we transfer is protected by reasonable security safeguards.
- 18.4 If you provide us with any information about any other person (such as a guarantor, director or referee) (Third Party), you confirm that:
- 18.4.1 the information has been collected lawfully, fairly and in a transparent manner which enables us to process that personal information in accordance with this clause 18;
 - 18.4.2 you have the Third Party's consent (as that term is defined in the Data Protection Legislation) to provide their personal information to us and to authorise us to use their information in accordance with this clause 18; and
 - 18.4.3 you have informed them of their rights to access and request correction of their information. You authorise us to contact any Third Party whose information you provide to us, and you authorise such Third Party to provide us with information as we may request from time to time, in each case in connection with assessing your credit worthiness or such other purpose for which that information was provided.
- 18.5 If you do not provide us, or authorise us to collect, information requested by us, we may not be able to procure your services or goods. Your personal information will be kept for as long as necessary for the legitimate purposes for which it was collected, or for as long as required by law. If you no longer consent to us retaining and processing your personal information in accordance with these terms, please contact us at the details set out in our Privacy Notice on our website.
- 18.6 It is important that the personal information we hold about you is up to date and accurate. If you would like to access or amend the personal information, we hold about you please contact us at the details set out in our Privacy Notice on our website.
- 18.7 If the GDPR applies to any personal information that we hold about you, you may have additional rights in respect of, for example, the right to erasure of your data. If you would like further information, please contact us at the details set out in our Privacy Notice on our website.
- 18.8 You must provide us with any assistance that we reasonably request in relation to our obligations under the Data Protection Legislation, including in connection with any complaint, communication, or request.
- 18.9 We will use all reasonable endeavours to keep your personal information in a secure environment to minimise the risk of unauthorised personnel accessing your personal information.
- 18.10 If you have any questions in relation to how we collect, retain, use, or process your personal information, please contact us at the details set out in our Privacy Notice on our website.

19. SPECIFICATION CHANGES

- 19.1 Where the Goods are manufactured or processed, and/or Services provided in accordance with formulations, drawings or specifications provided by Alliance, such formulation, drawings, or specifications may only be altered at the written request and (where appropriate) at the cost of Alliance. Alliance will not be obliged to pay for any costs incurred without the written approval of Alliance.
- 19.2 All Intellectual Property Rights that Alliance has in such formulations, drawings or specifications remain Alliance's sole and exclusive property.

20. RELATIONSHIP OF THE PARTIES

The relationship of the Supplier to Alliance is that of an independent supplier to its customer. Except as expressly provided in these Supply Terms and Conditions, nothing in this agreement is intended to constitute a relationship of employment, trust, agency, joint venture, partnership or any other fiduciary relationship between the parties. No party has authority to bind or incur debts on behalf of the other party.

21. ASSIGNMENT AND SUBCONTRACTING

Either party may assign or transfer all or any of its rights under these terms (including any part of your indebtedness to us) upon receiving written consent from the other party, such consent not to be unreasonably withheld or delayed.

22. GOVERNING LAW

The agreement between Alliance and the Supplier is governed by and construed in accordance with the laws of New Zealand and the Supplier submits to the exclusive jurisdiction of the New Zealand Courts. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

23. VARIATION OF SUPPLY TERMS

The Supplier acknowledges that Alliance may vary or replace these Supply Terms and Conditions from time to time by 14 days' notice (the Notice Period) to the Supplier and at the end of the Notice Period (or at such other date as notified to the Supplier by Alliance at the time) the Supply Terms and Conditions as varied or replaced will apply to each supply of Goods and/or Services to Alliance by the Supplier.

24. GENERAL

- 23.1 Where any clause of the Agreement, or part thereof, is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions of the Agreement.
- 23.2 Termination or expiry of the Agreement will not affect any provisions of the Agreement which are expressed to, or by implication are intended to, survive termination or expiry of this Agreement, including clauses 10, 14, 15 and 24.
- 23.3 A waiver of any breach of these Supply Terms and Condition or any right, power or remedy under, or in connection with such (including a right of termination) is not effective unless that waiver is in writing and is signed by the party granting the waiver. A failure to exercise, a delay in exercising, or a partial exercise of any right, power or remedy under, or in connection with, this agreement does not operate as a waiver of such right, power or remedy. A waiver of any breach is not, or is not deemed to be, a waiver of any other or subsequent breach.
- 23.4 Any notice required under these Supply Terms and Conditions must be in writing and delivered by hand or sent by pre-paid post, electronic mail (procurement@alliance.co.nz) or facsimile to the usual address of Alliance or the Supplier (as the case may be) or such other address for notices as notified to Alliance or the Supplier by the other party from time to time. A notice sent by post is regarded as given and received on the second Business Day following the date of postage.

23.5 Facsimile or electronic mail is regarded as given and received when successfully transmitted unless the address informs the sender that the notice is illegible or incomplete within 4 hours of it being received or regarded as received.

23.6 A notice delivered or received other than on a Business Day or after 5.00pm is regarded as received at 9.00am the following Business Day and a notice delivered or received before 9.00am is regarded as received at 9.00am.

25. Definitions

“**Alliance**” means, as applicable, Alliance Group Limited or any Related Company (as defined in section 2 of the Company’s Act 2003) of Alliance Group Limited that submits an Order;

“**Alliance’s Standards**” means standards set by Alliance from time to time;

“**Business Day**” means a day other than a Saturday, Sunday or public holiday;

“**Data Protection Legislation**” means all applicable laws and regulations relating to the processing of personal information, data security and privacy, including to the extent applicable, the Privacy Act 2020 (NZ), the Data Protection Act 2018 (and regulations made thereunder) (UK), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426), and the General Data Protection Regulation ((EU)2016/679) (GDPR) as each may be amended time to time and the guides and codes of practice issued by applicable supervisory authorities.

“**Deliverable**” means a tangible output resulting from the delivery of Services as stated in the Order;

“**Delivery Date**” means the delivery date specified in the Order;

“**DPU**” means Delivered at Place Unloaded as further defined in the most recent Incoterms;

“**Goods**” means the goods supplied by the Supplier to Alliance from time to time listed in the Order and includes any Deliverable;

“**Intellectual Property Rights**” means (without limitation) patents, trademarks, trade names, copyright, database rights, registered and unregistered design rights, trade secrets and all rights or forms of protection of a similar nature or having equivalent or similar effect which may subsist anywhere in the world, whether or not registered and including applications for registration.

“**New Intellectual Property Rights**” means Intellectual Property Rights created after the Order date and incorporated into the Deliverables;

“**New Zealand Law**” means the laws, rules, statutes, regulations, directions, case law, codes, standards and official guidance in New Zealand that are applicable to the Supplier and/or the supply of Goods and/or Services by the Supplier to Alliance Group;

“**Personnel**” mean all individuals engaged by the Supplier in relation to the delivery of Goods and/or Services;

“**Price**” means the applicable price for the Goods and/or Services, including freight, insurance and delivery as stated in the relevant Order;

“**Services**” means the services supplied by the Supplier to Alliance from time to time listed in the Order;

“**Settlement Terms**” means the terms for payment set out on the form completed by the Supplier entitled “Application for a Supplier Account” or, if the terms for payment are not specified Alliance’s standard settlement terms apply, being 60 days from the end of the month of receipt by Alliance of the applicable invoice;

“**Site**” means the delivery place as detailed in the Order;

“**Subcontractor**” means a person, business, company or organisation contracted by the supplier to deliver or perform part of the Supplier’s obligations under the Terms;

“**Supplier**” means any person or entity that supplies or agrees to supply of the Goods and/or Services as detailed in any Order;

“**Supply Terms and Conditions**” means the terms contained in this document (as amended from time to time);

“**Terms**” has the meaning given in clause 2.3 of these Supply Terms; and

“**Warranties**” means the warranties set out or implied in these Supply Terms.