



Agreement for Supply of Products

Tamaki Group Limited

Parties

- (1) **Tamaki Group Limited (TGL)** (New Zealand company number 6859253) (hereafter the "**Vendor**"); and
- (2) Any customer of ordering from the Vendor (hereafter the "**Purchaser**").

Introduction

- A. The Purchaser wishes to appoint the Company on a non-exclusive basis to provide products from time to time.
- B. The Vendor has agreed to supply, and the Purchaser has agreed to pay for, those products, on the terms and conditions set out in this Agreement.
- C. From time to time these terms and conditions herein shall be updated by the Vendor. Where such conditions are updated, they shall be deemed to apply between the parties moving forwards for all orders after the date of any change made herein and published online.

It is agreed

1. Definitions and interpretation

- 1.1 **Definitions:** In this Agreement, unless the context otherwise requires:

Agreement means this agreement for supply of products and its Schedules;

Commencement Date means, in relation to any Supply Agreement, the date on which the relevant Supply Agreement comes into force, being the date, the Vendor accepts and confirms a Purchase Order or Online Order from the Purchaser by email, online order on this website, or by oral instruction evidenced by issuance of invoice and payment;

Delivery has the meaning given in clause 4.1, and **Delivered** shall have a corresponding meaning;

Encumbrance means any bill of sale (as defined in any statute) mortgage, security interest, charge, lien, pledge, hypothecation, title retention, preferential right or trust arrangement, claim, arrangement, trust or power, as or in effect as security for the payment of a monetary obligation or the observance of any other obligation, or any other arrangement having the same effect;

Event of Force Majeure means any strike, combination of workmen, lockout, difficulty in procuring components or materials, shortage of labour, lack of skilled labour, delays in transit, failure or delay by the Purchaser in performing any of its obligations under this Agreement, failure or delays by suppliers or subcontractors, failure, delay or inability to obtain any necessary import or

export licence, foreign exchange control authorisation or similar authorisation, legislative governmental or other prohibitions or restrictions, fire, acts of God, natural disaster, riot, terrorism, malicious damage, hostilities, commotions, outbreak of communicable disease, epidemic, pandemic, public health emergency, war, piracy, terrorism or the threat of terrorism, or other causes whatsoever (whether similar in nature or not to the foregoing);

Order has the meaning given in clause 2.1;

PPSA means the Personal Property Securities Act 1999;

PPSR means the Personal Property Securities Register established under the PPSA;

Product means the product to be supplied by the Vendor to the Purchaser as set out in a Purchase Quote;

Purchase Order has the meaning given in clause 2.2;

Purchase Quote means the document substantially in the form set out in Schedule 3 which sets out the details of the Products to be supplied by the Vendor to the Purchaser under this Agreement and any specific terms;

Related Company has the meaning it is given in section 2(3) of the Companies Act 1993 (read as if the expression "company" in that subsection included anybody corporate of any jurisdiction);

Schedule means a schedule to this Agreement;

Specifications means for a Supply Agreement, the specifications (if any) set out in a Purchase Order which are a description of the quantity, quality, functionality, and performance of any Products in that Purchase Order;

Supply Agreement in respect of the supply of any Products means this Agreement together with a Purchase Order setting out the specific terms which apply to that supply of Products; and

Vendor means the Vendor and, where appropriate, its Related Companies.

1.2 **Interpretation:** In this Agreement:

- (a) clause and other headings are for ease of reference only and will not be deemed to form any part of the context or to affect the interpretation of this Agreement;
- (b) the word **person** includes any individual, corporation, unincorporated association, government department or municipal authority;
- (c) words importing the singular include the plural and vice versa; and
- (d) all amounts set out in a Supply Agreement are in United State Dollars, unless otherwise specified.

1.3 **Supply Agreement:** Each Purchase Order will, once accepted and confirmed by the Vendor in writing by way of email exchange or online order confirmation, together with the terms and conditions in this Agreement form a separate

contract, being a Supply Agreement. Where there is a conflict between the terms of a Purchase Order and the terms of this Agreement, or there are additional terms in a Purchase Order, then to the extent of the conflict or additional terms, the terms of this Agreement will prevail unless there is express provision to the contrary in that Purchase Order. Where there is any conflict between two Supply Agreements then to the extent of the conflict the Supply Agreement which is later in time will prevail.

2. Supply of Product

- 2.1 The Purchaser may from time to time request the Vendor to supply Products. Each order for supply of Products under this Agreement will be set out in writing and made by sending the order in writing to the address set out in Schedule 1 (or as otherwise advised from time to time by online ordering through the Vendor's website.) (**Order**).
- 2.2 If the Vendor agrees to supply those Products, it will issue a Purchase Quote for the supply of those Products or accept the Online Order processed through the Vendor's Website. The parties will negotiate the terms of that Purchase Quote and if they agree the terms of the Purchase Quote, the Purchaser will issue a purchase order to the Vendor setting out the agreed details of the Purchase Quote (**Purchase Order**) or simply order through the Vendor Website herein. The terms of that Purchase Order once accepted and confirmed by the Vendor in writing by way of email exchange or online order, together with this Agreement will form a separate Supply Agreement.
- 2.3 If the Purchaser makes an Order under clause 2.1, nothing in this Agreement will require the Vendor to accept that Order in whole or in part that Order, and either party may discontinue the process at any time prior to the Vendor issuing a Purchase Quote. Once the Purchase Order or online order via the Vendor Website is received, unless affected by an Event of Force Majeure, the goods shall be payable by the Purchaser upon delivery at the stipulated cost (as the Vendor commits to manufacturing and supply costs as a result of orders and cancellation will cause financial harm to the Vendor). The Vendor may, at its sole discretion, accept amendments to an Order and/or Purchase Quote in any Purchase Order.
- 2.4 The Vendor will supply the Products to the Purchaser in accordance with the quantities, Specifications, and on the terms specified in the relevant Purchase Order.

Consignment Stock

- 1.1 From time to time the Vendor and the Purchaser may agree that Products may be supplied by the Vendor to the Purchaser on a consignment basis provided that ownership of such Products will remain vested in the Vendor until such time as the Purchaser has sold those Products to a third party on an arm's length basis. Any agreement under this clause will include the price for the Products that the Vendor will accept from the Purchaser upon the Purchaser selling the goods to a third party.
- 1.2 In respect of Products consigned by the Vendor under clause 2.5 the Purchaser undertakes:
- (a) to maintain suitable premises for the storage of the Products;

- (b) to keep the Products insured in the name of the Vendor against loss or damage by fire or theft for an amount not less than twice the total in store value of the consigned Products at any one time and to send to the Vendor copies of the relevant insurance policies on request;
- (c) to supply to the Vendor not later than the 15th day of each month and the last day of the month a written statement, in addition to the Sales Report, setting out (fortnightly reporting):
 - (i) the quantities of Products received by the Purchaser on consignment from the Vendor during the preceding month; and
 - (ii) full details of all sales of product from consignment stock during that period, together with the quantities of Products purchased and the prices paid; and
- (d) to indemnify and keep indemnified the Vendor from and against any damage to or deterioration of the Products while in the possession of the Purchaser, until such goods are paid for by the Purchaser.

3. Terms of Sale

- 3.1 The Vendor's standard terms of sale are on the payment in cleared funds to the Vendor's nominated bank account set out in sales invoices produced by the Vendor (unless otherwise advised in writing by the Vendor) of the price agreed by the Vendor in the Purchase Order and as detailed in the invoice for the Products. Unless otherwise expressly indicated, all prices exclude delivery and freight charges.
- 3.2 Changes in pricing may be made due to such factors outside of the Vendor's control including exchange fluctuations in respect of currency and/or variations to landed costs and/or increases in manufacturers' costs.
- 3.3 The Vendor may make additional charges for special requirements in respect of minimum order quantities, delivery or freight services, drop shipments and other special orders including any storage and distribution costs agreed in quoting, or resulted from the Purchaser failing to receive products, once supply is available.
- 3.4 Where Orders require custom orders requiring variations to standard Product which result in additional manufacturer's costs, such additional costs will be passed on to the Purchaser. All such price changes will be made in compliance with any current applicable government regulations.

Deposit For Goods

- 3.5 Unless otherwise agreed in writing, upon acceptance and confirmation of the Purchase Order by the Vendor, a payment of 100% of the price agreed by the Vendor in the Purchase Order will be immediately payable by the Purchaser.
- 3.6 Payment of the balance of the price agreed by the Vendor in the Purchase Order will be due as specified in the relevant invoice.

- 3.7 The Vendor may give credit to approved Purchasers who, prior to the date of an issue of a Purchase Quote, have lodged an application for credit in writing on the form acceptable to the Vendor and their credit worthiness has first been approved by the Vendor in writing prior to the issue of a Purchase Quote on any other basis than pre-payment under the Vendor's standard terms of sale.
- 3.8 Where the Vendor does give the Purchaser credit in respect of the Product purchased, the amount of such credit shall be paid in full without deduction 7 working days from of the date that the Product is shipped.
- 3.9 Failure to pay any account upon the due date for payment entitles the Vendor to suspend delivery, to refuse further Orders and to terminate any existing Supply Agreement without notice.
- 3.10 As a condition of the granting of credit the Vendor may in its own sole discretion at any time require the Purchaser to give security for payment (in addition to the security interest taken in the Product pursuant to clause 9 below). Until sufficient security is given to the satisfaction of the Vendor, the Vendor may, at is option, withhold delivery or suspend or terminate the Supply Agreement. Upon such withholding, suspension or termination, payment for all Product delivered and services provided up to the date of such withholding, suspension or termination and any other moneys payable to the Vendor shall become immediately due and payable.
- 3.11 In the event that the Purchaser has not paid to the Vendor all monies on the due date for payment then the Vendor may charge interest on the amount outstanding from the date the payment fell due until the date the payment is made in cleared funds to the Vendor's nominated bank account.
- 3.12 Such interest shall be calculated monthly in arrears and accrued at the monthly rate of 1.5 percent for the whole or any part of each month during which such monies are from time to time unpaid, and compound monthly thereafter at that rate. The rate of late payment interest may be varied from time to time by the Vendor giving written notice to the Purchaser.
- 3.13 The Vendor shall be entitled to recover from the Purchaser all legal and other costs arising from collection of any overdue moneys.
- 1.3 All invoices outstanding will become automatically due on the date that this Agreement or any Supply Agreement expires or is terminated.

4. **Freight and Delivery**

- 4.1 The Products will be delivered in accordance with the chosen Incoterms 2020 rules as specified in the Purchase Order (**Delivery**).
- 4.2 All freight and transportation costs shall be paid by the Purchaser, unless otherwise agreed in writing between the parties. Freight costs shall be specified in the Purchase Order or Vendor Website quote where possible.

5. **Inspection of Product – Acceptance or Rejection**

- 5.1 The Purchaser will upon receipt of the Product at the port of destination inspect the Product and if found, in the Purchaser's reasonable opinion, not to be in order the Purchaser must lodge a complaint with the Vendor in writing giving full particulars of any complaint or objection to the Product supplied.
- 5.2 Such complaint or objection must be made within 10 days of Delivery of the Product, time being of the essence, after which time the Purchaser will be deemed to have accepted the Product and shall have no further ability to reject the Product.
- 5.3 The only grounds for rejection of the Products are defects in materials or workmanship, or that the Products supplied are not the Products described in the Purchase Order, or where sold from a sample, the Products supplied differ materially from the sample.
- 5.4 If the Purchaser wishes to lodge a complaint or objection the Purchaser shall follow the procedure set out in clause 12 below.

6. **Timeframes and Part Shipments**

- 6.1 The Vendor shall use its reasonable endeavours to meet the supply timeframes and targets for the Purchaser. If supply gets behind schedule, the Vendor shall use its reasonable endeavours to catch up on supply in ensuing months.
- 6.2 For the avoidance of doubt, delivery or performance dates in relation to the supply of Products are approximate only and, unless otherwise expressly stated, time is not of the essence for the delivery of Products. The Vendor will use reasonable endeavours to deliver the Products to the nominated port of shipment:
- (a) by the delivery date specified by the Purchaser in the Supply Agreement; or
 - (b) if no delivery date is specified in the Supply Agreement, within a reasonable time of the Purchase Order being accepted by the Vendor.
- 6.3 Delivery may be effected in one or more instalments. The Vendor accepts no responsibility for part shipments or any consequences or consequential losses arising from such delays.
- 6.4 For the avoidance of doubt, disruptions to supply schedules occurring due to Events of Force Majeure (which shall extend to include any disruption related to the COVID-19 pandemic, including disruption of supply of base materials, disruption to manufacturing processes including labour or machinery, or disruption to freight and logistics services), shall not result in liability of the Vendor to the Purchaser (or their agent or counterpart) of any kind, or in any way whatsoever.

- 6.5 The Vendor will not be liable to the Purchaser for any claim in respect of failure by the Vendor to Deliver the Product ordered. Consequential losses are specifically excluded, and all liability is limited in respect of the Products not delivered as set out in clause 15.

7. Force Majeure

- 7.1 The Vendor shall not be responsible or liable for failure or delay in the performance of its obligations (including, but not limited to delivery of the Products) where such failure or delay is occasioned by an Event of Force Majeure beyond the Vendor's reasonable control. The Vendor is not obliged to remedy any such circumstances.
- 7.2 If an Event of Force Majeure occurs, the Vendor may delay or cancel delivery of Products, or reduce the quantity to be delivered. If any Event of Force Majeure continues for a period of 15 days or more, then the Vendor will be entitled to terminate this Agreement or any Supply Agreement on written notice to the Purchaser. Such termination will be without prejudice to the accrued rights and remedies of either party, and the Purchaser will not be relieved of its obligation to pay any monies due and owing to the Vendor.
- 7.3 If the manufacture, supply or delivery of the Products is delayed by reason of or as a result of any act, omission, default or request by or on behalf of the Purchaser, the Vendor may, without prejudice to its other rights and remedies, require payment by the Purchaser of such portion of the price of the Products as represents the extent to which the Vendor has performed the terms of the relevant Supply Agreement or carried out work required by the relevant Supply Agreement or this Agreement up to the date such payment is required together with any expenses or additional costs incurred by the Vendor as a result of such delay. In the event of such delay continuing beyond a reasonable time, the Vendor may, without prejudice to its other remedies, terminate any Supply Agreement.

8. Risk of Loss and Title

- 8.1 The risk of any loss of or damage to or deterioration of the Product due to any cause whatsoever shall be borne by the Purchaser from Delivery.
- 8.2 The attention of the Purchaser is drawn to the fact that sensitive Product requires proper storage and display conditions to maintain quality and integrity and that certain Products may deteriorate if not stored and handled in the original sealed packages.
- 8.3 Title to the Product does not pass until all monies owing to the Vendor for or in connection with the Products have been paid in full, and until that time the Purchaser holds and deals with the Products as the Vendor's fiduciary bailee. The Purchaser must (at its cost) return the Products if asked by the Vendor.
- 8.4 Until title to the Product passes to the Purchaser, the Purchaser will hold the Product on the following terms:

- (a) the Product will be stored separately from other goods held by the Purchaser and will be clearly identifiable as the Vendor's property;
- (b) the Product will not be mixed with other goods or altered in any way;
- (c) the Product will be adequately stored and maintained in a satisfactory condition.

8.5 The Purchaser may resell (but may not deal in any other way with) the Product to a third party and pass good title to that third party on the following terms:

- (a) the sale is in the ordinary course of the Purchaser's business;
- (b) the Purchaser hold the proceeds of any resale on trust for the Vendor in a separate account in the joint names of the parties and the Purchaser will not mix those proceeds with any other money or pay the proceeds into an overdrawn bank account;
- (c) the Purchaser will account to the Vendor for the proceeds accordingly and will make good any shortfall in the amount due to the Vendor.

8.6 The Purchaser will not use the Product as security for any of its obligations, nor create any Encumbrance or adverse equity interest over or in the Product prior to the passing of title in accordance with this clause.

8.7 At the Vendor's request, the Purchaser will register any necessary charge over money or goods and take such other steps as are necessary to give effect to this clause.

9. Security

9.1 The Purchaser acknowledges and agrees that where the amount supplied on credit monthly exceeds \$5,000:

- (a) this Agreement constitutes a security agreement for the purposes of section 36 of the PPSA which is registrable on the PPSR; and
- (b) this clause 9 creates a security interest in all present and after acquired Products and any proceeds supplied by the Vendor to (or for the account of) the Purchaser as security for the Purchaser's obligations to the Vendor.

9.2 The Vendor shall be entitled at any time prior to the date of payment of the whole of the purchase price to repossess the Products and for such purpose the Purchaser hereby irrevocably authorises and empowers Vendor to enter upon any premises occupied by the Purchaser for the purpose of taking possession of the Products, and the Vendor is not liable to the Purchaser in any respect whatsoever for any loss or damage occasioned to the Purchaser by such repossession (except to the extent the Vendor causes such damage deliberately).

- 9.3 The Purchaser will:
- (a) sign any further documents and provide any further information, such information to be complete, accurate and up-to-date in all respects, which the Vendor may reasonably require to register a financing statement or financing change statement on the PPSR and ensure that any registration remains fully effective;
 - (b) indemnify, and upon demand reimburse, the Vendor for all expenses incurred in registering a financing statement or financing change statement on the PPSR or discharging any financing statement;
 - (c) not register a financing change statement or a change demand on the PPSR without the Vendor's prior written consent;
 - (d) give the Vendor not less than 30 days' prior written notice of any proposed change in the Purchaser's name and/or any other change in the Purchaser's contract details; and
 - (e) waive the Purchaser's right to receive a verification statement in accordance with section 148 of the PPSA.
- 9.4 The parties agree that sections 114(1)(a), 120(1), 122, 133 and 134 of the PPSA will not apply on the enforcement by the Vendor of any Security Interest created or provided for by this Agreement. The Purchaser waives any rights the Purchaser may have under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA on such enforcement.
- 9.5 Nothing in this Agreement will be construed as:
- (a) an agreement to subordinate a Security Interest or charge under this Agreement in favour of any person; or
 - (b) a consent by the Vendor to any other Security Interest attaching to (as "attach" is used in the context of the PPSA), or any other security subsisting over, any Products.
- 9.6 Where the Purchaser is not a New Zealand entity and/or is not operating in New Zealand this clause 9 will be read and construed in such manner as will enable the Vendor to utilise and take advantage of any similar law in the relevant jurisdiction which would enable the Vendor to take security over the Products while awaiting payment for those Products which have been supplied to the Purchaser on credit terms under this Agreement.

10. **Warranties and Limitation of Liability**

- 10.1 Before ordering the Product, the Purchaser must determine the suitability of the Product for its intended use by the Purchaser. The Purchaser assumes all risk and liability whatsoever in connection therewith.
- 10.2 The Vendor excludes all statutory or implied conditions and warranties to the fullest extent permitted by law. In particular, the Consumer Guarantees Act

1993 does not apply to any Product supplied to the Purchaser for business purposes.

- 10.3 Under no circumstances shall the Vendor be liable in any way, for claims, actions, demands, suits, losses, liability, costs or expenses of any kind howsoever caused, arising out of the use or inability to use any of the Product other than pursuant to any warranty provided in writing by the Vendor in respect of the Product.
- 10.4 The Vendor's liability under any condition or warranty provided in writing in respect of the Product or any condition or warranty which cannot be legally excluded, is limited (to the maximum extent permitted by law) to the cost of replacing the Product.
- 10.5 No warranty given by the Vendor in respect of the Product is valid unless given in writing.
- 10.6 The Vendor's liability in respect of consequential and resulting losses costs and damages are hereby fully excluded.
- 10.7 The Purchaser indemnifies the Vendor and its agents, employees, and contractors against any and all claims, loss, damage, cost, expense or third party claims suffered or incurred by the Vendor in connection with the use, sale, distribution, supply, delivery, packaging or storage of the Products, unless and except to the extent caused or contributed by the Vendor.

11. Assertion of Rights in Company Name and Labelling

- 11.1 The Vendor has intellectual property rights in the company name, logo, packaging and labels. The Purchaser acknowledges that it will not use the name of the Vendor or its logo in advertising, stationery, business cards, literature or in any other way without the prior written approval of the Vendor other than in the case of material supplied by the Vendor to the Purchaser. The Purchaser will not remove, obliterate or modify any of the labels on the Product unless permitted in writing by the Vendor.
- 11.2 All intellectual property rights in respect of the Products (except for any third party's intellectual property rights in the Products, designs for the labels and/or packaging) remain the Vendor's property at all times. The Purchaser may not obtain or claim any right, title or interest in or to the Vendor's intellectual property including trademarks.
- 11.3 Except as otherwise authorised by the Vendor in writing, the Purchaser will not use or seek to register any trade mark or trade name (including any trade name) which is identical to, confusingly similar to, or incorporates any trade mark or trade name, which the Vendor owns or claims rights in anywhere in the world. All goodwill in the Vendor's trademarks and Products ensures exclusively to the Vendor.

12. Rejected Product & Credit Claims Procedure

- 12.1 Clause 5 specifies the circumstances under which Product may be rejected and claims for adjustment of amount made to the Vendor. The following procedure has been established in the interest of facilitating the prompt handling of the Purchaser's claims.
- (a) Any claim for the rejection of Product must be made within 10 days of Delivery of the Product to the Purchaser.
 - (b) Claims for rejected Product and/or credit adjustment must be notified to the Vendor prior to the actual return of the Product. Claims may be made via mail or email provided sufficient detail of the reason for the rejection is given to the Vendor, including where possible photographic evidence of the alleged defects in materials and/or workmanship, or deviation from the description of Product in the Purchase Order or from the sample supplied.
 - (c) The Vendor will investigate the Purchaser's claim and, if the claim is accepted by the Vendor, it will nominate the transportation method for return of the Product and processing of claims for a refund credit or provide replacement Product at the Vendor's option. If the Vendor opts to refund the purchase price of the rejected Products the Purchaser's nominated account will be credited.
 - (d) All Product which is alleged by the Purchaser to be defective is subject, at the Vendor's option, to inspection at a laboratory of the Vendor's choice to prove justification of the claim. A decision in that regard will be made by the Vendor within one month of receipt of the Product and the decision of Vendor on this claim shall be final and conclusive.
 - (e) In all cases involving the return of Product, notification and prior written agreement by the Vendor for return of Product must be obtained from the Vendor prior to returning the Product. The Vendor will then nominate the transportation method. The Vendor will not accept freight forward charges.
 - (f) An order for non-standard products or non-standard sizes (especially manufactured items) and firm orders from an overseas source cannot be cancelled. Such Product will not be accepted by the Vendor for return or credit under any circumstances other than where the Vendor accepts that the Product is defective.
 - (g) Where any Product has been modified or converted from its original form by the Purchaser (e.g. split, printed, die-cut, laminated, etc) such altered Product will not be accepted for return by the Vendor.

13. Term and Termination

- 13.1 The term of this Agreement will commence on the date the signature page is executed by both parties and remain in force until terminated in accordance with the provisions of this Agreement.

- 13.2 The term of any Supply Agreement will commence on the Commencement Date and will either expire or terminate in accordance with the terms of that Supply Agreement or this Agreement.
- 13.3 If there are no outstanding Supply Agreements and no Orders under negotiation, then the Vendor may give not less than 30 days' notice in writing to terminate this Agreement.
- 13.4 The Vendor may give not less than 30 days' notice in writing to terminate this Agreement. On termination of this Agreement, the Vendor may, in its sole discretion, terminate any Supply Agreements that have not yet been fulfilled, and the Purchase will not be entitled to a refund of any deposit.
- 13.5 Either party may terminate this Agreement or any Supply Agreement immediately on written notice, if the other party:
- (a) ceases operations; or
 - (b) goes into liquidation or has a receiver or statutory manager appointed of any of its assets, becomes insolvent or makes any arrangement with creditors.
- 13.6 Either party (referred to as the **First Party** in this clause 13.6) may terminate this Agreement immediately on written notice, if the other party commits a material breach of this Agreement and:
- (a) that material breach cannot be rectified; or
 - (b) the material breach can be rectified but the party in breach has not rectified it to the First Party's satisfaction (acting reasonably) within 30 days of receiving notice from the First Party requiring the breach to be rectified.
- 13.7 Either party (referred to as the **First Party** in this clause 13.7) may terminate a Supply Agreement immediately on written notice, if the:
- (a) other party commits a material breach of that Supply Agreement and:
 - (i) that material breach cannot be rectified; or
 - (ii) the material breach can be rectified but the party in breach has not rectified it to the First Party's satisfaction (acting reasonably) within 30 days of receiving notice from the First Party requiring the breach to be rectified; or
 - (b) First Party has terminated another Supply Agreement and termination of that Supply Agreement has a material adverse effect on the Supply Agreement under consideration.
- 13.8 Subject to clause 13.4, termination of:
- (a) any one or more Supply Agreements will not affect the validity or enforceability of any remaining Supply Agreements or this Agreement;
 - (b) this Agreement will not affect the validity or enforceability of any remaining Supply Agreements, but no further Supply Agreements will be entered into between the parties.

- 13.9 Termination of any Supply Agreement or this Agreement will not affect the provisions of that Supply Agreement or this Agreement which are intended to continue, or should reasonably continue, after termination (whether expressly stated so or not). Termination will not affect any claim by either party against the other party arising out of any breach or failure under any Supply Agreement or this Agreement prior to termination.

14. **Confidentiality**

- 14.1 Each party undertakes to the other to keep confidential all information (written or oral) concerning the business and affairs of the other which it has obtained or received as a result of discussions leading up to entry into this Agreement or any Supply Agreement, or which it has obtained during the course of this Agreement or any Supply Agreement, except any information that is:
- (a) subject to an obligation to disclose under law, or that is required to be disclosed by any competent regulatory authority, by notice or otherwise;
 - (b) already in its possession other than as a result of breach of this clause 15; or
 - (c) in the public domain other than as a result of a breach of this clause 15.
- 14.2 Each party undertakes to the other to take all steps that are necessary from time to time to ensure compliance with the provisions of this clause 15 by its employees, agents and subcontractors.

15. **General**

- 15.1 Each party will bear its own costs and expenses in connection with the negotiation, preparation, execution, and implementation of this Agreement.
- 15.2 Each party will execute all documents and do all things as may be reasonably required to give effect to the terms and intentions of this Agreement.
- 15.3 This Agreement together with any Supply Agreements represents the entire agreement and understanding between the parties and supersedes all previous agreements, arrangements, or understandings, whether oral or written, between them relating to the subject matter of this Agreement.
- 15.4 This Agreement will not be deemed to create a partnership, joint venture, or agency relationship of any kind between the parties.
- 15.5 If any provision of this Agreement or Supply Agreement is or becomes illegal, invalid, or unenforceable for any reason, the relevant provision will be deemed to be modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision will be severed from this Agreement or Supply Agreement (as applicable). Any modification to or deletion of a provision in accordance with this clause will not affect the validity and enforceability of the remaining provisions of this

Agreement or Supply Agreement (as applicable) and they will continue in full force and effect.

- 15.6 The failure or delay of any party to exercise any right or remedy provided under this Agreement or any Supply Agreement or by law will not be interpreted as a waiver of that or any other right or remedy. If either party waives any default or breach of this Agreement or a Supply Agreement, this will not constitute a waiver of any other or subsequent default or breach. No waiver will be effective unless made in writing and signed by that party.
- 15.7 No amendment to this Agreement is to be effective unless it is in writing and signed by both parties.
- 15.8 The Purchaser may not assign, transfer or otherwise deal with this Agreement or any Supply Agreement, or any of its rights or obligations under this Agreement or any Supply Agreement, without the prior written consent of the Vendor, such consent not to be unreasonably withheld. A change of control of the Purchaser is a deemed assignment requiring the prior written consent of the Vendor in accordance with this clause.
- 15.9 This Agreement may be executed by the parties in counterparts, each of which when so signed will be deemed an original and such counterparts, when taken together, will constitute one and the same instrument. A party may enter into this Agreement by executing any counterpart.
- 15.10 This Agreement will be governed by and construed in accordance with the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of this Agreement.
- 15.11 Notices under this Agreement must be in writing. A notice must be delivered personally or sent by email, facsimile transmission or post to the other party at the addresses specified by that party from time to time. Any communication by email or facsimile transmission will be deemed to be received when transmitted to the correct email or facsimile transmission address of the recipient. Any other communication in writing will be deemed to be received when left at the specified address of the recipient or on the tenth day following the date of posting.
- 15.12 Address details for the Vendor:

Postal
Tamaki Group Limited
PO Box 9918
Newmarket
Auckland 1023
New Zealand

Physical
Level 6
135 Broadway
Newmarket
AUCKLAND 1149
New Zealand

Web www.tamakigroup.com

Commercial Director
Matthew Gilligan CA
+6421759059
+649 522 7955
mg@tamakigroup.co.nz

Director of Medical Applications
Charles Brothers



charlesbrothers@tamakigroup.com
+6421 277 3330

Execution

Ordering from TGL online via its website www.tamakigrouop.com, or by email shall constitute deemed acceptance of these terms and conditions set out here in.

Schedule 1: Ordering Process

Orders to be sent to:

Attention: Orders @ TGL

Email: orders@tamakigroup.com

Schedule 2: Bank Account Details

NZ Dollar Bank Account ASB Bank

TAMAKI GROUP LIMITED
12-3109-0127113-00