

These standard terms and conditions of purchase are incorporated into IVECO's Order, and in addition to any other terms contained in the Order, shall exclusively govern IVECO's Order. IVECO rejects any additional or different terms and conditions proposed by the Supplier at any time in any proposal, quotation, acknowledgement, acceptance, invoice or other document in whatever form presented by the Supplier and any such additional or different terms and conditions proposed by the Supplier shall be void and shall not form part of the agreement between the parties of the supply of products unless expressly agreed upon by IVECO by incorporation in the Order or expressly agreed upon by the parties entering into a separate Supplier Agreement on terms substantially in the form of the standard IVECO Supplier Agreement.

1. Defined Terms

1.1 Definitions.

The following terms as used in these Standard Terms and Conditions of Purchase (Standard Terms) shall have the meanings below:

Agreement means the Standard Terms, the Order and all documents attached to the Order.

Business Day means any day of the week, excluding Saturday and Sunday, other than a day which is a public holiday in New Zealand.

IVECO means IVECO Trucks Australia Ltd (NZBN 9429038904172), a registered overseas company of and includes its successors and assigns.

Delivery Address means the address stated in the Order, or as otherwise agreed in writing between the parties. and other land and places made or to be made available to Supplier by IVECO where the Products are to be delivered or where the Services and/or Works are to be performed.

Jurisdiction means New Zealand.

Materials means blueprints, drawings, data, samples, other technical information and documentation including but not limited to finished Products and other confidential information.

Moral Rights means rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed, and rights of a similar nature conferred by statute, that exist, or that may come to exist, anywhere in the world.

Order means the purchase order to which these Standard Terms are attached and/or incorporated by reference issued to Supplier by IVECO for the purchase of Products and/or supply of Services and/or performance of Works (as the case may be).

Party(ies) means jointly IVECO and Supplier and severally each of them, as the case may be.

Price means the amount payable by IVECO to Supplier set out in the Order.

Products means the product, including all components, raw materials and subassemblies of these supplied by Supplier to IVECO pursuant to the Order.

Services means the services set out in the Order and any services which having regard to the nature of the Order are reasonably to be implied.

Supplier means the party identified on the Order as the supplier of the Products and/or performance of the Services and/or Works.

Works means the whole of the Works to be performed under the Order, including variations provided for by the Order, which by the Order is to be handed over to IVECO.

For the avoidance of doubt, Works does not include the purchase of Products or the performance of the Services.

2. Agreement for Supply of Products and/or Services and performance of Works

2.1 The Order constitutes IVECO's offer to Supplier to purchase Products and/or perform Services and/or Works (as the case may be), and is not, nor shall the Order be construed to be, an acceptance of any offer of Supplier, notwithstanding any of Supplier's documentation to the contrary.

2.2 Supplier's acceptance of the Order occurs upon the earlier of:

2.2.1 Supplier's written acceptance of the Order;

2.2.2 Supplier's commencement of any work related to supplying the Products and/or performing Services and/or Works (as the case may be); or

2.2.3 Supplier's full or partial delivery of Products and/or performance of Services and/or Works.

2.3 Supplier's acceptance of the Order is expressly limited to these Standard Terms.

2.4 Supplier agrees to supply Products and/or perform Services and/or Works (as the case may be) in accordance with these Standard Terms, which constitute the entire agreement between the Parties for the supply of Products and/or performance of Services and/or Works (as the case may be) and supersedes any prior or contemporaneous negotiations or agreement related to the supply or performance.

2.5 Supplier acknowledges having access to these Standard Terms, including all terms incorporated by reference, whether located at a referenced website or otherwise.

3. Products, Services and Works

3.1 Supplier is solely responsible for and must supply the Products and/or Services and/or execute the Works with diligence and care and use best trade practices, standards of workmanship, professional skill and comply with all provisions under:

3.1.1 the Agreement;

3.1.2 all legislation, regulations, ordinances, codes (including the Building Code of New Zealand), licences and permits;

3.1.3 the requirements of all public, municipal and statutory authorities; and

3.1.4 all relevant New Zealand Standards.

3.2 Supplier will remove any tools, plant, equipment, materials, debris, and refuse relating to the supply of the Products and/or Services and/or undertaking of Works.

3.3 Until the Products and/or Services have been supplied at the Delivery Address and/or the Works completed to IVECO's satisfaction, Supplier will be solely liable for loss or damage to the Products, Services and/or the Works and all materials, equipment and temporary works required to supply the Products and/or complete the Services/Works (as applicable), except loss or damage caused by IVECO's negligence or wilful act or omission.

3.4 Supplier will comply with all of IVECO's relevant conduct policies, relevant Standards and industry codes prevailing in the relevant Jurisdiction when supplying the Products and/or Services or executing the Works.

- 3.5 Supplier along with its contractors and/or subcontractors shall abide by all employment and labour laws as well as the IVECO Code of Conduct (which can be found at <http://www.cnhindustrial.com>)
- 3.6 The Supplier must ensure that it and its employees, agents, subcontractors (of any tier) and their employees, agents and sub-subcontractors, engaged for the purposes of providing all or part of the Works:
- 3.6.1 comply with all applicable laws, regulations, codes and sanctions relating to the prevention and prohibition of modern slavery;
- 3.6.2 provide reasonable evidence of such compliance on request;
- 3.6.3 not engage in any activity, practice or conduct which would constitute an offence or be the subject of a penalty under the applicable laws, regulations, codes and sanctions referred to in clause 3.6.1;
- 3.6.4 if applicable, comply with IVECO's anti-slavery policies as published and updated by IVECO from time to time; and
- 3.6.5 provide such information and assistance as is reasonably required by IVECO to enable it to comply with requirements in clause 3.6.1, including, but not limited to, the preparation of a modern slavery statement.
- 3.7 When specified by IVECO in writing, Supplier must:
- 3.7.1 obtain all permits required for performing Services and/or executing Works; and
- 3.7.2 pay all fees and charges necessary for the performance of Services and/or Works.
- 4. Warranties**
- 4.1 Where Supplier is engaged for supply of Products, Supplier warrants that the Products:
- 4.1.1 will be supplied in accordance with Supplier's obligations under the Agreement;
- 4.1.2 are free from all charges, liens, and encumbrances, that Supplier has the right to sell the Products and that IVECO will enjoy quiet possession of the Products;
- 4.1.3 are new, of good merchantable quality and fit for the purpose or for which the Products are commonly supplied; and
- 4.1.4 are free from defects in design, material and workmanship.
- 4.2 Where Supplier is engaged for performing Services and/or Works, Supplier warrants that:
- 4.2.1 the Services will be supplied and/or the Work will be executed in accordance with Supplier's obligations under the Agreement;
- 4.2.2 tools, plant, equipment and materials used or supplied in connection with the Services and/or Works will be of good quality and fit for the purpose for which they are used; and
- 4.2.3 any sub-contractors engaged by Supplier will hold the relevant licences and/or certificates.
- 5. Delivery and Packaging**
- This clause 5 applies where Supplier is engaged under the Order to supply Products.
- 5.1 Requirements
- 5.1.1 Unless otherwise stated in the Order or as otherwise agreed in writing between the parties, Supplier must package and ship Products for delivery in accordance with IVECO requirements ensuring labels which comply fully with all legal requirements are attached and package contents such as part numbers, descriptions and quantities are clearly specified.
- 5.1.2 Supplier is responsible for requesting IVECO packaging and delivery requirements prior to shipping. If Supplier fails to request or abide by the packaging and delivery terms, IVECO may or may not accept the packaging and/or delivery charges of the supplier.
- 5.1.3 In the event IVECO fails to stipulate packaging and/or delivery requirements, Supplier shall package and/or deliver the Products in such a way as to comply with all laws and regulations and otherwise protect the Products from risk of loss and damage during shipment.
- 5.1.4 Supplier shall bear the cost of packing and marking for shipping the Products
- 5.2 Delivery Notice
- 5.2.1 At least five (5) Business Days before the delivery date specified in the Order, Supplier shall notify IVECO of the availability of Products packaged and ready for delivery at the Delivery Address.
- 5.2.2 The notification shall include the approximate weight and dimensions of the shipment(s), the Delivery Address and any other information requested by IVECO.
- 5.3 Changes Requested by IVECO
- 5.3.1 IVECO may at any time specify a change in the method of packaging or shipping or the place of delivery of Products.
- 5.3.2 If such change impacts the Price or timing of delivery, Supplier shall substantiate in writing the impact and IVECO and Supplier shall confer on any necessary adjustment to the delivery schedule.
- 5.4 Delivery Date
- 5.4.1 The Delivery Date in the Order shall be binding on Supplier with time is of the essence and IVECO may, from time to time, and with reasonable notice to Supplier, change or temporarily suspend delivery schedules specified in the Order.
- 5.4.2 IVECO is under no obligation to accept any shipment of Products arriving prior to the delivery date stated in the Order or any partial shipment of Products, and IVECO may at its option either return an early or partial shipment at Supplier's cost or accept such early or partial shipment and re-calculate the payment due date based on the later of the scheduled delivery date and the date the correct quantity of Products are delivered.
- 5.4.3 IVECO is under no obligation to accept Products in excess of the firm quantity stated in the Order, and IVECO has the right to reject any excess quantities, in which case IVECO may at its option either:
- 5.4.3.1 return the excess Products to Supplier at Supplier's expense; or
- 5.4.3.2 place the excess quantity into storage at Supplier's cost, including all handling and associated fees.

5.5 Failure to Meet Firm Delivery Date.

5.5.1 If Supplier fails to make Products available for shipment in accordance with a Firm Delivery Date specified in the Order, Supplier shall within no less than three (3) Business Days notify the material supply contact for IVECO referenced on the Order, or in the absence of such a contact, otherwise give IVECO written notice of Supplier's inability to make the Products available timely, and at IVECO's discretion, the Parties shall confer with the objective of developing a solution to Supplier's inability to meet these requirements.

5.5.2 This conference shall be made in an attempt to mitigate the damage caused to IVECO, and shall not constitute a waiver of any right or remedy available to IVECO due to Supplier's failure to meet the delivery date requirements specified by IVECO.

5.5.3 If Supplier is in delay of the delivery of any Products, or interrupts the continued supply of Products to IVECO, in addition to any other remedy available to IVECO under these Standard Terms or by operation of law, Supplier shall reimburse IVECO (and IVECO may charge back to Supplier) and Supplier shall indemnify and hold harmless IVECO from and against all costs and damages arising from or consequent to such delay, including, but not limited to that associated with the disruption of any manufacturing activities at IVECO's plants and facilities.

6. Prices and Payment Terms

6.1 Payment

6.1.1 The Price for Products/Services/Works (as applicable) will be as stated in the Order and will be in New Zealand dollars unless agreed otherwise by the Parties.

6.1.2 After the Products and/or Services are supplied or the Works are completed to IVECO's satisfaction, Supplier may submit an invoice to IVECO at any time for payment (Payment Claim).

6.1.3 If Supplier has supplied Services or completed Works, Supplier must also provide IVECO, as a precondition to payment, a signed written statement that all Supplier's subcontractors and employees have been paid all amounts then due for work under the Agreement, and if IVECO requires, a signed written statement regarding the full payment of all workers compensation premiums and payroll tax in connection with the Agreement.

6.1.4 Once Supplier has complied with the requirements of this clause, IVECO will pay Supplier the amount due on the 20th of the month following the date of the Payment Claim is received, unless another time for payment is agreed by Supplier and IVECO.

6.1.5 Supplier agrees that IVECO may set-off any amount which Supplier owes to IVECO against any amount that is due to Supplier.

6.2 GST

6.2.1 For the purpose of this clause, GST means any goods and services tax imposed by the Goods

and Services Tax Act 1985 and any associated legislation and regulations.

6.2.2 An amount payable by a party in respect of this Agreement for a taxable supply by Supplier, unless expressed to represent the GST inclusive price for the supply, represents the value of the supply and the recipient must, in addition and at the same time pay to the supplier the GST payable in respect of the supply.

6.2.3 A party is not required by clause 6.2.1 to pay GST on a taxable supply under the Agreement until given a valid tax invoice for the supply.

7. Product Specifications, Changes and Quality

7.1 Specifications

Products must be supplied and Services or Works must be performed (as applicable) by Supplier pursuant to the quality and technical specifications and designs approved by IVECO and provided to Supplier, all of which may be amended from time to time only with the proper written approval of IVECO.

7.2 Changes Requested by IVECO

7.2.1 At any time IVECO may request Supplier implement changes to the Product or Services or Works (as applicable).

7.2.2 Within fifteen (15) Business Days of receipt of such a request, Supplier shall notify IVECO in writing of any resulting Price increase or decrease.

7.2.3 Any Price decrease shall automatically become effective upon implementation of the change to the Product or Services or Works (as the case may be).

7.2.4 Any Price increase must be directly related to increased costs to Supplier caused by the change in Product or Services or Works (as the case may be).

7.2.5 IVECO must approve in writing any Price increase before the change is implemented. If Supplier fails to notify IVECO of a Price increase arising from the change, the Price of the affected Product or Services or Works (as the case may be) shall not be increased as a result of the change.

7.2.6 The Parties shall negotiate in good faith regarding the time period in which a change will be implemented; provided, however, if a modification relates to a safety issue then Supplier agrees to implement the requested change as quickly as possible

7.3 Changes Requested by Supplier

7.3.1 At any time Supplier may request permission from IVECO to implement a change to a Product or Services or Works (as the case may be).

7.3.2 Supplier shall provide IVECO with a minimum of fifteen (15) Business Days to review and IVECO may at its sole discretion, accept or reject the requested change.

7.3.3 Any change in a Product or Services or Works (as the case may be) and any resulting Price increase must be approved in writing by IVECO prior to implementation.

7.3.4 Any approved change to the Product or Services or Works (as the case may be) may require Supplier to re-qualify the Product or

Services or Works (as the case may be) at Supplier's expense to assure it complies with the technical specifications and design of IVECO.

7.4 Quality Standards

Supplier must meet the quality requirements communicated by IVECO to Supplier

8. Product Acceptance

8.1 IVECO shall not be deemed to have accepted any Product until such Product has been received at the Delivery Address and IVECO has had reasonable time to inspect the Products or, in case of a latent defect in the Products, until a reasonable time after the latent defect has become, or should have become apparent to IVECO. IVECO's inspection or failure to inspect Products, acceptance of Products, payment or use of Products shall not relieve Supplier of its obligations under this Agreement.

8.2 If any Products delivered to IVECO do not comply with clause 8 or otherwise do not conform to the provisions of this Agreement, IVECO shall have the right, at its discretion, to:

8.2.1 obtain from Supplier, free of charge, the replacement of such Products and/or the whole manufacturing batch to which they belong;

8.2.2 reject such Products, without replacing them, and require Supplier to repay the Price of such rejected Products in full; or

8.2.3 repair such Products, at Supplier's risk and cost.

8.3 In addition to the remedies under clause 8.2, and to any additional rights and remedies available to IVECO hereunder or under applicable law, IVECO shall have the right to claim damages for any costs, expenses or losses resulting from the non-conforming Products.

8.4 Upon Supplier's request, IVECO shall retain any rejected Product, for a period of two (2) weeks up to a maximum of three (3) weeks starting from its replacement or rejection, and make available to Supplier (at Supplier's cost and expense) any rejected Product. At the expiration of this period IVECO may scrap such rejected Products not collected by Supplier and charge the scrapping costs to Supplier.

9. Product Warranty

9.1 In addition to the warranties given by Supplier in this Agreement with regard to the Product, Services and/or Works, Supplier specifically warrants to IVECO and its affiliated companies, their authorised dealers and end use retail customers that Products will:

9.1.1 be of merchantable quality and fit for the particular purpose for which they are intended;

9.1.2 be free from any defects in design (if Product is a Supplier designed Product);

9.1.3 be free from any defects in material and workmanship; and

9.1.4 conform to the specifications, quality standards and other applicable standards provided by IVECO to Supplier.

9.2 The warranty period for the Product will be for 24 months from delivery of the Products to IVECO or for a longer period as stated in the Order.

9.3 Supplier also separately warrants that the Products shall be of good and clear title in which case warranty shall not be subject to expiration.

9.4 Supplier shall reimburse IVECO for warranty costs incurred by IVECO as a result of the breach of any warranty set forth in clause 9.1.

9.5 Where requested by IVECO, Supplier shall provide to IVECO a corrective action plan for Products that experience warranty failure which must be approved in writing by IVECO before being implemented by Supplier. To facilitate determination of an appropriate corrective action plan, IVECO may provide returned defective Products to Supplier.

10. Defects

10.1 Where Supplier is engaged to perform the Services and/or execute the Works, the defects liability period (DLP) will be for a period of 12 months from the date the Services or the Works (as the case may be) are completed in accordance with the Agreement.

10.2 Supplier must promptly rectify any defects notified by IVECO during the DLP.

10.3 If Supplier fails to rectify any defects within the timeframe notified by IVECO, IVECO may rectify the defects and the resulting cost incurred by IVECO will be a debt due from Supplier to IVECO.

11. Design

11.1 Where Supplier is required to undertake any design obligations as part of the Agreement, Supplier must:

11.1.1 deliver the design to IVECO for review; and

11.1.2 allow reasonable time for review of the design prior to the commencement of any work in respect of the design.

11.2 Supplier warrants that:

11.2.1 the completed design will comply with IVECO's intended purpose set out in the Order or as otherwise agreed in writing between the parties

11.2.2 all design obligations will be carried out by qualified, experienced and competent professionals;

11.2.3 all Materials comply with all legislative requirements and those of the Order or as otherwise agreed in writing between the parties and in each case are suitable and appropriate for their respective functions and purposes;

11.2.4 construction in accordance with that design will satisfy the requirements of the Agreement and that on completion the Works and provision of Products and/or Services (as applicable) will be fit for their intended purpose; and

11.2.5 the Materials, including the design, address the work, health and safety issues involved in the execution of the Works.

11.3 Supplier will remain responsible for all design and construction means, methods, techniques, sequences and procedures advised by Supplier in the Materials and employed by the contractor in performance of the Works or Services (as applicable).

12. Intellectual Property and Product Indemnity

12.1 Intellectual Property Rights (IPR) in or relating to the Materials provided by IVECO will vest in IVECO. IVECO will grant to Supplier an irrevocable licence in IVECO's Materials to use those IPR for the purpose of performing the Services or the Works (as applicable) under the Agreement.

12.2 Supplier will retain the IPR in any original ideas, equipment processes or systems created outside the terms of the Agreement and used in performing the

Agreement. Supplier will grant or cause to grant to IVECO an irrevocable licence to use such IPR for any purpose the Agreement is required for including any subsequent repairs to, or servicing supply of replacement parts, additions or alterations.

- 12.3 Supplier must ensure that they own the IPR in their Materials and the IPR in those Materials are capable of being vested with IVECO, and if not, Supplier must ensure IVECO is irrevocably licensed to use the IPR in those Materials.
- 12.4 Supplier must indemnify IVECO against liability, loss or damage arising out of the use of the Materials infringing the IPR of a third party.
- 12.5 Supplier must use its best endeavours to obtain from its relevant officers, employees, agents, contractors (including sub-contractors, sub-consultants and their employees and contractors) engaged in performing any part of the Agreement, consents and waivers in relation to their Moral Rights in any part of the Agreement.

13. Indemnity

- 13.1 Supplier must indemnify, defend and hold harmless IVECO, including its affiliates, subsidiaries and parent company and their respective officers, directors and employees of and from any and all damages, fines, penalties, and other liabilities (including legal fees and costs) arising out of or in connection with Supplier's:
 - 13.1.1 breach of this Agreement, any law, any statutory requirements, the supply of Products and/or Services or the performance of the Works;
 - 13.1.2 any claim which may be taken or made against IVECO for:
 - 13.1.2.1 personal injury to or the death of any person;
 - 13.1.2.2 loss or damage to any property arising out of in relation to the Products and/or Services and/or Works; and
 - 13.1.2.3 any infringement of a registered design, trade mark, copyright or other protected intellectual property right in respect of anything used or supplied by Supplier in relation to the Materials;
 - 13.1.3 breach of any warranty or representation given in relation to the Products, Services and/or Works;
 - 13.1.4 caused or alleged to have caused in the supply of Products and/or Services and/or Works (as the case may be),
 - 13.1.5 except where IVECO's negligent act of omission contributed to the liability loss, damage, claim, expense, in which case, Supplier's liability to indemnify IVECO will be reduced in proportion to that contribution.

14. Insurance.

- 14.1 Supplier must effect and maintain the insurances, stated in clauses 14.1.1 to 14.1.4, with insurers during the term of this Agreement and on terms approved by IVECO (which may not be unreasonably withheld):
 - 14.1.1 public liability insurance for at least \$20 million (as varied by notice from IVECO to Supplier);
 - 14.1.2 a contract works policy covering loss, damage to or destruction of the Works and/or the Products, as the case may be, for at least the amount stated in the Order (only required if

Supplier is to perform Works or install Products); and

- 14.1.3 professional indemnity insurance for at least \$5 million (as varied by notice from IVECO to Supplier) where Supplier is required to undertake any design as part of the Agreement.
- 14.2 Supplier must give IVECO copies of the certificates of currency for the policies listed in clause 14.1 at the time of acceptance of the Order and at the time of providing an invoice, and give IVECO any further evidence when asked to do so that it has complied with clause 14.1.
- 14.3 Supplier must notify IVECO immediately if any insurance policy required by clause 14.1 is cancelled or an event occurs which may allow a claim or affect rights under an insurance policy.
- 14.4 Supplier must not do anything which may affect rights under any insurance or which may increase IVECO's insurance premiums.
- 14.5 The Bodybuilder will comply with the requirements under the Accident Compensation Act 2001.

15. IVECO's Property

- 15.1 Drawings, Specifications, and Technical Information
 - 15.1.1 Drawings, specifications, photographs and other engineering and manufacturing information supplied by, or paid for in whole or in part by IVECO in connection with the supply of Products and/or Services or executing the Works shall remain IVECO's property, shall be treated as Confidential Information and shall be returned to IVECO upon completion of the Agreement or upon IVECO's demand.
 - 15.1.2 Unless otherwise stated in the Order or otherwise agreed to in writing by the Parties, no right or licence is granted under the Order to Supplier to use IVECO's property other than as required to perform Supplier's obligations under the Order.
 - 15.1.3 Any information that Supplier may disclose to IVECO with respect to the design, manufacture, sale or use of the Products, including, but not limited to drawings shall be deemed to have been disclosed as part of the consideration for the Order and Supplier shall not assert any claim (other than a claim for patent infringement) against IVECO for IVECO's use of such information.
- 15.2 Trademarks
 - 15.2.1 Supplier agrees not to use trademark, service mark, or trade name of IVECO or its affiliated companies in connection with Supplier's business except as specifically approved in writing by IVECO.
 - 15.2.2 Such approval is not required where items containing such marks or names are furnished by IVECO.

16. Termination

- 16.1 Termination without Cause
 - 16.1.1 IVECO may terminate the Order, in whole or in part, without cause at any time upon thirty (30) days advance written notice to Supplier.
 - 16.1.2 In the event of IVECO's termination under this clause 16.1, IVECO's sole liability shall be limited

to any outstanding payment as of the date of IVECO's termination notice for:

- 16.1.2.1 finished Products completed by Supplier in accordance with the firm Product quantities set forth in a Forecast and that fully conform to the requirements of these Standard Terms and the Order; and
- 16.1.2.2 any raw materials that remain in Supplier's inventory that were purchased by Supplier in accordance with the firm Product quantities in a Forecast at a price to be negotiated in good faith between the Parties (less, if applicable, any quantity of raw material that can be used by Supplier in the production of other products).

16.2 Termination for Cause

16.2.1 Upon written notice to Supplier, IVECO may terminate the Order, in whole or in part, without liability to Supplier except for payment due for Products delivered to and accepted by IVECO that fully conform to the requirements of these Standard Terms and the Order, and IVECO shall be entitled to all rights and remedies provided under these Standard Terms and applicable law upon the occurrence of any of the following events:

- 16.2.1.1 Supplier defaults on or fails to conform to the requirements of these Standard Terms or the Order;
- 16.2.1.2 Supplier becomes insolvent or voluntarily commences any proceeding or files any petition under any bankruptcy law, or seeks reorganisation or the appointment of a receiver, trustee, custodian, or liquidator for itself or an involuntary bankruptcy proceeding or petition is filed against Supplier under any bankruptcy law;
- 16.2.1.3 Supplier experiences a change in control by way of a sale through one or more transactions of substantially all of the assets of Supplier or the acquisition through one or more transactions of more than fifty percent (50%) of the voting stock of Supplier;
- 16.2.1.4 Supplier has a material adverse change in its financial condition as reflected in its monthly quarterly or annual financial statements, or
- 16.2.1.5 Supplier repudiates or takes any action evidencing its intent not to perform the Order (including threatening non-delivery of Products).

16.3 Supplier's Obligation on Termination

Upon the expiration or termination of the Agreement, Supplier must:

- 16.3.1 cooperate with IVECO to help avoid disruptions while the Products or Services or Works (as applicable) are resourced to another Supplier; and

16.3.2 cease all work under the terminated Agreement unless otherwise directed by IVECO.

16.4 Performance during Termination Notice Period

For the avoidance of doubt, the Parties are required to perform their respective obligations under this Agreement throughout a termination notice period.

17. Confidentiality

17.1 Confidential Information

"Confidential Information" means, to the extent not a Trade Secret (as defined below), information, including but not limited to conceptions, innovations, inventions, designs, manufacturing processes, mask works, software, ideas, data, production schedules and/or quantities, pricing information, financial information, specifications, marketing plans, business strategy, customer information and other technology, whether or not patentable, copyrightable, or susceptible to any other form of protection, which is provided by IVECO to Supplier, except for information which:

- 17.1.1 Supplier can show by contemporaneous written records was rightfully in the possession of Supplier prior to the date of the disclosure;
- 17.1.2 was in the public domain prior to the date of the disclosure;
- 17.1.3 becomes part of the public domain by publication or by any other means except an unauthorised act or omission by Supplier; or
- 17.1.4 is supplied to Supplier without restriction by a third party who is under no obligation to IVECO to maintain such information in confidence.

17.2 Nondisclosure

- 17.2.1 Unless IVECO otherwise agrees in writing, or as required under the Standard Terms or the Order, information disclosed by Supplier to IVECO shall not be deemed to be Confidential Information.
- 17.2.2 Confidential Information provided by IVECO to Supplier shall only be used by Supplier to manufacture Products for IVECO.
- 17.2.3 Supplier shall not disclose Confidential Information to any third party (except an employee who has a need to know) without the prior written consent of IVECO.
- 17.2.4 The obligation to maintain such information confidential shall remain in effect for five (5) years following expiration or termination of the Order.
- 17.2.5 Within forty-five (45) days of the expiration or termination date of the Order or upon demand by IVECO, Supplier shall return all Confidential Information to IVECO and all copies of it (in whatever form or medium)

17.3 Trade Secrets

- 17.3.1 "Trade Secret" means all information possessed by or developed for IVECO, including, without limitation, a formula, pattern, compilation, program, device, method, system, technique or process, to which all of the following apply:
 - 17.3.1.1 the information derives independent economic value, actual or potential, from not being generally known to or not being readily ascertainable by proper means by, other persons who

- can obtain economic value from its disclosure or use; and
- 17.3.1.2 the information is subject to efforts to maintain its secrecy that are reasonable under the circumstances.
- 17.3.2 During the term of the Order and after the termination of the Order, Supplier shall take all reasonably necessary actions to prevent unauthorised misappropriation, use or disclosure and threatened misappropriation, use or disclosure of IVECO's Trade Secrets, and, after termination of the Order, Supplier shall not use or disclose IVECO's Trade Secrets as long as they remain, without misappropriation, Trade Secrets.
- 17.3.3 The Parties agree that nothing in the Order shall be construed to limit or negate any statutory or common law of torts or trade secrets, where such law provides IVECO with broader protection than that provided herein.
- 17.3.4 Immediately and automatically upon the expiration or termination date of the Order, without any demand required by IVECO, Supplier shall return to IVECO all materials and information related to IVECO's Trade Secrets and all copies of it (in whatever form or medium).
- 17.3.5 Supplier shall not retain any copies of such materials or information.
- 17.4 Technical Information
- 17.4.1 Supplier grants to IVECO (together with its affiliates, authorised dealers, and customers) a nonexclusive, royalty free, irrevocable licence to rebuild and have rebuilt the Products purchased by IVECO under the Order.
- 17.4.2 Supplier will neither assert nor transfer to another a right to assert against IVECO, its dealers or customers of IVECO or its dealers, any copyright of Supplier that is applicable to any works of authorship furnished to IVECO in the course of Supplier's activity under an Order.
- 17.4.3 Other than as expressly included in these Standard Terms or an Order, all technical information disclosed by Supplier to IVECO in connection with the Products is disclosed on a non-confidential basis.
- 18. Survival**
- Neither the expiration nor the termination of the Agreement shall affect any rights of any Party which shall have accrued prior to the date of such expiration or termination, and in particular it is expressly agreed by the Parties that the obligations regarding warranty, indemnity and confidentiality shall survive the expiration or termination of the Agreement.
- 19. Force Majeure**
- 19.1 Neither Party shall be liable for a delay or failure to perform due to an event of force majeure, which shall include acts of God, governmental action, war, civil disturbance, riot, lockout, sabotage, embargo, natural disaster, pandemic or any other unforeseen condition beyond the control of either Party, and not due to either Party's negligence or wilful misconduct (Force Majeure).
- 19.2 The Party suffering an event of Force Majeure shall provide the other Party with prompt written notice and shall be excused from performing its obligations under the Order for so long as such condition persists, but shall not be excused from tendering partial performance if the same is possible.
- 19.3 IVECO, at its option, may acquire possession of all finished Products at the then current Product price and work-in-progress and raw materials produced or acquired for work under the Order at a price to be negotiated by the Parties in good faith in which case Supplier shall forthwith deliver such work-in-progress and raw materials notwithstanding that the price of such has not yet been determined.
- 19.4 If a Force Majeure event lasts for a period of thirty (30) days or more, IVECO may elect to terminate the Order upon written notice to Supplier.
- 20. No Agency**
- The relationship between IVECO and Supplier is that of independent contractors. Nothing contained in this Agreement shall be construed to create a principal-agent or employer-employee relationship between the Parties. Neither Party shall represent to others that it is the agent of the other.
- 21. Assignment**
- Supplier must not assign, novate or delegate, in whole or in part, any of its obligations under the Order without the prior written consent of IVECO.
- 22. General Terms**
- 22.1 Any term or condition contained in this Agreement that is declared unlawful or unenforceable by a court of competent jurisdiction shall not apply, and the unenforceability of any such term or condition shall not affect the enforceability of any other term or condition.
- 22.2 The failure of a Party to require strict performance by the other Party of any obligation under an Order or these Standard Terms shall in no way affect its right to require such performance at any time. No waiver by either Party of the breach of any provision of these Standard Terms or an Order shall constitute a waiver of any subsequent breach of the same provision, or any breach of any other provisions.
- 22.3 No remedy provided to IVECO in these Standard Terms shall be deemed exclusive of any other remedy allowed by law or equity.
- 22.4 Supplier shall not release any information concerning this Agreement or the Order or its business relationship with IVECO, to any third party, except as required by applicable law, rule, injunction or administrative order, without IVECO's prior written consent. Supplier shall not use IVECO's name, photographs, logo, trademark, or other identifying characteristics or that of any of its subsidiaries or affiliates without IVECO's prior written approval.
- 22.5 This Agreement and the Order are governed by and construed in accordance with the laws of New Zealand and each Party irrevocably and unconditionally submits to the non-exclusive jurisdictions of the courts of New Zealand (if the supply of Products and/or Services or the performance of the Works are performed anywhere in New Zealand).
- 22.6 Supplier represents and warrants that data and information supplied to IVECO in the form of a questionnaire or otherwise shall be true, complete and accurate as of the date provided and shall be delivered to IVECO in a timely manner. Supplier shall

inform IVECO of any changes to information or data previously supplied to IVECO within a reasonable amount of time of Supplier having knowledge of the change.

23. Environmental Laws

Supplier must, and must ensure its employees, agents, consultants, contractors, subcontractors and their respective employees and agents, comply with all laws (including without limitation any determination of a government authority) relating to the environment, including any laws in relation to land use, planning, pollution of air or water, soil or ground water contamination, chemicals, waste, use of dangerous goods, waste disposal, contaminated waste disposal, the transport of waste or contaminated wastes or to any other aspect of the protection of the environment or person or property (Environmental Laws) that relate to the Products and/or Services and/or Works.

24. Work Health and Safety

The Supplier must comply with all laws pertaining to the work health and safety applicable in supply of the Products or performance of the Services or execution of Works.