

1 APPLICATION

- 1.1.1 These terms apply to the provision of specified goods, services or both by the Supplier to ORIX for a period of 3 calendar years commencing on the date specified in the Schedule. Thereafter the agreement will renew automatically for further periods of one year until terminated in writing by either party.
- 1.1.2 If there is any inconsistency between these terms and the Schedule, the Schedule prevails.
- 1.1.3 The Supplier agrees to provide the goods, services or both in accordance with this agreement, any Key Performance Indicators, industry best practice and the ORIX Supplier Code of Conduct.

2 PLACING ORDERS

2.1 Quotes

- 2.1.1 On request by ORIX or an ORIX Customer the Supplier may provide ORIX with a quotation for the estimated costs of the required goods, services or both.
- 2.1.2 The estimated costs must be determined in accordance with the Agreed Supplier Rates attached to this agreement and as updated from time to time by the Supplier, provided ORIX is given at least 20 working days' advance notice of a change to the rates.
- 2.1.3 Each quotation is an offer by the Supplier to enter into a contract with ORIX for the provision of the required goods, services or both on the terms of this agreement.

2.2 Order

- 2.2.1 ORIX may accept the quotation in full or in part by reducing the scope of the goods and services requested. ORIX will reduce the scope of the goods, services or both requested by informing the Supplier which items in the quotation are not authorised.
- 2.2.2 The Supplier may withdraw its quotation in the event that ORIX exercises its rights under cl 2.2.1 to reduce the scope of the goods or services requested and the Supplier is reasonably of the view that this will affect the Supplier's ability to provide the requested goods, services or both.
- 2.2.3 ORIX may accept the quotation by providing an Order Number by phone or email and specifying the Approved Supplies.

2.3 Supplier acknowledgements

The Supplier acknowledges and agrees that:

- (a) a contract between the Supplier and ORIX in respect of the Approved Supply will only be formed when ORIX issues an Order Number to the Supplier;
- (b) in issuing an Order Number, ORIX has relied on the Supplier's skills, experience and

reputation as a provider of the goods, services or both; and

- (c) the Supplier's failure to obtain an Order Number may result in the Supplier's invoices not being paid on a timely basis or, if ORIX has not requested the relevant goods or services, at all.

2.4 Variations to orders

- 2.4.1 Following ORIX providing an Order Number, if the Supplier discovers that additional work is required, the Supplier must promptly notify ORIX of the additional work and the estimated costs of the additional work.
- 2.4.2 ORIX will notify the Supplier if it authorises the additional work and, if so, the additional work will form part of the Approved Supply.

2.5 Cancellation of orders

- 2.5.1 ORIX may cancel any order for an Approved Supply prior to provision of the requested goods, services or both.
- 2.5.2 If:
- (a) ORIX cancels an order for an Approved Supply;
 - (b) the Approved Supply involved a non-standard specification; and
 - (c) the Supplier has taken all reasonable steps to mitigate further expenses or costs following cancellation,

then, ORIX will compensate the Supplier for all reasonable actual costs incurred by the Supplier in modifying the Approved Supply to a non-standard specification. The Supplier agrees to provide ORIX with information supporting the claim of such costs.

- 2.5.3 ORIX will take all reasonable steps to re-allocate any Approved Supply to another ORIX customer prior to cancelling an Approved Supply.

2.6 Online transactions

- 2.6.1 ORIX may provide access to the ORIX Supplier Interface for the Supplier and other Users nominated by the Supplier in accordance with the [Supplier Online Terms](#).
- 2.6.2 The Supplier acknowledges that:
- (a) the Supplier Online Terms apply to the use of the ORIX Supplier Interface.
- 2.6.3 The Supplier will promptly notify ORIX in writing of any changes to the names or contact details of its Users.

3 INVOICES AND PAYMENT

3.1 Tax Invoices

Subject to clause 3.2, following completion of the Approved Supply and return of the vehicle to

ORIX or its Customer, the Supplier must issue a valid Tax Invoice to ORIX.

3.2 Buyer Created Tax Invoices (BCTI)

- 3.2.1 This clause 3.2 applies if the Schedule provides that BCTIs are to be used or if ORIX and the Supplier have otherwise agreed to the use of BCTIs in accordance with this agreement.
- 3.2.2 ORIX as the Recipient will issue BCTIs in respect of the Authorised Supply. The Supplier will not issue Tax Invoices in respect of the Authorised Supply.
- 3.2.3 ORIX warrants that it is registered for GST at the time of this agreement and undertakes to notify the Supplier if it ceases to be registered for GST or if it ceases to satisfy any of the IR's requirements for issuing BCTIs.
- 3.2.4 The Supplier warrants that it is registered for GST at the time of this agreement and undertakes to notify ORIX if it ceases to be registered for GST.
- 3.2.5 ORIX has the necessary information to determine the correct amount payable to the Supplier.
- 3.2.6 ORIX will provide the BCTI to the Supplier, and ORIX will retain a copy for its own records.
- 3.2.7 The Supplier acknowledges that it is responsible for retaining a copy of the BCTI for the purposes of meeting its own tax obligations.
- 3.2.8 The words **"Buyer created tax invoice – IR approved"** will be prominently displayed on the BCTIs issued by ORIX.

3.3 Payment by ORIX

- 3.3.1 ORIX will pay the Supplier in accordance with the Payment Terms. If clause 3.2 does not apply, payment will be subject to the Supplier providing ORIX with a correct and accurate Tax Invoice.
- 3.3.2 ORIX will not pay Tax Invoices that do not match the Agreed Supplier Rates or include unauthorised goods or services. Any such Tax Invoices will be returned to the Supplier for a credit.
- 3.3.3 Unless otherwise agreed ORIX will pay the Supplier using electronic funds transfer into the Supplier's bank account. The Supplier must provide ORIX with its bank account details at ORIX's reasonable request.
- 3.3.4 If ORIX pays the Supplier within the time periods specified in the Schedule, ORIX will be entitled to a Prompt Payment Discount (if applicable). Payment of the invoiced amount less the applicable Prompt Payment Discount will constitute payment of the invoice in full.

3.4 Disputed charges

- 3.4.1 ORIX will notify the Supplier of any disputed amount or item on a Tax Invoice as soon as reasonably practicable.

- 3.4.2 On resolution of a disputed charge, either:
- (a) the Supplier may issue a replacement Tax Invoice or a Credit Note; or
 - (b) if it is determined that the full amount claimed in the disputed Tax Invoice remains due, ORIX will pay the total amount outstanding to the Supplier in accordance with the Payment Terms or if that date has passed within 7 days of the resolution of the dispute.

3.5 Set-off

ORIX may apply any money owed by it to the Supplier, towards satisfaction of any amount owed by the Supplier to ORIX but, if it exercises this right, ORIX must promptly inform the Supplier in writing, providing details of the adjustment. If the Supplier wishes to dispute the adjustment the Supplier must inform ORIX of this in writing.

4 SUPPLIER'S PERFORMANCE

- 4.1.1 The Supplier warrants that the goods, services or both will be provided in a professional and workmanlike manner and will comply in all respects with the relevant designer, manufacturer and service provider requirements and specifications to meet the technical, engineering and regulatory requirements relevant to the purpose for which it was designed and manufactured and used.
- 4.1.2 The Supplier must not release a vehicle to ORIX or an ORIX Customer if, in the Supplier's reasonable opinion, it is not safe to do so. The Supplier must not do anything or allow anything to be done to a vehicle that would negatively impact on ORIX or an ORIX Customer successfully making a claim under a manufacturer's warranty.
- 4.1.3 The Supplier warrants to ORIX that:
- (a) it holds and will continue to hold all necessary licenses and permits for the conduct of its business;
 - (b) all work will be undertaken by people holding the appropriate certifications;
 - (c) all work will be undertaken in accordance with any guidelines issued by ORIX from time to time, including (if applicable) the Heavy Commercial Vehicle Workshop Guidelines; and
 - (d) plant will be properly maintained and only be operated by or under the direct supervision of those qualified to do so.
- 4.1.4 At ORIX's request, the Supplier must produce evidence of the maintenance and servicing of plant and of the qualifications of the operators of that plant.
- 4.1.5 The Supplier agrees to maintain the insurances specified in the Schedule and will provide ORIX with certificates of currency on request.
- 4.1.6 The Supplier must at all times during the term of this agreement and for a period of 7 years

thereafter maintain proper records in relation to all aspects of its performance of this agreement and its work for ORIX.

4.1.7 The Supplier consents to ORIX accessing the Supplier's premises (during or outside business hours) and agrees to comply with reasonable requests for information for the purposes of reviewing the Supplier's performance of this agreement and any supply of Approved Services. ORIX will provide such reasonable prior notice, having regard to the circumstances in which ORIX requires access and/or information.

4.1.8 The parties will meet at least twice in each year to review performance under this agreement.

5 WARRANTIES AND INDEMNITIES

5.1 Warranties

5.1.1 At the time of entering into this agreement and each individual order, each party warrants that it has all authorisations, consents and approvals necessary to enter into, and to perform its obligations under, this agreement.

5.1.2 At the time of entering into this agreement and each individual order, the Supplier warrants:

- (a) it has fully disclosed in writing to ORIX all facts which are material to the assessment of the nature and amount of the risk undertaken by ORIX in entering into this agreement; and
- (b) nothing in this agreement or the performance of this agreement will result in the Supplier being in breach of any other agreement whether with ORIX or a third party; and
- (c) except as disclosed in writing to ORIX from time to time, any credit or financial information provided to ORIX by or on its behalf is true, complete, correct and not misleading in any material respect as at the date of this agreement (or, if later, at the time it was provided) and neither its business nor its finances have suffered a material deterioration since that information was prepared.

5.1.3 If the Schedule states that at the time of entering into this agreement the Supplier is not a trustee, the Supplier warrants that it enters into this agreement in its own right and not as trustee of any trust or in any other representative capacity.

5.1.4 If the Schedule states that at the time of entering into this agreement the Supplier is a trustee, the Supplier warrants:

- (a) that it enters this agreement in its capacity as trustee of the trust named in the Schedule;
- (b) the Trust has been validly created and is in existence;
- (c) no action has been taken, or is proposed to be taken, to wind up or terminate the Trust or to distribute the property of the Trust;

(d) the Supplier has been validly appointed as trustee of the Trust and is the sole trustee of the Trust;

(e) no action has been taken, or is proposed to be taken, to remove the Supplier as trustee of the Trust;

(f) the Supplier has the power under the terms of the Trust to enter into and comply with its obligations under this agreement;

(g) the Supplier enters into this deed as part of the proper administration of the Trust for the benefit of the beneficiaries of the Trust;

(h) the Supplier has a right to be fully indemnified out of the assets of the Trust in respect of all of its obligations and liabilities under this agreement, subject to the terms of the Trust, and the assets of the Trust are sufficient to satisfy that indemnity; and

(i) if ORIX requests it will give ORIX copies of the trust deed that constitutes the Trust and any amendments to it.

5.1.5 If the Schedule states that at the time of entering into this agreement the Supplier is (or is not) a trustee, the Supplier must provide written notice to ORIX before changing that status.

5.2 Indemnities

5.2.1 The Supplier indemnifies ORIX and its officers, agents, employees and contractors, and will keep all of them indemnified, against all actions, claims, costs (including legal fees and disbursements), losses, damages and other liability that those indemnified may sustain or incur as a result or consequence of or in connection with:

- (a) a breach by the Supplier of a material term of this agreement, or an unremedied breach by the Supplier of a non-essential term of this agreement, (including a claim by any third party against ORIX in relation to that breach);
- (b) any negligent, unlawful, wrongful or fraudulent act or omission of the Supplier or of any of its officers, agents, employees or contractors in connection with this agreement;

(c) any loss of or damage to any property or injury to or death of any person caused by any negligent or fraudulent act or omission or wilful misconduct of the Supplier or any of its officers, agents or employees;

except to the extent that the liability the subject of the indemnity was as a result of negligent or fraudulent acts or omissions, or wilful misconduct, of ORIX or ORIX's agents or employees.

5.2.2 The indemnities in this agreement are continuing obligations; independent of the Supplier's other obligations under this agreement.

5.3 Limitations

- 5.3.1 Notwithstanding anything in this agreement, neither party will be liable to the other for any indirect or consequential loss or for any loss of goodwill, business or anticipated business, anticipated savings or for any business interruption, loss of data, or other indirect or consequential loss or damage whether or not that loss was, or ought to have been, contemplated by a party.

6 SUPPLY CHAIN MANAGEMENT**6.1 Supplier sub-contractors**

- 6.1.1 This clause 6.1 applies to all sub-contractors other than those referred to in clause 6.2.
- 6.1.2 The Supplier must take all reasonably practicable steps to ensure that:
- (a) its sub-contractors hold and will continue to hold all necessary licenses and permits to undertake the work;
 - (b) all work undertaken by its sub-contractors is undertaken by people holding the appropriate approvals, certifications and qualifications; and
 - (c) its sub-contractors have appropriate safety management systems.
 - (d) The Supplier is to provide ORIX evidence of its sub-contractors safety management systems at ORIX's request
- 6.1.3 The Supplier must have an appropriate sub-contractor audit program and provide evidence of such if requested by ORIX.
- 6.1.4 If requested by ORIX, the Supplier must procure its sub-contractors to enter into an agreement with ORIX for the use of the ORIX Supplier Interface.
- 6.1.5 The Supplier must ensure its agreements with sub-contractors place similar obligations on the sub-contractors as this agreement places on the Supplier in relation to compliance with laws, privacy and confidentiality, delivery time frames, and service standards.

6.2 Sub-contractors nominated by ORIX or an ORIX Customer

- 6.2.1 This clause 6.2 applies to a sub-contractor if:
- (a) the Supplier does not have a pre-existing relationship with the sub-contractor;
 - (b) ORIX or ORIX's Customer introduces the sub-contractor to the Supplier; and
 - (c) ORIX or ORIX's Customer directs that the Supplier use the sub-contractor.
- 6.2.2 Clause 6.1 does not apply to a sub-contractor as defined in this clause.
- 6.2.3 The Supplier must manage the engagement of the sub-contractor and must promptly notify ORIX of any matter or event that causes the Supplier to reasonably suspect that the sub-contractor may

not be willing and able to perform its obligations in accordance with industry best practice or under the Supplier's sub-contractor agreement.

6.3 Sub-contractors generally

- 6.3.1 If the Supplier is to issue an order to a sub-contractor (whether by way of a purchase order or otherwise), the Supplier must ensure the order is complete and accurate and correctly reflects the requirements of ORIX and ORIX's customer as communicated to the Supplier by ORIX and/or its customer.
- 6.3.2 The Supplier is responsible for managing sub-contractors and must take all reasonably practicable steps to ensure that all work is completed safely, on time and in accordance with all specifications, service level agreements and other applicable requirements.
- 6.3.3 The Supplier must notify ORIX as soon as reasonably practicable after the Supplier becomes aware of any matter or event that may delay delivery or impact on the safety, quality or specifications of the finished product.

7 PRIVACY AND CONFIDENTIALITY**7.1 Privacy**

- 7.1.1 The parties acknowledge that from time to time in order to perform their obligations under this agreement they may collect Personal Information about drivers or custodians of vehicles.
- 7.1.2 The Supplier warrants that any Personal Information it collects or otherwise accesses or processes in connection with performing its obligations under this agreement will be collected, used, disclosed and stored in a manner that complies with the Privacy Laws.
- 7.1.3 In performing this agreement the Supplier:
- (a) will not do or omit to do anything that will cause ORIX to breach the Privacy Laws; and
 - (b) will at all times treat Personal Information it collects or otherwise accesses or processes in connection with this agreement in a manner consistent with [ORIX's Privacy Policy](#).
- 7.1.4 The Supplier undertakes to take reasonable steps to ensure that its personnel are aware:
- (a) that ORIX may from time to time collect Personal Information about them in order to perform its obligations under this agreement; and
 - (b) of [ORIX's Privacy Policy](#).
- 7.1.5 Each party warrants that it has provided the appropriate notifications and procured the necessary consents to allow the other party to collect the Personal Information disclosed to it by the first party, and to allow the other party to use that Personal Information, as contemplated by this agreement and in accordance with the Privacy Laws.

7.1.6 The Supplier must:

- (a) notify ORIX as soon as reasonably practicable after becoming aware of any Security Breach;
- (b) co-operate with ORIX in relation to the investigation of any Security Breach, and in the resolution of any Security Breach to ORIX's satisfaction; and
- (c) to the extent permitted by law, promptly notify ORIX of any direction or request from a regulatory authority, or of any other third party legal process, relating to any Security Breach.

7.2 Confidentiality**7.2.1 The parties must:**

- (a) use Confidential Information of another party only for the purposes of this agreement; and
- (b) keep confidential all Confidential Information of another party except:
 - (i) as required by law or the rules of any stock exchange;
 - (ii) if the disclosing party has expressly consented;
 - (iii) if a disclosure is to a party's legal or financial advisers;
 - (iv) if a disclosure is to an assignee or transferee or proposed assignee or transferee of ORIX's rights, powers and remedies under this agreement; and
- (c) take all reasonable steps (but in no event less than the steps taken by the party to secure its own like Confidential Information or less than a reasonable standard of care) to secure and keep secure all Confidential Information coming into its possession or control.

7.2.2 If a party is required by law or the rules of any stock exchange to disclose any Confidential Information to a third person, before doing so, that party must (to the extent permitted by law):

- (a) notify the disclosing party; and
- (b) give the disclosing party a reasonable opportunity to take any steps that party reasonably considers necessary to protect the confidentiality of that information.

7.2.3 If a party discloses Confidential Information of another party in accordance with clause 7.2.1(b), that party must notify the third person that the information is confidential information of the disclosing party.**8 UNFORESEEN EVENTS****8.1.1 Subject to clause 8.1.2, a party affected by an event or circumstance (or both):**

- (a) which directly impedes that party in performing its obligations under this agreement; and
- (b) which is beyond the control of that party; and

- (c) where the event or circumstance and the effects of the event or circumstance could not have been prevented, overcome or remedied by the exercise of a standard of care and diligence consistent with that of a prudent and competent person under the circumstances,

will be excused from the performance or punctual performance of its obligations under this agreement for the duration of the event and to the extent that its performance is directly prevented or delayed by the event.

8.1.2 If a party is affected by an event of the type described in clause 8.1.1, that party must:

- (a) Notify the other party as soon as reasonably practicable after becoming aware of the relevant event; and
- (b) Take all reasonable steps to reduce the delay and to mitigate the consequences of the relevant event.

9 COMPLIANCE WITH LAWS**9.1 Workplace Health and Safety****9.1.1 The Supplier must at all times comply with all applicable health and safety laws, code of practice and standards (including those relating to any "chain of responsibility", the environment or similar obligations).****9.1.2 The Supplier must at all times ensure that its services are provided by personnel who hold appropriate approvals, certifications and qualifications, and the Supplier will provide such supervision so that the services are conducted safely.****9.1.3 The Supplier agrees to maintain an appropriate safety management system and will provide ORIX with a copy of the documents constituting its safety management system on request by ORIX. That safety management system will include an appropriate audit program and the Supplier will provide evidence of audits of its safety management system if requested by ORIX.****9.1.4 The Supplier, must if requested by ORIX, provide all assistance as necessary for ORIX to investigate any reportable incident for which the Supplier is required to give notice to a safety, heavy vehicle or environmental regulator.****9.2 Conflicts of interest**

If either party becomes aware that it or any of its Related Persons has, or may have, a conflict of interest in relation to the negotiation, conclusion or performance of this agreement, that party must notify the other party as soon as reasonably practicable after becoming aware of the conflict or potential conflict.

9.3 AML/CFT Laws and Sanctions Laws**9.3.1 Without limiting any other provision in this agreement, and notwithstanding any other**

provision to the contrary, no party is obliged to do or omit to do anything if that act or omission would, or might, in that party's opinion:

- (a) constitute a breach of any applicable AML/CFT Laws or Sanctions Law; or
- (b) allow the imposition of any penalty on that party or any Related Person of that party under any AML/CFT Laws or Sanctions Laws.

9.3.2 Without limiting clause 9.3.1, ORIX may:

- (a) give any information about any transaction or activity to any person authorised under an AML/CFT Law or Sanctions Law; or
- (b) withhold information about any transaction or activity or a report of such transaction or activity from the Supplier where that is required under an AML/CFT Law or Sanctions Law.

9.4 Anti-Bribery and Corruption Law

- 9.4.1 Each party acknowledges and agrees that it must not commit, authorise or permit any action which would cause it or another party or any Related Person of it or another party to be in violation of any Anti-Bribery and Corruption Law.
- 9.4.2 Each party must conduct its businesses in compliance with all applicable Anti-Bribery and Corruption Law and maintain policies and procedures designed to promote and achieve compliance with all applicable Anti-Bribery and Corruption Law.
- 9.4.3 A party (in this clause 9.4.3, the **first party**) must promptly notify each other party if the first party becomes aware of, or forms a specific suspicion of, any corruption with regard to the negotiation, conclusion or the performance this agreement.
- 9.4.4 The Supplier must provide ORIX with an annual declaration stating that the Supplier:
 - (a) has not engaged in any conduct that violates any Anti-Bribery and Corruption Law; and
 - (b) (in relation to the performance of this agreement) is not aware of any conduct that violates any Anti-Bribery and Corruption Law.

9.5 Modern Slavery

Each party will at all times comply with all applicable laws relating to Modern Slavery and operate in a manner consistent with the *New Zealand Bill of Rights Act 1990*, the United Nations Universal Declaration of Human Rights and the United Nations Guiding Principles on Business and Human Rights.

10 GENERAL PROVISIONS

10.1 Entire agreement

This agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes any previous written

understanding, agreement, representation or warranty between the parties in connection with its subject matter.

10.2 Variation

This agreement may only be varied by written agreement between the parties.

10.3 Governing law

10.3.1 This agreement is governed by and must be construed in accordance with the laws of New Zealand.

10.3.2 Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New Zealand in respect of all matters arising out of or relating to this agreement, its performance or subject matter.

10.4 Approvals

Where a party has a discretion or its consent or approval is required for anything, that party must, consistently with its rights and obligations under this agreement, not unreasonably withhold or delay our decision, consent or approval.

10.5 Notices and service

10.5.1 Unless otherwise agreed in writing and subject to clause 10.5.3, any notice or other communication required under this agreement must be in writing and directed to the recipient's address for notices as specified in the Schedule or hand delivered or sent by pre-paid post or fax to that address.

10.5.2 A notice or other communication given in accordance with clause 10.5.1 takes effect when received (or at a later time specified in the notice or other communication), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by post, 6 Business Days after the date of posting; or
- (c) if sent by fax, on receipt of a transmission report confirming successful receipt at the conclusion of the transmission, but, if the delivery, receipt or transmission is not on a Business Day or after 5.00 pm on a Business Day, the notice or other communication is taken to be received at 9.00 am on the Business Day after that delivery, receipt or transmission.

10.5.3 Court documents commencing legal proceedings may be served in accordance with this clause 10.5.

10.5.4 This clause 10.5 survives the expiry of the agreement term or termination of this agreement.

10.6 Assignment

10.6.1 The Supplier may not assign, transfer or novate any or all of its rights or obligations under this agreement to another person, unless:

- (a) ORIX has provided its prior written consent (such consent not to be unreasonably withheld or delayed); and
 - (b) the other person enters into any additional agreement reasonably required by ORIX.
- 10.6.2 The Supplier acknowledges that ORIX may assign, transfer or otherwise dispose of or deal with its rights, powers and remedies under this agreement at will. In the event that ORIX exercises its rights under this clause 10.6.2, however, the Supplier is not required to continue to provide quotations for goods, services or supply further goods or services under this agreement.
- 10.6.3 ORIX may disclose any information concerning the Supplier and this agreement to:
- (a) its associated entities;
 - (b) any prospective assignee or transferee and any other person considered by ORIX to be concerned in that assignment or transfer;
 - (c) any person who, as part of the arrangements made in connection with any transaction referred to in clause 10.6.2 requires such information after the transaction has been effected; and
 - (d) any person as permitted or required by law.

10.7 Waiver

In respect of any provision of this agreement:

- (a) a party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy;
- (b) a single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy;
- (c) a waiver of a breach does not operate as a waiver of any other breach; and
- (d) a waiver of a right power or remedy must be in writing and signed by the party giving the waiver.

10.8 Counterpart execution

This agreement may be executed in any number of counterparts. All executed counterparts constitute one document.

10.9 Severance

If a provision of this agreement is held by a court to be illegal, void or unenforceable, that provision will be severed from this agreement to the extent and in the manner that best gives effect to the remaining provisions.

10.10 No merger

The rights and obligations of the parties under this agreement do not merge on completion of any transaction contemplated by this agreement.

10.11 Provisions that remain binding after termination

- 10.11.1 Any provisions of this agreement which by their nature are intended to survive the expiry of the agreement term or termination of this agreement, will continue in full force and effect after that expiry or termination.
- 10.11.2 Termination of this agreement does not affect any rights, liabilities or obligations that a party has accrued before termination.

11 DICTIONARY

11.1 Definitions

In this agreement:

AML/CFT Laws means the Anti-Money Laundering and Countering Financing of Terrorism Act 2009, and any other anti-money laundering, proceeds of crime or counter-terrorism financing laws, regulations or rules whatsoever (including laws, regulations or rules that impose suspicious matter reporting obligations or "know your client" obligations) that apply to ORIX in any jurisdiction at any time in respect of this agreement or the Supplier.

Anti-Bribery and Corruption Law means:

- (a) any laws dealing with secret commissions, howsoever described, including the *Secret Commissions Act 1910*;
- (b) section 105(c) of the *Crimes Act 1961*; and
- (c) any other anti-bribery and corruption laws, regulations and rules whatsoever, including the *Bribery Act 2010* (United Kingdom) and the United States' federal *Foreign Corrupt Practices Act* (1977),

that apply to either or both parties in any jurisdiction at any time in respect of this agreement or the transactions contemplated under it.

Approved Supply means the goods and/or services approved by ORIX to be provided or carried out by the Supplier.

BCTI means a buyer created tax invoice within the meaning of the *Goods and Services Tax Act 1985*.

Business Day means 9.00am to 5.00pm on a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where a notice or other communication is received under this agreement.

Confidential Information means any technical, commercial, financial or other information of or about a party (including any information designated by a party as confidential) which is disclosed, made available, communicated or delivered to another party in connection with this agreement but excludes information which:

- (a) is in or subsequently enters the public domain other than as a result of a breach of this agreement;
- (b) was already lawfully in a party's possession before the date of this agreement and was not otherwise acquired from the other party directly or indirectly;
- (c) is lawfully obtained by a party from another person entitled to disclose such information;
- (d) is independently developed by a party without reference to the Confidential Information of the other party; or
- (e) is disclosed due to a legal requirement or order.

Credit Note has the meaning given in the Goods and Services Tax Act 1985.

Customer means any person or entity who has entered an agreement with ORIX for the lease of a vehicle, or a designated driver under such a lease agreement.

GST means goods and services tax chargeable in accordance with the *Goods and Services Tax Act 1985*.

IR means Inland Revenue.

Key Performance Indicators means any service standards or similar specified in the Schedule or otherwise agreed between the parties.

Modern Slavery includes forced labour, debt bondage, human trafficking, descent-based slavery, child slavery, forced and early marriage and similar conduct that is inconsistent with the New Zealand Plan of Action to Prevent People Trafficking, the United Nations Universal Declaration of Human Rights or the United Nations Guiding Principles on Business and Human Rights.

ORIX means ORIX New Zealand Limited NZBN 9429039400796.

Order Number means the number issued by ORIX when approving services.

ORIX Supplier Code of Conduct means a document or documents however entitled setting out ORIX's expectations for the conduct of its suppliers published on the ORIX Supplier Interface as amended from time to time.

ORIX Supplier Interface means any website or mobile application provided by ORIX to its suppliers that allows those suppliers to transact with ORIX, access information from ORIX and / or provide information to ORIX.

Payment Terms means the payment terms specified in the Schedule.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form, electronic form or otherwise, about an identified

individual or an individual who is reasonably identifiable and includes anything that is defined as personal information in the Privacy Laws.

Privacy Laws means the *Privacy Act 2020*, the *Unsolicited Electronic Messages Act 2007*, and any New Zealand legislation from time to time in force which affects privacy rights or Personal Information and any rules, regulations, codes, orders or other instruments issued under the *Privacy Act 2020* or any similar New Zealand legislation.

Prompt Payment Discount means a discount of the amount set out in the Schedule.

Recipient has the meaning given to that term in the *Goods and Services Tax Act 1985*.

Related Person means a director, officer, employee, agent, contractor or professional adviser of a party or of any of its related companies (as defined in the Companies Act 1993).

Sanctions Laws means the United Nations Act 1946 and all regulations, rules and Ministerial directions made under that Act, and any other economic or trade sanctions, laws, regulations or directions that apply to us in any jurisdiction at any time in connection with your or this agreement.

Schedule means the schedule attached to this document.

Security Breach means an actual, probably or reasonably suspected corruption, interference or loss or unauthorized access, use, modification, processing, disclosure or other misuse of Confidential Information or Personal Information, including without limitation a serious data breach or an eligible data breach within the meaning of the Privacy Laws.

Supplier means any or all of the persons or entities described in the Schedule and, if there is more than one, means each of them separately and every two or more of them jointly.

Supplier Online Terms means the ORIX electronic transactions terms and conditions (however entitled) published on the ORIX Supplier Interface as amended from time to time.

Tax Invoice has the meaning given to that term in the *Goods and Services Tax Act 1985*.

Trust means the trust described in the Schedule (if any).

User means a person authorised by the Supplier to transact with ORIX using the ORIX Supplier Interface.

11.2 Interpretation

In this agreement unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include any other gender;
- (c) references to a party include that party's executors, administrators, successors and permitted assigns;
- (d) a reference to a document or agreement is to that document or agreement as varied, novated, ratified, replaced or restated from time to time;
- (e) references to any statutory provision include any subordinate legislation under that provision and any provision replacing, amending or consolidating the original provision;
- (f) a reference to NZ\$, \$NZ, dollar or \$ is to New Zealand currency;
- (g) the expression "person" means a natural person, company, firm or other legal or commercial entity or undertaking;
- (h) the words "includes" and "including" or words of similar effect are not words of limitation;
- (i) any provision under which two or more persons are liable binds those persons jointly and severally;
- (j) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (k) in the interpretation of this agreement, no rule of construction applies to the disadvantage of us on the basis that it put forward the agreement or any part of it;
- (l) headings are for convenience only and do not affect the interpretation of this agreement;
- (m) references to this agreement include references to any agreement created under, or arising in the course of performing, this agreement; and
- (n) a reference to a law includes any law, principle of equity, statute and official directive of any government authority and a reference to a statute includes any rule, regulation, ordinance, by-law, statutory instrument, code, order or notice at any time made under that legislation.