

Part B - OfficeMax Conditions for Supply

- In this Part, "OfficeMax", "we," "us" or "our" means OfficeMax New Zealand Limited, the purchaser, and "you" means you, the Supplier.
- You will supply Products to our distribution centres, retail stores and direct to our customers (if applicable) on the terms set out below, as updated from time to time.
- These Conditions for Supply apply to all purchase orders issued by us. The latest version of this document is published on our website.

DEFINITIONS

Applicable Laws means all applicable legislation, regulations, bylaws, codes, standards and any other applicable rules (statutory or otherwise) in force from time to time, including (but not limited to) the Fair Trading Act 1986, Commerce Act 1986 and Health and Safety at Work Act 2015.

Business Day means Monday-Friday inclusive except for New Zealand statutory holidays.

Customer means a customer of OfficeMax.

Commercial Terms means the commercial terms of trade agreed between us and you attached to these Terms and referred to as "Part A - Commercial Terms".

Dispute means any dispute, difference, question or claim arising out of or in connection with these Terms, the subject matter of these Terms, or the formation of these Terms.

Event Beyond a Party's Reasonable Control means any event or occurrence beyond the control of the relevant party and which the relevant party could not take reasonable measures to prevent or mitigate the effects of.

GST means goods and services tax imposed under the GST Law.

GST Law means Goods and Services Act 1985 (as amended) and related law.

HS Laws means all relevant health and safety legislation and regulations in force from time to time.

Insolvency Event means in respect of a party to these Terms (other than for the purpose of solvent reconstruction or amalgamation):

- (a) a receiver, receiver and manager, liquidator, provisions liquidator, trustee, administrator, controller, inspector appointed under any companies or securities legislation, or similar official is appointed in respect of that party or any of its property, or any security over any substantial part of its assets is enforced;
- (b) the party ceases to carry on all or substantially all of its business, is unable to pay its debts when due, or is deemed unable to pay its debts under any law, or makes an assignment for the benefit of, or enters into or makes any arrangement or compromise with, that party's creditors or threatens to do so, or stops payments to its creditors generally;
- (c) the party is, becomes, or is deemed to be insolvent or bankrupt;
- (d) a distress, attachment or other execution is levied or enforced upon or commenced against any substantial part of its assets and is not stayed within 14 days;
- (e) anything having a similar effect to any of the events specified above happens under the law of any applicable jurisdiction; or
- (f) in the event that the party is an individual, anything having a similar effect to any of the events specified above happens in respect of that individual.

Intellectual Property means any patent, registered design, trade mark, copyright or any other industrial or intellectual property rights.

OfficeMax Delivery Guidelines means OfficeMax's delivery guidelines made available on the OfficeMax website or as otherwise provided.

OfficeMax Supplier Guiding Principles means the OfficeMax supplier guiding principles set out in Part C – OfficeMax Supplier Guiding Principles.

OfficeMax Supplier Standards means collectively our supplier standards comprising the OfficeMax Delivery Guidelines, the Product Content Style Guide and the OfficeMax Supplier Guiding Principles and any other standards as advised to you from time to time and as located on our website.

Products means any item sold to us under these Terms and pursuant to a purchase order.

Product Content Style Guide means OfficeMax's product content style guide made available on the OfficeMax website or as otherwise provided.

Rejected Products means Products which are (even after they have been accepted) defective, or are not in accordance with our specifications or do not meet the requirements under the purchase order.

Representative of a party includes an employee, agent, officer, director, auditor, advisor, partner, consultant, contractor or sub-contractor of that party.

Terms means Part A – Commercial Terms, Part B – Conditions for Supply, Part C – OfficeMax Supplier Guiding Principles and the relevant purchase order.

1. ENTIRE AGREEMENT

- 1.1. Part A – Commercial Terms of Trade, Part B – OfficeMax Conditions for Supply, Part C – OfficeMax Supplier Guiding Principles and any purchase orders constitute the entire agreement of the parties. If there is any inconsistency between any documents, the following order of precedence applies:
 - 1.1.1. Part A – Commercial Terms of Trade
 - 1.1.2. Part B – OfficeMax Conditions for Supply; (including Appendix A – Product Requirements)
 - 1.1.3. Part C – OfficeMax Supplier Guiding Principles; then
 - 1.1.4. the purchase order.

2. NO EXCLUSIVITY OR MINIMUM PURCHASE COMMITMENT

- 2.1. **Non-exclusive:** Unless otherwise agreed with us the relationship between us is not exclusive. We may purchase the Products from any other suppliers at any time and you are not required to exclusively supply us.
- 2.2. **No minimum commitment:** We make no minimum purchase commitment, whether in terms of dollar value, volume or type of Product or otherwise. We have no liability (in negligence or otherwise) with respect to projections or other information we may give you concerning our requirements for the Products.

3. PURCHASE ORDERS AND STOCK LEVELS

- 3.1. **Placing an Order:** We will provide a request for supply to you using an official OfficeMax purchase order with a unique reference.
- 3.2. **Order fulfillment:** Following receipt of a purchase order, you will:
 - 3.2.1. supply the Products in accordance with the purchase order. If, for any reason, you believe our purchase order is incorrect you will contact the OfficeMax Representative to advise any conflicting details and request an order amendment;
 - 3.2.2. comply with all Applicable Laws that apply to the performance of your obligations under these Terms;
 - 3.2.3. use all reasonable skill and diligence in accordance with best industry practices; and
 - 3.2.4. comply with all of our relevant policies in performing your obligations under these Terms, including but not limited to, the OfficeMax Supplier Guiding Principles.
- 3.3. **Pricing discrepancies:** If the pricing on a purchase order is different than your records, such discrepancies must be resolved prior to delivery. If delivery is completed, we will assume the price on the purchase order is correct.
- 3.4. **Adequate Stocks:** You must keep adequate stocks of Products to enable you to meet our reasonably anticipated orders and requirements. This is particularly important for Products in our

catalogues and agreed promotional Products.

- 3.5. **'A' Class SKUs:** You must at all times have stock of Product lines classified as 'A' Class SKUs by OfficeMax. These are Products with the highest demand from our Customers. We can provide a list of our 'A' Class SKUs to you on request.
- 3.6. **Products are unavailable:** If you do not have the required Products available for delivery as stipulated on the purchase order, you must notify us within one Business Day of receipt of the order via email with an accurate delivery date. We do not accept unauthorised substitution of line items. Where an alternative item is to be supplied, an amended purchase order must be authorised by the relevant OfficeMax Representative prior to supply.
- 3.7. **Compensation for Back Orders:** Where we incur Customer back-orders as a result of you failing to meet agreed order delivery timeframes, you will compensate us for the back-order delivery costs. The compensation will be as agreed on a case to case basis depending on number of back orders and potential loss of sales to OfficeMax.
- 3.8. **Stock-out Penalties – Promotions:** Stock-outs of agreed promotional products results in lost sales, customer dissatisfaction and non-compliance with the Fair Trading Act. By agreeing for products to be included in dated promotions, you accept responsibility for delivering the products within the timeframes set in the document 'Supplier Confirmation of Promotional Stock' (**Promotional Stock Confirmation**), sent to you prior to each promotion. Any late or short deliveries will incur damage payments as set in the Promotional Stock Confirmation document. You agree that the amounts of compensation agreed in the Promotional Stock Confirmation document are a reasonable pre-estimate of the loss and damage likely to be suffered or incurred by us as a consequence of being out of stock.
- 3.9. **Priority:** You will give us the degree of priority for availability, shipping and delivery of Products that is at least as favourable as the priority you give to any of your other customers. If you cannot satisfy all market demand for particular Products, you will give us the degree of priority that is at least as favourable as the priority you give to any of your other customers.

4. DELIVERY

- 4.1. **Time and place of delivery:** You will deliver Products to distribution centres in Auckland and Christchurch and the retail stores on a Free into Distribution Centre or Free in Store basis.
- 4.2. **Delivery Guidelines:** You shall comply with the guidelines set out in OfficeMax Delivery Guidelines for all deliveries to the distribution centres in Auckland and Christchurch.
- 4.3. **Direct Ship to Customers - Charges:** All charges applicable for delivery direct to a Customer must be set at the time of raising the purchase order. If you receive a purchase order that does not include all charges applicable for that purchase order or the pricing is incorrect, you must contact us and get an amended purchase order before the Products are shipped to the Customer. The amount on your invoice should match the final purchase order.
- 4.4. **Delivery Date:** You understand and agree that:
 - 4.4.1. The delivery date will be set at the time of raising the purchase order. If there is any change to the delivery date, you must advise us of the change as early as possible and propose a revised delivery date.
 - 4.4.2. If you are unable to meet the delivery date as agreed at the time of purchase order, we reserve the right to claim damages to compensate us for any loss of potential sales.
- 4.5. **Delivery enquiries:** You must respond to all enquiries related to estimated time of arrival, products and purchase orders within one Business Day.

- 4.6. **Direct Ship Information:** Products delivered directly to a Customer must be accompanied by an un-priced packing slip showing the following information:
- 4.6.1. OfficeMax's customer's reference;
 - 4.6.2. that the Products are supplied on behalf of OfficeMax;
 - 4.6.3. that OfficeMax will invoice for payment; and
 - 4.6.4. that OfficeMax's Terms and Conditions of Trade apply (refer to www.officemax.co.nz for details).
- 4.7. **Tracking:** You will provide us with track and trace details of all orders shipped to a Customer.
- 4.8. **SalesForce:** If you use the SalesForce Portal, you are required to:
- 4.8.1 log on daily; and
 - 4.8.2 communicate through SalesForce on all matters related to cases raised in SalesForce, purchase orders and invoices.

5. PRICING

- 5.1 **Net Price:** Prices are before rebates and discounts. The net price of an item is the price less all rebates, discounts and allowances of any kind (**Net Price**).
- 5.2 **Lowest Price:** You agree to supply Products at a Net Price lower than the lowest Net Price offered to any other of your customers with equivalent or lower purchase volumes than us.

In the event that you provide a Net Price to any other customer in breach of this clause, you will immediately adjust our Net Price to the lower amount and refund the difference in pricing since the date of the breach.

- 5.3 **Promotional Pricing:** You shall give us the same promotional pricing offered to any other of your customers where it is lower than the pricing offered to us.
- 5.4 **Price List:** You will provide us with a full price list upon request.
- 5.5 **No Other Charges:** We will not accept pallet charges, administration fees, drop ship fees, restocking fees or any other type of fee or charge.
- 5.6 **Freight:**
- 5.6.1 All prices, unless stated otherwise, are freight inclusive. If freight charges apply, then the supplier must state the freight prices separately.
 - 5.6.2 If you are a supplier of furniture products and your pricing is not inclusive of freight, then you need provide your freight charges in the format specified by OfficeMax. This information will become an input to the freight calculator software used by OfficeMax when quoting freight costs to customers. You must provide 30 days' prior notice of any changes to freight charges so that the freight calculator can be updated. You will honour the costs of any freight charges quoted to customers.

5.7 Price decreases

- 5.7.1 **Notification of Price Decreases:** You shall notify us of any price decrease and shall implement price decreases immediately.
- 5.7.2 **Price Protection Rebate:** If there is a price decrease on Products where we have inventory on hand purchased at a higher price, you agree to pay us a price protection rebate to bring the cost of these Products down to the new price level. We will run a report of actual current

on-hand inventory and debit you the difference between the actual price paid and the decreased price.

5.7.3 **Clearance Lines:** You will ensure that we are offered the chance to participate in the sale of any clearance lines.

5.8 **Price Increases**

5.8.1 Price increases only after 12 months: the price of a new Product will not increase from the initial purchase price, in the 12 month period following the purchase of that Product.

5.8.2 Where you wish to increase the price of a Product(s), the proposed price increase:

- (a) must be formerly presented in writing to the relevant OfficeMax Representative for approval on your company's letterhead, a minimum of 60 days in advance of the proposed pricing amendment (**Price Increase Notification**). This is to ensure we have sufficient time to renegotiate contracted Customer pricing. Price increases that do not meet this minimum requirement will not be accepted;
- (b) the Price Increase Notification must detail the price increases on an individual Product basis. A generalised price announcement is not sufficient;
- (c) proposed price increases will not be accepted or implemented unless expressly agreed to in writing by us. If invoice prices are increased without our written agreement, all invoices will be returned to you unpaid; and
- (d) agreed price increases will only be implemented on the following quarterly dates: 1 January, 1 April, 1 July and 1 October. Price increases will be implemented on the next quarterly date, provided a Price Increase Notice has been issued 60 days' in advance on the next quarterly date. For example, for a price increase to be effective on 1 July the proposed price increase should be sent to us no later than 1 May. Any increase to be effective outside of this timeframe will require the approval of Director Merchandise, New Zealand.

6 **REBATES AND DISCOUNTS**

6.1 **Commercial Terms:** Rebates and discounts (if any) are payable in accordance with the document Part A – OfficeMax Commercial Terms

6.2 **Reporting:** You will provide a monthly purchases and rebate report to us in the format requested by us by the third Business Day of each month. The report will also be completed in respect of each month and year as appropriate to support the payment of monthly and annual rebates.

6.3 **Credit Note:** You will provide a credit note consistent with the rebate calculated in clause 6.2 by the third Business Day of each month.

6.4 **Monthly Claims:** We will be able to claim, and you will pay, rebates owed on a monthly basis. Annual rebates will be included within the December month rebates. Rebates which are not paid by the due date will be deducted from other amounts due by us to you.

6.5 **Catalogues:** Rebates, discounts or other incentives may not include any component for catalogue or promotional advertising. You will work with us to determine the allocation of catalogue space and funding when responding to a request for submission to one of our catalogues.

6.6 **Price Protection:** You agree to price protecting existing promotional stock quantities and/or any incremental purchase quantities based on promotional forecasted sales. We will run a report of actual current on-hand inventory and debit you the difference between the actual price paid and the decreased price to bring the cost of these Products down to the new price level. The price protection amount will be actualised in the month following the promotional period. This price protection claim is in addition to any other promotional funding previously agreed between us and

you e.g. promotional rebate, co-op funding, long term incentives (LTI), etc.

7 INVOICING, DELIVERY DOCKETS AND PAYMENTS

- 7.1 **Monthly invoices:** You will submit monthly GST invoices to us for Products supplied during the preceding month. We will not be required to pay any invoices in respect of any Products which have not been received and inspected by us.
- 7.2 **Address for Invoices:** Invoices are to be sent directly to OfficeMax Accounts Payable
- 7.3 **Invoice Requirements:** All invoices must be for one order only, and must specify:
- 7.3.1 the amount payable and over what time period;
 - 7.3.2 the description of the Products and the quantity of the Goods;
 - 7.3.3 the date of the purchase order, purchase order number, and date of actual delivery;
 - 7.3.4 the invoice date;
 - 7.3.5 any backorders (which should not be charged until delivery - freight and delivery charges are not accepted); and
 - 7.3.6 Supplier GST number.

Invoices which do not meet the above requirements, or are received with a higher price than on the purchase order or are for Products in excess of those receipted by us will be returned to you unpaid. Payment will be withheld pending credit and re-issue of correct invoices.

- 7.4 **Payment:** Subject to clause 7.5, we will pay all properly rendered invoices less returns and any rebates which have not been accounted for by you, by the end of the second month following date of invoice unless otherwise agreed with us.
- 7.5 **Disputed invoices:** If at any time we either:
- a. dispute the dollar amount or details of an invoice; or
 - b. advise that the Products do not meet the standards prescribed by these Terms and such the invoiced amount for that Product is under dispute ("disputed amount"), we do not have to pay the disputed amount until the dispute is resolved. We will however pay any undisputed amounts set out in the invoice. If the disputed amount has already been paid by us, we can deduct such disputed amount from any moneys due to you. You may not, wholly or partially, suspend, cancel or withdraw the provision of the Products or terminate these Terms, if an invoice is disputed.
- 7.6 **Delivery Dockets:** An unpriced delivery docket for each order must be firmly attached to the outside of one carton for the relevant order.

8 GST

- 8.1 Each Product price stated in a purchase order and/or a tax invoice will be exclusive of any GST.

9 RISK, TITLE AND PERSONAL PROPERTY SECURITIES ACT 1999

- 9.1 **Risk:** We will not accept risk or loss of damage to the Products until they have been received and accepted at an OfficeMax location or a Customer's premises where the delivery was made direct.
- 9.2 **Title:** Title to the Products shall pass to us when the Products are received by us, whether at an OfficeMax location or a Customer's premises where the delivery was made direct.
- 9.3 **PPSA:** We do not grant to you a security interest in the Products under the Personal Property Securities Act 1999 and you will not register a financing statement in relation to the supply of Products on the Personal Property Securities Register (**PPSR**). You will immediately upon our

request remove any financing statement registered on the PPSR in relation to the Products.

10 RETURNS

10.1 We may return any Products due to the following reasons:

- 10.1.1 the Product is faulty or is not fit for the stated purpose;
- 10.1.2 the Product does not match the product description in the purchase order;
- 10.1.3 you have supplied a quantity in excess of the what is specified in the purchase order;
- 10.1.4 are new Products which do not reach any agreed sales forecast quantities in any given period;
- 10.1.5 are deleted from the OfficeMax range;
- 10.1.6 are nearing or have reached their "Expiry", "Best Before" or "Use By"; and/or
- 10.1.7 are discontinued by you.

10.2 For the Products identified to be returned, you will:

- 10.2.1 collect the Products at your cost within two Business Days of our request or we may at our option destroy the Product; and
- 10.2.2 provide a full financial credit without the deduction of any restocking fees or other charges.

10.3 If we agree to destroy the Product on your behalf, we may invoice you for the costs of destroying such Product and you will provide a full financial credit for the Product in accordance with clause 10.2.2.

11 REPAIRS

Products under warranty

11.1 Where a Customer requires the repair of a Product which is covered under the warranty terms, as determined by OfficeMax, the following will apply:

11.1.1 If we determine that the replacement cost of the Product is less than \$200, then the Product may be destroyed by us without consultation and you will provide a full financial credit for the related costs of destroying the original Product AND you will either

- (a) promptly provide a replacement Product that matches, or is greater than, the specifications of the current Product; or
- (b) provide a full financial credit for the original value of the Product and the related costs of destroying the original Product;

11.1.2 If we determine that the replacement cost of the Product is greater than \$200, or if the customer wants to get the product repaired we will submit to you a request for repair which you will respond to within one Business Day of us submitting such request (**Repair Request**). Upon receiving a Repair Request, you will either:

- (c) If the product is beyond economic repair, promptly provide a replacement Product that matches, or is greater than, the specifications of the current Product; or
- (d) provide a full financial credit for the original value of the Product and the related costs of destroying the original Product; or
- (e) repair the Product at your cost in accordance with clause 11.3.

11.1.3 You agree to indemnify us against all liabilities, losses, damages, costs and expenses

incurred or suffered by us as a result of a Product requiring repair while under warranty.

Products outside of warranty

11.2 Where a Customer requires the repair of a Product that is outside of the warranty terms, as determined by OfficeMax, we may contact you and request a quote for the repair of the Product. You agree to respond to such a request within one Business Day of us submitting such request, confirming whether or not you are willing and able to complete such repairs. Where you agree to repair a Product, you will do so in accordance with clauses 11.3 and 11.4.

Repaired products

11.3 Where you agree to repair a Product, you will:

11.3.1 detail the cost of the repairs if it is not covered under warranty;

11.3.2 will outline the scope of work to be undertaken;

11.3.3 set out the date on which a technician has agreed to have completed the repairs, such date to be within a reasonable timeframe; and

11.3.4 detail any charges which are not covered by the Product's warranty.

11.4 OfficeMax must approve the repair charges and complete a purchase order before you undertake the repair works.

12 RECALL AND WITHDRAWAL OF GOODS

12.1 **Notification of Recall:** You must immediately notify us as soon as you become aware that a Product is unsafe or may otherwise be required to be recalled or withdrawn.

12.2 **OfficeMax's actions:** If we receive notice of a Product recall from you, we may:

12.2.1 stop selling the Product to Customers;

12.2.2 destroy or dispose of the Product; and/or

12.2.3 recall or withdraw the Product.

12.3 **Supplier's obligations:** You will:

12.3.1 undertake and finance all the obligations of a Product recall or withdrawal required by you or any Government Agency that results from a Product's failure or for any other reason;

12.3.2 indemnify us against all liabilities, losses, damages, costs and expenses incurred or suffered by us as a result of us having to take any of the actions specified in this clause 12, including the reasonable additional costs incurred by us in purchasing products from another supplier; and

12.3.3 refund OfficeMax the full cost of all Products that are the subject of the product recall which are returned to the Supplier and the reasonable costs of destroying the Product.

13 SUB-CONTRACTING AND ASSIGNMENT

13.1 **Sub-contracting:** You must not sub-contract or otherwise arrange, wholly or partially, for the Products to be supplied, managed or represented by any other person without our prior written consent.

13.2 **Assignment:** You may not assign your rights under these Terms without our prior written consent.

14 WARRANTIES

14.1 General warranties: You warrant that you:

- 14.1.1 have the power and authority to enter into these Terms;
- 14.1.2 have and will maintain all necessary licenses, approvals, permits and authorities in relation to the supply of the Products to us;
- 14.1.3 will not damage the business, assets or reputation of OfficeMax or the goodwill of OfficeMax's customers, suppliers or other parties dealing with OfficeMax;
- 14.1.4 will use only appropriately skilled, qualified and experienced personnel to supply the Products;
- 14.1.5 will ensure that your personnel comply with all health and safety plans and procedures notified by us to you and otherwise comply with the Health and Safety at Work Act 2015; and
- 14.1.6 have disclosed in writing to us prior to the date of supplying any Products to us, any matters relating to the commercial, technical or financial capacity of your company that might materially affect your ability to perform any of your obligations under these Terms.

14.2 Warranties in relation to the Products: You must comply with our product quality requirements. Failure to meet the service levels increases costs, delays the sale of Products and can potentially result in the return of stock or loss of a Customer contract. You warrant that at each time you deliver a Product to us:

- 14.2.1 the Product conforms with the applicable purchase order;
- 14.2.2 the Product is of merchantable quality, free from defects in workmanship, design and materials;
- 14.2.3 the Product is suitable for the purpose for which the Product is intended to be used;
- 14.2.4 the Product complies with applicable quality and safety specifications;
- 14.2.5 the Product is not counterfeit nor has been fraudulently manufactured or sourced;
- 14.2.6 the Product complies with all Applicable Laws;
- 14.2.7 all representations that you make in relation to the Product whether to us or to any other person and including representations in advertising, promotion, on packaging and otherwise, are accurate and is not misleading or deceptive;
- 14.2.8 you have the title and the right to sell the Product to us, free of all encumbrances, and we will enjoy quiet possession to the Product;
- 14.2.9 you will ensure at all times that you have available facilities for the repair of the applicable Product; and
- 14.2.10 the Product does not breach the Intellectual Property rights of any third parties.

15 INSURANCE

15.1 Supplier insurance: You must have and maintain:

- 15.1.1 Public and Products Liability Insurance to a minimum of \$10 million total cover with at least \$1 million per occurrence; and
- 15.1.2 fully comprehensive motor vehicle insurance is in place for any motor vehicle of you or your Representative that will be taken onto any property occupied by us or any of our Customers,

such policies must be held with a reputable Australian or New Zealand insurer (as the case may require) and you must show evidence of the policy (e.g. a certificate of currency) upon our request.

- 15.2 **Manufacturer insurance:** Where you are not the manufacturer of the Products, you must also ensure that the manufacturer of the Products has insurance cover.

16 INDEMNITY

- 16.1 **Indemnity:** You shall indemnify us against any liability, damage, loss, cost or expense (including damage to property, plant or equipment) suffered or incurred by us as a direct or indirect result of:

16.1.1 any act or omission by you or your Representatives in breach of any warranty, undertaking or obligation under these Terms, any purchase order or any Applicable Laws;

16.1.2 any other act or omission, negligence or recklessness of you or your Representatives; and

16.1.3 any infringement or alleged infringement by the Products, or any materials and information provided by you under these Terms of a third party's Intellectual Property rights.

- 16.2 **OfficeMax's liability limited:** Our liability under or in connection with these Terms shall be limited to the Prices payable for Products.

17 TERMINATION

- 17.1 **Termination for cause:** A party (the **non-defaulting party**) may terminate these Terms in the following circumstances:

17.1.1 **Default:** by written notice to the other party (the **defaulting party**) if the defaulting party breaches any material obligation and in the non-defaulting party's reasonable opinion that breach is not capable of being remedied or, if the breach is capable of being remedied, the defaulting party fails to remedy that breach to the non-defaulting party's satisfaction within 48 hours after notice has been given by the non-defaulting party requiring such breach to be remedied.

17.1.2 **Insolvency:** if an Insolvency Event occurs in respect of the defaulting party.

- 17.2 **Termination for convenience:** We may further terminate these Terms with three months' written notice without cause. In such circumstances, your only entitlement shall be to receive payment for all Products supplied up until the date of termination and all outstanding purchase orders are also terminated as at that date.

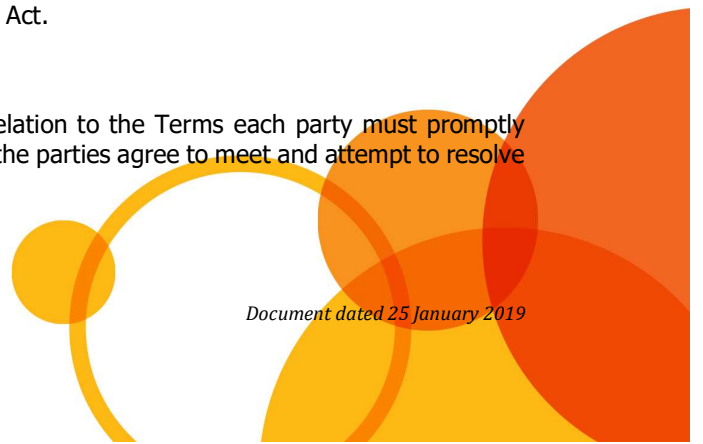
- 17.3 Termination of these Terms is without prejudice to any accrued rights of either party as at the date of termination.

18 CONFIDENTIALITY AND PRIVACY

- 18.1 Each party will keep confidential the terms of these Terms and any information a party learns about the other or the other's business in the course of carrying out its obligations under these Terms unless the other party gives prior written consent or unless disclosure is required by law or the requirements of any stock exchange. You must also handle any personal information which you collect or which you disclose in connection with these Terms in accordance with the Privacy Act 1993, as if you were an organisation bound by that Act.

19 DISPUTES

- 19.1 **Negotiation:** If a Dispute arises between us in relation to the Terms each party must promptly escalate the Dispute to a senior representative and the parties agree to meet and attempt to resolve the Dispute in good faith.



- 19.2 **Mediation:** If the Dispute cannot be resolved by negotiation under clause 19.1 within 15 Business Days, or such other time as agreed by the parties to the dispute in writing, the parties may then resort to mediation to resolve the dispute, before commencing legal proceedings. Mediation will take place using a single mediator. On a referral to mediation the parties will appoint a single mediator if they can agree on one. If they cannot agree, a mediator shall be appointed by the President of the New Zealand Law Society. The parties will seek to complete the mediation within 20 Business Days of the Dispute being referred to mediation. Costs of mediation will be shared equally between the parties. If a Dispute cannot be resolved by mediation, either party may terminate these Terms by notice in writing to the other party, or commence court proceedings.
- 19.3 **Continuance of Agreement:** Until the Dispute is resolved, the parties must continue to perform their obligations under these Terms to the extent those obligations are not subject of the Dispute and it is reasonably practicable to do so. This clause 19 does not prevent a party from obtaining urgent injunctive or declaratory relief.

20 EVENTS BEYOND A PARTY'S REASONABLE CONTROL

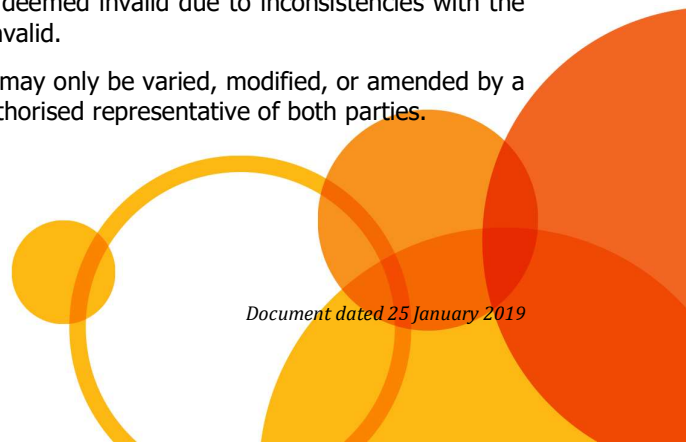
- 20.1 **Suspension of obligations:** Where an Event Beyond a Party's Reasonable Control prevents or delays a party from performing any obligation under these Terms, that obligation is suspended as long as the Event Beyond a Party's Reasonable Control continues. If the delay continues for a period of three months, we may terminate these Terms by giving you 30 days' notice.
- 20.2 **Purchase of alternative products and cancellation of orders during suspension:** We may immediately purchase products from another source and cancel any order as soon as an Event Beyond a Party's Reasonable Control prevents or delays you from performing any obligation on time under these Terms.

21 NOTICES

- 21.1 Any notice to be given under these Terms will be in writing signed by the party giving the notice and delivered to the address set out in the Commercial Terms, or to such other address as that party may elect by giving at least 5 Business Days written notice to the other.
- 21.2 Any notice or document will be deemed to be duly given or made:
- 21.2.1 if delivered by hand, when so delivered;
 - 21.2.2 if sent by email when actually received in readable form by the recipient; and
 - 21.2.3 if sent by post within New Zealand, on the second Business Day following posting, or if sent by airmail post (Fastpost) to or from an overseas destination, on the tenth Business Day following posting.

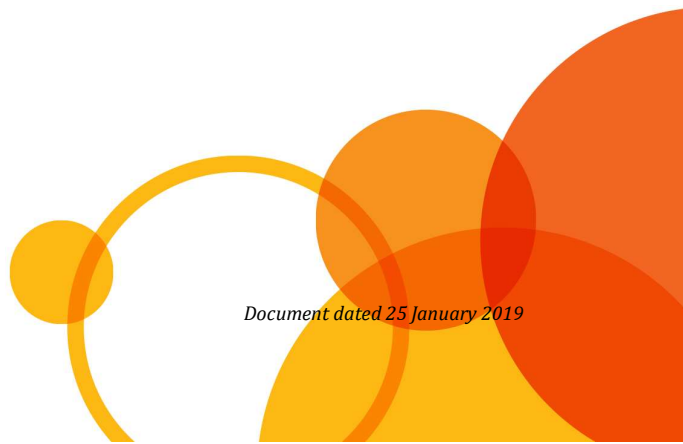
22 GENERAL

- 22.1 **Governing Law:** These Terms are governed by the laws of New Zealand.
- 22.2 **No waiver:** A failure, delay, relaxation or indulgence on the part of a party in exercising any right conferred upon that party by these Terms does not operate as a waiver of that right. No right under these Terms shall be deemed to be waived except by notice in writing signed by each party.
- 22.3 **Severability:** If any clause within these Terms is deemed invalid due to inconsistencies with the law, it will not render the entirety of these Terms invalid.
- 22.4 **Variations:** These Terms and any purchase order may only be varied, modified, or amended by a document in writing that has been signed by an authorised representative of both parties.





- 22.5 **OfficeMax Supplier Standards:** You will ensure that all of your Representatives who perform any work under these Terms are aware of and comply with all of our policies, requirements and restrictions notified to you in writing, including those set out in the OfficeMax Supplier Standards.
- 22.6 **Consumer Guarantees Act:** The parties agree that the Products are supplied by you to us for business purposes in terms of sections 2 and 43 of the Consumer Guarantees Act 1993 (CGA) and that the provisions of the CGA do not apply to the supply to us. The CGA will however apply to your obligations to Customers which are consumers (non-Business consumers) in respect of the Products.



APPENDIX A - PRODUCT REQUIREMENTS

1. **Product Training** You agree to assist OfficeMax to develop a regular programme of product training to Sales, Help Desk, Contact Centre and Retail staff.
2. **Product Information:** You agree to provide the following for all Products ranged by us:
 - 2.1. Accurate and timely Product information and data sheets.
 - 2.2. Digital images as per Digital Images Specifications Manual which is available on our website. Charges will apply if we have to amend the image to meet the specifications set out in the Manual. Supplier must use Vendor Path to submit images in a timely manner.
 - 2.3. Documentary evidence to substantiate all claims made in relation to a Product including (but not limited to) Product certification, environmental credentials and social compliance. Product claims and certifications will be displayed on the published media (print and digital) at our sole discretion.
 - 2.4. Please note that we will need at least 90 days' notice of any changes in Product specifications, deletions or agency changes.
3. **Private Label:** The following guideline will apply if you supply OfficeMax branded products:
 - 3.1. Products with an OfficeMax private label may be purchased from any supplier at our sole discretion.
 - 3.2. If you supply Products to us in private label packaging, you will not supply this product in OfficeMax packaging to any other person/ party.
 - 3.3. If you supply OfficeMax branded Products, you must comply with OfficeMax's Social Audit requirements as notified from time to time and as set out on the OfficeMax website.
4. **Product Deletions:**
 - 4.1. All Products featured in an OfficeMax Catalogue or the OfficeMax website are to be supplied on a sale or return basis and you agree to take back any Products that have been deleted from any OfficeMax Catalogue or the OfficeMax website at your expense.
 - 4.2. Where you delete or discontinue a Product, you will either take back the remaining stock of the deleted Product at your cost and credit us with purchase cost of the stock or assist us to clear the stock by providing price support.