

SUPPLY OF GOODS AGREEMENT

ACCEPTANCE OF AGREEMENT

1M GROUP trading as 1st Mechanical Ltd (NZBN 9429036948918) <i>and</i> 1st Maintenance Ltd (NZBN 9429036191673)	[insert full legal name here and add all details below] (“Supplier”)
Business address:	Business address:
Contact person and position:	Contact person and position:
Email:	Email:
Telephone:	Telephone:

THE AGREEMENT

The Supplier agrees to supply and 1M Group agrees to buy the Products on the terms specified in this Agreement.

ACCEPTANCE

The Parties agree to be bound by this Agreement, including all the attached Schedules.

For and on behalf of 1M Group: SIGNED: _____	For and on behalf of Supplier: SIGNED: _____
Name:	Name:
Position:	Position:
Date:	Date:

KEY TERMS

In this Agreement, words beginning with capital letters must be interpreted by reference to the use of those words as they appear in bold or as they are otherwise defined in this Agreement. Headings do not affect the interpretation of this Agreement.

TERM	DETAILS
1. PRODUCTS	The Products and Specifications are set out in Schedule One . <i>[Insert a brief description of the products here]</i>
2. TERM	Start Date: <i>[Insert Date]</i> End Date: <i>[Insert Date]</i> Renewal Period: <i>[Insert Date]</i>
3. PRICES	Prices are set out in Schedule Two .
4. SERVICE LEVELS & TRAINING	The Service Levels, Reporting Requirements and Training are set out in Schedule Three .
5. SPECIAL CONDITIONS	<i>[Insert any Special Conditions to this Agreement, including any exceptions/exclusions to the Terms and Conditions]</i> <ul style="list-style-type: none"> • Items ‘free-on-loan’: <i>[Insert details]</i> • Prompt payment discount: 1% off invoice if paid prior to the 20th of the month following the invoice date. • Ancillary services Provision of ancillary services (e.g. installation, commissioning, maintenance): <i>[insert here]</i>
6. RELATIONSHIP MANAGERS (Supplier)	Supplier: Name: Position: Email: Telephone:
7. RELATIONSHIP MANAGERS (1M Group)	1M Group: Name: Position: Email: Telephone:

Table of Contents

1. TERM	4
2. SUPPLY OF PRODUCTS	4
3. ORDERING OF PRODUCTS	4
4. ACCEPTANCE AND REJECTION OF PRODUCTS	5
5. PRICING AND PAYMENT	5
6. BEST PRICE GUARANTEE	6
7. RISK, TITLE AND SECURITY	6
8. SUPPLIER WARRANTIES	6
9. TRAINING FOR 1M GROUP STAFF	6
10. CONFIDENTIALITY & INTELLECTUAL PROPERTY	7
11. INSURANCE AND LIABILITY	7
12. DISPUTE RESOLUTION	7
13. TERMINATION	8
14. MODERN SLAVERY	8
15. ANTI-BRIBERY	9
16. NOTICES	10
17. GENERAL PROVISIONS	10
SCHEDULE ONE: PRODUCTS AND SPECIFICATIONS	12
SCHEDULE TWO: PRICE	13
SCHEDULE THREE: SERVICE LEVELS, REPORTING AND TRAINING	14

TERMS AND CONDITIONS

1. TERM

- 1.1. This Agreement commences on the Start Date and continues until the End Date, unless terminated earlier.
- 1.2. Before the End Date, 1M Group may renew the Agreement for the Renewal Period by giving the Supplier prior written notice.
- 1.3. Any renewal will be on the same terms and conditions, unless otherwise agreed in writing.

2. SUPPLY OF PRODUCTS

- 2.1. The Supplier must supply the Products to 1M Group in accordance with this Agreement and the Service Levels in Schedule Three.
- 2.2. The Supplier must provide reports demonstrating its performance against the Service Levels as required by Schedule Three.
- 2.3. 1M Group may request additional Products not listed in Schedule One. If the Supplier agrees in writing, those Products will be added to Schedule One, and the parties will agree on a Price and Specification in writing.
- 2.4. The Supplier must give 1M Group at least 60 days' written notice of any proposal to discontinue and replace a Product. Any Health and Safety implications of new or replacement Products must be notified to 1M Group.
- 2.5. The supply of Products under this Agreement is on a non-exclusive basis.

3. ORDERING OF PRODUCTS

- 3.1. 1M Group will order Products by issuing a purchase order ("Purchase Order").
- 3.2. Each Purchase Order will have a unique number which must be referenced in all related correspondence.
- 3.3. The Supplier must deliver the Products to the premises and on the delivery date specified in the Purchase Order.
- 3.4. The Supplier must promptly notify 1M Group of any circumstances that may delay or prevent the supply of Products in accordance with a Purchase Order or the Service Levels.

4. ACCEPTANCE AND REJECTION OF PRODUCTS

- 4.1. Signing a delivery note does not constitute acceptance of the Products.
- 4.2. 1M Group must inspect the Products within seven (7) working days of delivery. 1M Group must notify the Supplier of any obvious damage or defects.
- 4.3. If a defect is not discoverable upon initial inspection, 1M Group must notify the Supplier in writing within five (10) working days of its discovery.
- 4.4. If any Products do not meet the requirements of this Agreement, 1M Group may, by written notice:
 - (a) Require the Supplier to promptly repair or replace the Products; or
 - (b) Reject the Products.
- 4.5. If 1M Group is not satisfied with the Supplier's progress in repairing or replacing Products, 1M Group may:
 - (a) Reject the Products; or
 - (b) Arrange for a third party to repair or replace the Products, and the supplier must reimburse 1M Group for all costs incurred.
- 4.6. If 1M Group rejects Products, the Supplier must remove them from 1M Group's premises at the Supplier's sole risk and cost within twenty (20) working days. If the Supplier fails to do so, 1M Group may return the Products at the Supplier's cost.
- 4.7. If 1M Group rejects Products, 1M Group may require the Supplier to:
 - (a) Provide a full refund of the Price paid.
 - (b) Provide a credit against other invoices; or
 - (c) Replace the rejected Products with conforming Products.

5. PRICING AND PAYMENT

- 5.1. 1M Group will pay the Price for the Products as specified in Schedule Two.
- 5.2. The Price excludes GST but includes all freight, delivery charges, and other taxes.
- 5.3. Prices shall remain fixed for the first twelve (12) months of the Term. Thereafter, the prices are subject to annual variation on each anniversary of the Start Date in accordance with the indexation formula in Schedule Two. The Supplier must provide written explanation and evidence to support any proposed price change.
- 5.4. The Supplier must issue a valid GST invoice that complies with the Goods and services Tax Act 1985, quoting the relevant Purchase Order number.
- 5.5. 1M Group will pay undisputed invoices by the last working day of the month following the month the invoice is issued.
- 5.6. If 1M Group disputes any amount in an invoice, it will notify the Supplier in writing and pay the undisputed portion. The dispute will be resolved under Clause 14.

6. BEST PRICE GUARANTEE

- 6.1. The Supplier agrees to supply Products to 1M Group at a price no less favourable than that offered to its most favoured customer for similar products and volumes.
- 6.2. If 1M Group establishes that the same Products are available at a better price from the Supplier or another supplier in the market, the Supplier must supply the Product to 1M Group at that better price less a further 10% discount.

7. RISK, TITLE AND SECURITY

- 7.1. Risk in the Products passes to 1M Group upon completion of delivery to the specified location.
- 7.2. Ownership (title) in the Products passes to 1M Group once the Products are paid for in full.
- 7.3. The Supplier warrants that the Products are free from all security interests, liens, and other encumbrances. The Supplier agrees that it will not register a financing statement on the Personal Property Securities Register in relation to the Products supplied under this Agreement.

8. SUPPLIER WARRANTIES

- 8.1. The Supplier warrants that:
 - (a) Any manufacturer's warranty for the Products will be passed on to 1M Group.
 - (b) The Products will be of merchantable quality and fit for their intended purpose.
 - (c) The Products will comply with their description, the Specifications, and all applicable industry standards.
 - (d) It will immediately notify 1M Group if it receives notice of any regulatory non-compliance or investigation affecting the Products.
- 8.2. Health and Safety: The Supplier must comply with the Health and Safety at Work Act 2015 and all reasonable directions from 1M Group concerning health, safety, and site requirements when on 1M Group's premises and client premises. The Supplier must have its own Health and Safety Management Plan and provide proof upon request.
- 8.3. Statutory Guarantees: The parties agree that the Products are supplied and acquired in trade. For the purposes of the Consumer Guarantees Act 1993 and the Contract and Commercial Law Act 2017, the parties agree that it is fair and reasonable to contract out of those Acts, and this Agreement sets out the sole remedies in relation to the Products.

9. TRAINING FOR 1M GROUP STAFF

- 9.1 At its own expense, the Supplier will provide ongoing training to 1M Group staff on the use, safety, and maintenance of the Products as detailed in **Schedule Three**.

- 9.2 The Supplier will keep 1M Group regularly informed of any changes to the Products or new product development which may enhance the experience of the customer or result in improved business outcomes for 1M Group.

10. CONFIDENTIALITY & INTELLECTUAL PROPERTY

- 10.1. Each party must keep the other's Confidential Information confidential and must not use or disclose it except as necessary to perform its obligations under this Agreement or as required by law.
- 10.2. This obligation does not apply to information that is in the public domain, was already known to the recipient, or was independently developed.
- 10.3 Each party retains ownership of its own existing Intellectual Property rights.
- 10.4 Neither party will do anything which may prejudice or infringe the other party's Intellectual Property rights. This Agreement does not grant either party a licence to use the other party's Intellectual Property rights, except as strictly necessary to perform its obligations under this Agreement.

11. INSURANCE AND LIABILITY

- 11.1. Each party must maintain appropriate insurance for its risks and obligations under this Agreement and provide evidence upon request.
- 11.2. Each party (the "Indemnifying Party") indemnifies the other party against all direct losses arising from the Indemnifying Party's:
- (a) breach of this Agreement;
 - (b) negligent or wrongful act or omission; or
 - (c) fraud, dishonesty, or wilful default.
- 11.3. The Supplier specifically indemnifies 1M Group against any damage or loss caused by the Products or their proper use by 1M Group.
- 11.4. Clauses [11.2] and [11.3] apply during the Term of the Agreement or any Renewal Period and survives the termination or expiration of this Agreement.

12. DISPUTE RESOLUTION

- 12.1. In respect of any dispute between the Parties arising out of or in connection with this Agreement, the Parties shall first attempt to negotiate a resolution with a Senior Management Representative for each Party.
- 12.2. If negotiations fail, either party may refer the dispute to mediation. The mediator will be jointly appointed, or if agreement cannot be reached, appointed by the President of the New Zealand Law Society. The election to mediate is to be made within ten (10) working days of notice of the dispute or at any other time as agreed between the Parties.

- 12.3. If mediation is not elected or if mediation is unsuccessful, then the matter can be referred to arbitration if both parties agree in writing to this occurring. Such agreement must be reached within ten (10) working days after the Parties' right to elect mediation has elapsed or at the conclusion of the mediation process.
- 12.4. If arbitration is not elected pursuant to clause [12.3], then the dispute shall be resolved by the courts of New Zealand.
- 12.5. If there is a dispute, each Party must continue to perform its obligations under this Agreement as far as practicable given the nature of the dispute.

13. TERMINATION

- 13.1 Either party may terminate this Agreement immediately by written notice if the other party:
 - (a) Commits a material breach that is incapable of remedy;
 - (b) Fails to remedy a material breach within ten (10) working days of receiving notice to do so; or
 - (c) Becomes insolvent or enters liquidation.
- 13.2. 1M Group may terminate this Agreement for any reason by giving the Supplier at least 30 days' written notice.
- 13.3. On termination, the Supplier must complete all outstanding Purchase Orders and provide all reasonable assistance to 1M Group for a period of three months to ensure an orderly transition to a new supplier.

14. MODERN SLAVERY

- 14.1 The Supplier undertakes, warrants, and represents that:
 - the Supplier and its Personnel engaged in performing the Services comply with Modern Slavery Laws;
 - neither the Supplier, nor any of its Personnel, has:
 - committed an offence under the Modern Slavery Laws;
 - been notified that they are subject to an investigation or prosecution relating to an alleged offence under the Modern Slavery Laws; or
 - become aware of any circumstances within its supply chain that could give rise to an allegation of Modern Slavery;
- 14.2 The Supplier agrees to:
 - notify 1M Group immediately in writing if it becomes aware of, or has reason to believe that it, or any of its Personnel, have breached or potentially breached any of the Supplier's obligations under this clause 14. Any notice under this clause 14 shall set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations; and
 - comply with 1M Group reasonable instructions relating to any risks identified within its supply chain that could give rise to an allegation of Modern Slavery.

- 14.3 The Supplier agrees to fully and accurately complete and return (in a reasonably timely manner) any modern slavery due diligence questionnaire as reasonably required by 1M Group.
- 14.4 The Supplier confirms that it has received, reviewed, and agrees to comply with, all material terms of the OCS/1M Supplier Sustainability Code of Conduct (as annexed to this Agreement). The Supplier agrees to the 1M Group core expectation that all of its suppliers and contractors conduct business ethically, with integrity, and to effectively mitigate the risks of any modern slavery practices occurring throughout the entirety of its operations and supply chain.
- 14.5 Without in any way limiting the requirements that the Supplier must fulfil to comply with all material terms of the OCS/1M Supplier Sustainability Code of Conduct, the Supplier specifically acknowledges its commitment to:

Work collaboratively and cooperatively with the 1M Group to identify and rectify any gaps in the Supplier's existing approach to modern slavery risk assessment, supplier due diligence, and risk mitigation.

Seek to improve overall supply chain transparency with a particular focus on identifying and assessing areas with potential elevated risks and to go beyond the Suppliers' first- tier suppliers.

Share relevant information and insights (anonymised as is commercially appropriate) with 1M Group about any identified area of potentially elevated modern slavery risk in its supply chains, including the results of key supplier audits.

The Supplier acknowledges that 1M Group relied on the warranties in clause 14.1 when entering into this Agreement and that if, in the Principal's reasonable opinion, the Supplier breaches any warranty provided in clause 14.1, the Principal may terminate this Agreement under clause 13.1.

15. ANTI-BRIBERY

- 15.1 The Supplier shall during the term of this agreement:
- a) comply with all applicable laws, statutes, regulations relating to anti-bribery and anti- corruption.
 - b) abide by the principles set out in the OCS/1M Code of Conduct, and anti-bribery statement and other ethics policies as set out on OCS's website ocs.com/ocs-policies.
 - c) establish, maintain and enforce its own policies and procedures, to ensure compliance with clauses 15.1(a) and 15.1(b) throughout the term of this agreement;
 - d) notify 1M Group (in writing) if it becomes aware of any breach of clauses 15.1(a) and 15.1(b), or has reason to believe that it has received a request or demand for any undue financial or other advantage in connection with the performance of this agreement; and

- e) notify 1M Group (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier, and the Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this agreement.
- 15.2 The Supplier shall ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of the Supplier's obligations under this agreement do so only based on a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 15. The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the 1M Group for any breach by such persons of any of the Relevant Terms.
- 15.3 Breach of this clause 15 shall be deemed a material breach under clause 13.
- 15.4 Without affecting any other right or remedy available, 1M Group may terminate this agreement immediately by giving notice to the Supplier if the Supplier breaches the terms of this clause.
- 15.5 The Supplier will indemnify and hold 1M Group harmless from and against any liability, claims, demands or expenses (including, without limitation, legal or other professional fees) arising from or relating to the Supplier's non-compliance with this clause.

16. NOTICES

- 16.1 Notices must be in writing and sent to the recipient at the business addresses set out in the Key Terms. Notices are deemed delivered three Working Days after posting (if posted), upon receipt by an employee (if hand delivered), or upon confirmation of successful transmission (if sent by facsimile or email). A notice received after 5pm on a Working Day or on a day that is not a Working Day will be considered to be received on the next Working Day.

17. GENERAL PROVISIONS

- 17.1. **Governing Law:** This Agreement is governed by the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.
- 17.2. **Assignment:** The Supplier must not assign or subcontract its rights or obligations under this Agreement without the prior written consent of 1M Group.
- 17.3. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all previous communications. Any amendment must be in writing and signed by both parties.
- 17.4. **Set Off:** 1M Group is authorised to set off any amount owed to it by the Supplier under this Agreement against any amount payable by 1M Group to the Supplier.
- 17.5. **Waiver:** A failure or delay in exercising a right is not a waiver of that right.

- 17.6 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, it will be severed, and the remaining provisions will continue in full force.
- 17.7 **Precedence:** If there is a conflict between the documents forming this Agreement, the order of precedence is: (1) signed amendments, (2) the Key Terms, (3) the Schedules, (4) these Terms and Conditions.
- 17.8 **Force Majeure:** No Party shall be liable for any failure or delay in complying with any obligation under this Agreement if the failure or delay arises from a cause beyond that Party's reasonable control and without that Party's fault. The affected Party must promptly give the other Party written notice of the cause and use reasonable endeavours to mitigate its effects. If such a delay continues for more than thirty (30) working days, the other Party may terminate this Agreement by giving written notice.

SCHEDULE ONE: PRODUCTS AND SPECIFICATIONS

[Insert a detailed list of all Products to be supplied, including model numbers, descriptions, and technical specifications. This section must be clear and unambiguous.]

SCHEDULE TWO: PRICE

[Insert a detailed price schedule for all Products listed in Schedule One. Include unit prices, bulk discounts, etc.]

Price Indexation Formula

On each anniversary of the Start Date, Prices may be varied (increased or decreased) by mutual agreement, based on the percentage change in the New Zealand Consumer Price Index (All Groups) as published by Statistics New Zealand for the preceding 12-month period.

SCHEDULE THREE: SERVICE LEVELS, REPORTING AND TRAINING

Service Level Agreement

Performance Indicator	Description	Measurement	Target
Order Fulfilment Rate	Percentage of orders delivered in full.	(Orders in full / Total Orders) x 100	99.5%
On-Time Delivery	Percentage of orders delivered on or before the agreed delivery date.	(On-time orders / Total Orders) x 100	98%
Order Accuracy	Percentage of orders delivered with no errors (wrong product/quantity).	(Error-free orders / Total Orders) x 100	99.8%
Response Time	Time taken to respond to a query from 1M Group.	Time from query to acknowledgement.	< 4 business hours
[Other]	[Insert description]	[Insert Measure]	[Insert Target]

Reporting

The Supplier will provide 1M Group with a monthly report detailing its performance against the above Service Levels.

Training

The Supplier will provide:

1. Initial on-site training for relevant 1M Group staff upon commencement of this Agreement.
2. Refresher training annually or as reasonably requested by 1M Group
3. Training on any new or updated Products before they are supplied.