TERMS AND CONDITIONS (NZ)

INTRODUCTION

In these terms and conditions, 'SkyCity Entity' and 'SkyCity' means SkyCity Entertainment Group Limited or any of its subsidiaries, including (without limitation) SkyCity Auckland Limited, SkyCity Hamilton Limited and, Queenstown Casinos Limited.

These are the default terms and conditions under which SkyCity will purchase goods and/or services from a supplier. These terms and conditions are incorporated into all purchase orders issued by SkyCity. If a specific agreement is made between a SkyCity Entity and a supplier, the provisions of that agreement will supersede and take precedence over these default terms and conditions for the term of that agreement.

1. EFFECT OF TERMS AND CONDITIONS

These terms and conditions will take effect from the date they are accepted by a supplier (being when the supplier either signs the terms, confirms acceptance electronically, otherwise accepts the terms in any manner or commences performance of the relevant purchase order). In the event that the relevant SkyCity Entity procures goods and/or services by way of credit card, clauses 2 and 7 will not apply.

2. PURCHASE ORDERS AND PRICE

All goods delivered and/or services performed will be subject to a purchase order issued by the relevant SkyCity Entity. The relevant SkyCity Entity will pay the supplier the price(s) agreed between the parties as stated on the relevant purchase order, which will include:

(a) all taxes, duties and other statutory charges for which the supplier is liable;
(b) all amounts payable for the use of patents, copyrights, registered designs, trademarks and other intellectual property rights; and
(c) all charges for supply of the goods and/or services.

Unless otherwise agreed between the parties, the price for any goods will be on a 'free into store' (FIS) basis and the supplier will provide written notification to SkyCity (all price notifications will be emailed to purchasing@skycity.co.nz) of any proposed amendments to the price(s) at least 20 working days before the supplier intends the proposed amendments to become effective (acceptance of and agreement to any such amendments being at the relevant SkyCity Entity's sole option). Any amendments to the price(s) that are accepted and agreed to by the relevant SkyCity Entity will be effective on and from the first day of the next calendar month.

3. DELIVERY OF GOODS

Goods will be delivered to the relevant SkyCity Entity during agreed delivery windows and will be accompanied by delivery documentation which is acceptable to the relevant SkyCity Entity and which will include the relevant purchase order number(s). If the quantity and quality of the goods delivered appear to be correct on preliminary visual inspection (without unpacking the goods) by the relevant SkyCity Entity ("Proof of Delivery Check"), then the relevant SkyCity staff member of the relevant SkyCity Entity will sign the delivery documentation or an electronic proof-of-delivery device as may be the case ("Delivery Confirmation"). Where some or all of the goods are rejected at the Proof of Delivery Check, then the Delivery Confirmation will be amended or not signed as considered appropriate by the relevant SkyCity Entity. All goods delivered to the relevant SkyCity entity that have a shelf life must have a minimum remaining shelf life of sixty-five percent (65%) of their total original shelf life at the time of delivery, unless otherwise agreed in writing by the relevant SkyCity entity. Goods not meeting this requirement may be rejected at the relevant

SkyCity entity's discretion and returned or disposed of at the supplier's cost, without prejudice to any other rights or remedies available to SkyCity.

4. RISK, ACCEPTANCE AND TITLE IN GOODS

Upon signing of the Delivery Confirmation by the relevant SkyCity Entity, risk in the goods will pass to the relevant SkyCity Entity. In the event that any goods are delivered to the relevant SkyCity Entity in error and such goods are damaged whilst on the relevant SkyCity Entity's premises for whatever reason, the supplier will be liable for such damage, and will bear risk in such goods generally provided that the supplier is notified as soon as the relevant SkyCity Entity becomes aware, or should reasonably have been aware, of the incorrect delivery. The relevant SkyCity Entity will not be liable for any such damage and will not bear risk in any such goods.

Acceptance by the relevant SkyCity Entity of the goods will be subject to the relevant SkyCity Entity's carrying out a full inspection of the goods once they have been unpacked. The receipt or signature of the Delivery Confirmation will not constitute acceptance by the relevant SkyCity Entity of the quality or the quantity of any goods.

If any goods fail to comply with the requirements of these terms and conditions or fail to satisfy the relevant SkyCity Entity for reasonable cause, the relevant SkyCity Entity may accept some of the goods and reject the remainder of the goods; or reject all of the goods and decline acceptance of the entire delivery without further liability to the supplier.

Upon acceptance of the goods, the relevant SkyCity Entity will accept title in the goods and liability for payment for the goods. The relevant SkyCity Entity will report any defect to the supplier within 2 working days of such defect coming to the relevant SkyCity Entity's attention. In the event that the relevant SkyCity Entity requires replacement of any goods, the supplier will effect replacement within 1 working day of the defect being reported to the supplier, unless otherwise agreed in writing between the parties.

5. PERFORMANCE OF SERVICES

The supplier will perform the services for the relevant SkyCity Entity in accordance with agreed quotations and statements/scope of work prior to the services commencing, including any Key Performance Indicators (KPIs) and service standards, if applicable.

The supplier will maintain and submit time sheets where applicable on a monthly basis which will record the hours worked and relevant dates. If the fees are to be calculated otherwise than on the basis of an agreed charge per hour worked, then no fees will be chargeable or payable for absence due to illness, voluntary leave, or statutory, public or local holidays.

The supplier will comply with the relevant SkyCity Entity security access provisions and health and safety protocol including necessary supervision of the supplier's contractors where applicable while performing the services.

6. SUPPLIER'S OBLIGATIONS

The supplier warrants to the relevant SkyCity Entity that:

(a) it has obtained all rights and permits that may be required to sell the goods and/or perform the services to the relevant SkyCity Entity;
(b) it is the owner or licensee of all proprietary rights and intellectual property in the goods or services, is not in breach of any intellectual property rights of any third party;

(c) all rights, title, interest and ownership of any writing, invention or development arising out of, or in connection with, the provision of the goods and/or the services will be SkyCity's property and the supplier agrees to assign any intellectual property rights to SkyCity where applicable;
(d) the goods (if any) are of merchantable quality and are free from defects and services (if any) are performed with all reasonable care, skill and diligence and in compliance with the reasonable instructions of the SkyCity Entity's staff from time to time;
(e) the goods and/or performance of the services comply in all respects with the laws and regulations in force in New Zealand and services are performed with techniques of a high quality and standard and in accordance with best industry practices and in the timeframes required by SkyCity;
(f) it will fulfil its obligations as an Employer under the Health and Safety at Work Act 2015, including, but not limited to, ensuring that its personnel are qualified or trained in and comply with the relevant SkyCity Entity's Site Safety Procedures as may be made available by the relevant SkyCity Entity to the supplier (training to be at supplier's expense);
(g) it will comply with any warranties (including original manufacturers warranties, where applicable) for goods and/or services for warranty specified periods under the warranty conditions agreed to at the time of purchase;
(h) in supplying goods or services to the relevant SkyCity Entity it will endeavour to encourage ethical and environmental responsibility in accordance with the Corporate Social Responsibility policies and requirements of SkyCity as notified to the supplier from time to time (including but not limited to abiding by SkyCity's Ethical Sourcing Code and committing to embed environmental considerations within its company and supply chain by having a Science Based Target or equivalent in place (https://sciencebasedtargets.org/) As a minimum the supplier will comply with all applicable laws and regulations relating to the environmental impacts of their business and maintain procedures for notifying local authorities in the event of an environmental accident resulting from the supplier's operation. Supplier compliance with environmental law will include any international or applicable local laws affecting the source of materials and processes used to manufacture products. Performance standards should include but not be limited to waste management; packaging and paper; conservation; and energy use; and
(i) it will take specific measures to mitigate the risks of modern slavery (as that term is defined in the Australian Modern Slavery Act 2018 (Cth)) in its supply chain, and will provide SkyCity with reasonable evidence of such measures upon request from SkyCity

7. INVOICING AND PAYMENT

The supplier will submit invoices to the SkyCity Accounts Payable Team (accountspayable-akl@skycity.co.nz) within 3 working days after the end of each calendar month during which the goods and/or services are provided. Each invoice will state the supplier's delivery documentation reference number (if applicable), the relevant SkyCity Entity's purchase order number, the net amount payable, any discount given, and full details of the goods and/or services supplied to the relevant SkyCity Entity. All invoices will be tax invoices in accordance with current New Zealand tax legislation.

All invoices must be emailed to the SkyCity Accounts Payable Team (accountspayable-akl@skycity.co.nz), with the exception of goods delivered to the relevant SkyCity Entity's inwards goods department with accompanying priced delivery documentation/invoices, or as otherwise arranged through a specific agreement between a SkyCity Entity and the supplier.

The relevant SkyCity Entity will pay the supplier's invoices on or before the 20th day of the month following the date of the invoice to the relevant SkyCity Entity for the goods or services supplied during the previous month, provided that invoices are received in accordance with this clause. The relevant SkyCity Entity will not be responsible for any taxes, duties or penalties payable, except for any applicable GST.

Failure by the relevant SkyCity Entity to dispute any invoice prior to payment will not prejudice the relevant SkyCity Entity's right to dispute subsequently the correctness of such invoice. If any SkyCity Entity has any claim against the supplier, the amount of that claim may be set off against any amounts due or becoming due under any purchase order made out to the supplier by the relevant SkyCity Entity.

8. STATUTORY REQUIREMENTS

The supplier will comply with the requirements of all Acts of New Zealand and with the requirements of all ordinances, regulations, by-laws, orders and proclamations made or issued under any such Act or ordinance, and with the lawful requirements of public and other authorities in any way affecting or applicable to the relevant SkyCity Entity's premises or the type of good or service being provided. For the avoidance of doubt these terms and conditions are governed by the laws of New Zealand and the parties submit to the jurisdiction of the Courts of New Zealand.

9. SECURITY INTEREST

The supplier agrees that, notwithstanding whether or not these terms and conditions or any purchase order creates a security interest (as that term is defined in the Personal Property Securities Act 1999) in any goods supplied to a SkyCity Entity, it will not register a financing statement on the Personal Property Securities Register against any SkyCity entity.

10. ADVERTISING

The supplier will not claim that any SkyCity Entity endorses its business or activities, or use any SkyCity Entity's name or logo in advertising the supplier's business or activities, without the express prior permission in writing of that SkyCity Entity, and will comply with any and all terms and conditions upon which such permission is granted.

11. INDEMNITY

The supplier agrees to be liable for and agrees to indemnify SkyCity from and against any and all loss suffered or liability, claims, actions, damages, fees and expenses (including reasonable legal fees on a solicitor/client basis but excluding any indirect or consequential losses) suffered or incurred by SkyCity arising directly out of or in consequence of any breach of these terms and conditions by the supplier and/or any negligent, malicious or deliberate act or omission by the supplier. This indemnity does not apply to the extent that SkyCity's loss is directly attributable to the negligence or willful default of a SkyCity Entity in the use of a product and/or service.

12.INSURANCE

Unless otherwise agreed by SkyCity in writing, the supplier will effect and maintain at its own expense:

(a) a public liability insurance policy which will have a limit of indemnity of not less than ten million dollars ($10,000,000) per occurrence, loss or incident and a limit of indemnity with respect to product liability of not less than ten million dollars ($10,000,000) in aggregate per calendar year, unless otherwise agreed through a specific agreement between a SkyCity Entity and a supplier;
(b) a professional indemnity policy (where the supplier is providing professional services) with a limit of indemnity of not less than $2,000,000 per occurrence, loss or incident; and
(c) a motor vehicle third party liability insurance policy in respect of damage to SkyCity or third party property with a minimum limit of indemnity of $2,000,000 for any one claim.

The supplier will ensure that any subcontractors effect similar insurance. All insurance policies effected under this clause will be effected with a reputable insurer and available for inspection by SkyCity on reasonable notice being given.

13.FORCE MAJEURE

Neither party will be liable to the other for any delays or non-performance of contractual obligation under these terms and conditions caused by a force majeure event (being any event beyond the reasonable control of the party affected by it, in consequence of which that party cannot reasonably be required to perform its obligations under these terms and conditions), provided that each party has taken all reasonable steps to minimise any loss, damage or delay resulting from a force majeure event. Where a force majeure event continues for a period of 10 working days or more SkyCity will be entitled to cancel or terminate any purchase order without further liability to the supplier (including liability for any work in progress but excluding liability for services supplied and goods delivered and accepted by SkyCity as at the date of termination).

14. DISPUTES AND MEDIATION

If any dispute arises between the parties concerning the purchase of goods and/or services, then the parties will meet to discuss the dispute and will negotiate in good faith to resolve it. If any dispute arising has not been resolved by the parties within 5 working days after the date the party raising the dispute gave notice of it to the other, then the dispute may be referred to the mediation of a single mediator if the parties can agree upon one, and failing such agreement, to a mediator appointed by the Chairperson of the Resolution Institute. Any award of the mediator will be final and binding on the parties.

15.CONFIDENTIALITY

Except as required by law, the supplier will treat as confidential all information which comes into the supplier's possession pursuant to, or as a result of, or in the performance of these terms and conditions, whether such information relates to the technical operations of SkyCity or otherwise. Such information may be disclosed only to supplier's personnel who have a need to know such information and must not, without the written permission of SkyCity, be disclosed to any other party.

16. PERSONAL INFORMATION

The supplier acknowledges that in the delivery of good and/or the performance of services in accordance with these terms and conditions, it may deal with the personal information (as that term is defined in the Privacy Act 2020) of SkyCity's customers or staff (**Personal Information**). The supplier agrees to:

(a) ensure that it does not infringe any relevant privacy laws attaching to the Personal Information to the extent that such privacy laws apply to supplier and are relevant to the provision of the services performed by supplier in accordance with these terms and conditions;
(b) use the Personal Information only for the purposes of delivering the services;
(c) take all reasonable measures to ensure that the Personal Information in its direct possession and control is protected against loss and unauthorized access, use, modification or disclosure;
(d) purge any Personal Information in its direct possession and control after a reasonable time of not requiring that Personal Information for the performance of the services;
(e) ensure that any person who has access to any Personal Information is made aware of the supplier's obligations in relation to Personal Information; and
(f) immediately notify SkyCIty if it considers it has breached its obligations in relation to the Personal Information.

17.ENTIRE AGREEMENT

In the absence of any specific agreement entered into between SkyCity and the supplier, these terms and conditions constitute the entire agreement between the relevant SkyCity Entity and the supplier. Any change or modification or discharge must be in writing and signed by an authorised representative of the relevant SkyCity Entity. In the event of the delivery by the supplier to any SkyCity Entity of any document or order form containing terms contrary or inconsistent with these terms and conditions, the provisions of these terms and conditions will prevail.

18. GOVERNING LAW

These terms and conditions are governed by the laws of New Zealand and the parties submit to the jurisdiction of the courts of New Zealand.

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Signed for and on behalf of the supplier