Schedule 2
Standard Terms and Conditions—Goods

# Length of Contract

* 1. **Start Date:** This Contract starts on the Start Date.
	2. **End Date:** This Contract ends on the End Date.

# Supply of Goods

* 1. **Both Parties’ obligations:** Both Parties agree to:
		1. act in good faith and honestly in their dealings with each other
		2. discuss matters affecting this Contract or the supply of the Goods, whenever necessary
		3. notify each other immediately of any actual or anticipated issues that could:
			+ significantly impact on the Goods or the Charges, and/or
			+ receive media attention, and
		4. comply with all applicable laws and regulations.
	2. **Orders, one-off purchase:** If this Contract is for a one-off purchase of Goods, the signing of this Contract by both Parties is the order for the Goods.
	3. **Orders, ongoing supply:** If this Contract is for the ongoing supply of Goods, the Buyer will place orders for the Goods with the Supplier from time to time. Each order must:
		1. be in writing
		2. be sent by post, email, e–procurement system or other electronic means
		3. specify the volume and type of Goods ordered, and
		4. be in any form that is agreed between the Buyer and the Supplier.
	4. **No other terms:** The Goods are supplied under the terms of this Contract. Any Supplier terms and conditions do not apply.
	5. **Buyer’s obligations:** The Buyer must pay the Supplier the Charges for the Goods in accordance with this Contract.
	6. **Supplier obligations:** The Supplier must:
		1. supply Goods in accordance with this Contract and the orders from the Buyer
		2. deliver the Goods to the Delivery Address, on time (which is essential)
		3. notify the Buyer immediately in writing if the Supplier becomes aware of any actual or possible delay in delivery of the Goods, and
		4. comply with the Supplier Code of Conduct issued by the Procurement Functional Leader (see [www.procurement.govt.nz](http://www.procurement.govt.nz)) and any other relevant codes of conduct listed in Schedule 1 or notified by the Buyer to the Supplier from time to time.
	7. **Warranties, maintenance:** The Supplier must ensure that the Buyer is passed the benefit of any warranty or maintenance obligation (including a warranty from a manufacturer or any other person) that applies in relation to the Goods or any part of the Goods.
	8. **Goods must satisfy criteria:** The Goods must:
		1. be of merchantable quality and free from defects in design, materials or construction
		2. be fit for the purposes for which they are intended to be used
		3. comply with the Description of Goods stated in Schedule 1
		4. comply with any sample of the Goods provided by the Supplier, except if the Buyer has agreed otherwise in writing
		5. be new and unused, unless the Buyer has agreed otherwise in writing, and
		6. be packaged so as to protect the contents and keep them clean, dry and in a new condition until they are first used, if appropriate.
	9. **Supplier warranties:** The Supplier warrants that:
		1. the Goods do not breach any law or standard
		2. supply and use of the Goods will not infringe the rights of any person
		3. full ownership of the Goods will pass to the Buyer in accordance with this Contract, and no-one else has any rights in the Goods
		4. all Goods supplied to the Buyer comply with all of the criteria stated in clause 2.8
		5. any documentation supplied with the Goods is adequate (in terms of both quantity and quality) to enable the Buyer to use and maintain the Goods in the manner intended by the Buyer, and
		6. all information provided by the Supplier to the Buyer is accurate.
	10. **Spare parts:** If stated in Schedule 1, the Supplier must maintain an adequate stock of spare parts and equipment for the Goods, for supply to the Buyer as and when required.
	11. **Health & Safety:** The Supplier must:
		1. consult and cooperate with the Buyer to ensure that each Party complies with the HSW Act as it relates to the Contract
		2. comply, and ensure that its Personnel comply, with their obligations under the HSW Act
		3. comply with all reasonable directions of the Buyer relating to health, safety, and security, and
		4. report any health and safety incident, injury or near miss, or any notice issued under the HSW Act, to the Buyer if it relates to, or affects, the Contract.
	12. **Employment standards:**The Supplier must:
		1. comply, and ensure that its Personnel comply, with their obligations under the Employment Relations Act 2000, Minimum Wage Act 1983, Wages Protection Act 1983 and the Holidays Act 2003
		2. report any instances where the Supplier or its Personnel are being investigated by the Labour Inspectorate, or where the Supplier identifies it has breached any of the legislation referenced in 2.12a.

# Acceptance and rejection of Goods

* 1. **No deemed acceptance:** The signing of a delivery note or any other act by any of the Buyer's Personnel does not indicate the Buyer's acceptance of the Goods.
	2. **Rejection of Goods:** If any of the Goods do not comply with this Contract, then the Buyer may, by Notice to the Supplier within a reasonable time after completing an inspection of the Goods, do any of the following at the Buyer's option, but at the Supplier's cost:
		1. require the Supplier to repair the Goods
		2. require the Supplier to replace the Goods, or
		3. reject the Goods.
	3. **Repair or replacement:** If the Supplier receives a Notice from the Buyer to repair or replace the Goods, the Supplier must promptly repair or replace the Goods in question, so that the Goods (or replacement Goods) comply with the warranties in clause 2.9.
	4. **Lack of progress:** If the Buyer is not satisfied with the Supplier's progress in repairing or replacing the Goods, the Buyer may either:
		1. reject the Goods by Notice to the Supplier, in which case clause 3.5 will apply; or
		2. arrange for the Goods to be repaired by someone else, in which case the Supplier will reimburse all costs and expenses incurred by the Buyer in doing so.
	5. **Rejection:** If the Supplier receives a Notice from the Buyer rejecting the Goods, it must:
		1. remove any rejected Goods from the Buyer's premises at its own risk within 15 Business Days of Notice of rejection, and if the Supplier fails to do so the Buyer may return the Goods and recover from the Supplier any cost and expense incurred, and
		2. do either of the following the Buyer elects in its Notice of rejection:
			+ provide a full refund of the Charges paid for the rejected Goods, within 10 Business Days of the Buyer electing to receive a refund, or
			+ provide a credit for the Charges paid for the rejected Goods, against the Charges payable for other Goods.
	6. **No limitation:** The Buyer's rights under clauses 3.2 to 3.5 are in addition to, and do not limit, any other rights or remedies the Buyer may have.

# Ownership and risk

* 1. **Ownership of Goods:** Ownership in the Goods passes to the Buyer on the earlier of:
		1. the date the Buyer has paid the Charges for those Goods, and
		2. the date those Goods have been delivered.
	2. **Risk in Goods:** Risk in the Goods passes to the Buyer on the date those Goods have been delivered.
	3. **Rejected Goods:** Ownership and risk in any Goods rejected by the Buyer under clause 3.5 will pass back to the Supplier as follows:
		+ - if the Buyer has paid the Charges for those rejected Goods, once the Supplier has provided a refund or credit in accordance with clause 3.5, and
			- in all other cases, when the Goods are collected from the place to which they were delivered.
	4. **Replaced Goods:** Ownership of any Goods replaced by the Supplier under clause 3.3 will pass back to the Supplier once the Supplier has delivered the replacement Goods.

# Charges and payment

* 1. **Maximum amount:** The Charges are the total maximum amount payable by the Buyer to the Supplier for the delivery of the Goods. Charges include Fees and, where agreed, Expenses.
	2. **What Charges include**: Unless otherwise stated in Schedule 1, the Charges for the Goods include all of the following:
		1. costs of shipping, carriage and freight
		2. insurance charges
		3. customs duties and clearance charges, and
		4. other costs incurred by the Supplier in delivering the Goods to the Buyer.
	3. **Valid tax invoice:** The Supplier must provide valid tax invoices for all Charges on the dates or at the times specified in Schedule 1. The Buyer has no obligation to pay the Charges set out on an invoice that is not a valid tax invoice. A valid tax invoice must:
		1. clearly show all GST due, if any
		2. be in New Zealand currency or the currency stated in Schedule 1
		3. be clearly marked 'Tax invoice'
		4. contain the Supplier's name, address, NZBN and GST number, if the Supplier is registered for GST
		5. contain the Buyer’s name and address and be marked for the attention of the Buyer's Contract Manager, or such other person stated in Schedule 1
		6. state the date the invoice was issued
		7. name this Contract and provide a description of the Goods delivered
		8. contain the Buyer's contract reference or purchase order number if there is one
		9. state the Charges due, calculated correctly, and
		10. be supported by GST receipts if Expenses are claimed and any other verifying documentation reasonably requested by the Buyer.
	4. **Payment:** Subject to clauses 5.5 and 12.7, if the Buyer receives a valid tax invoice:
		1. on or before the 3rd Business Day of the month, the Buyer will pay that invoice by the 20th calendar day of that month, or
		2. after the 3rd Business Day of the month, the Buyer will pay that invoice by the 20th calendar day of the following month.
	5. **Dispute:** The Buyer must notify the Supplier within 10 Business Days of the date of receipt of the tax invoice if the Buyer disputes any part of that tax invoice, and the Buyer:
		1. must pay the portion of the tax invoice that is not in dispute (and the Supplier will provide a further valid tax invoice for the undisputed amount if required), and
		2. may withhold payment of the disputed portion until the dispute is resolved.

# Contract management

* 1. **Contract Manager:** The persons named in Schedule 1 as the Contract Managers will manage the Contract, including:
		1. managing the relationship between the Parties
		2. overseeing the effective implementation of this Contract, and
		3. acting as a first point of contact for any issues that arise.
	2. **Changing the Contract Manager:** A Party may change its Contract Manager by telling the other Party, in writing, the name and contact details of the replacement.

# Information management

* 1. Information and records: The Supplier must:
		1. keep and maintain Records in accordance with prudent business practice and all applicable laws
		2. make sure the Records clearly identify all relevant time and Expenses incurred in providing the Goods
		3. make sure the Records are kept safe and are easy to access
		4. give information to the Buyer relating to the Goods that the Buyer reasonably requests, in a format that is usable by the Buyer, and within a reasonable time of the request
		5. co-operate with the Buyer to provide information immediately if the information is required by the Buyer to comply with an enquiry, or its statutory, parliamentary or other reporting obligations
		6. make its Records available to the Buyer during the term of the Contract and for 7 years after the End Date (unless already provided to the Buyer earlier), and
		7. make sure that Records provided by, or created for, the Buyer are securely managed and destroyed on their disposal.
	2. **Reports:** The Supplier must give the Buyer the reports stated in Schedule 1, by the due dates, stated in Schedule 1.

# The contractual relationship

* 1. **Independent contractor:** Nothing in this Contract constitutes a legal relationship between the Parties of partnership, joint venture, agency, or employment. The Supplier is responsible for the liability of its own, and its Personnel’s, salary, wages, holiday or redundancy payments and any GST, corporate, personal and withholding taxes, ACC premiums or other levies attributable to the Supplier’s business or the engagement of its Personnel.
	2. **No representing:** Neither Party has authority to bind or represent the other Party in any way.
	3. **Transfer of rights or obligations:** The Supplier may transfer any of its rights or obligations under this Contract only with the Buyer’s prior written approval. The Buyer will not unreasonably withhold its approval.

# Insurance

* 1. The Supplier is responsible for ensuring its risks of doing business are adequately covered, whether by insurance or otherwise. If required in Schedule 1, the Supplier must:
		1. take out the insurance, with a reputable insurer, as specified in Schedule 1, and maintain that insurance cover for the term of this Contract and for a period of 3 years after the End Date, and
		2. provide a certificate confirming the nature of the insurance cover and proving that each policy is current within 10 Business Days of any request from the Buyer.

# Conflicts of Interest

* 1. **Avoiding conflicts of interest:** The Supplier:
		1. warrants that as at the Start Date, it has no Conflict of Interest in supplying the Goods or entering into this Contract, and
		2. must do its best to avoid situations that may lead to a Conflict of Interest arising.
	2. **Obligation to tell the Buyer:** The Supplier must tell the Buyer immediately, in writing, if any Conflict of Interest arises in relation to the Goods or this Contract. If a Conflict of Interest does arise the Parties must discuss, agree and record in writing whether it can be managed and, if so, how it will be managed. Each Party must pay its own costs in relation to managing a Conflict of Interest.

# Resolving disputes

* 1. **Negotiation:** The Parties agree to use their best endeavours to resolve any dispute that may arise under this Contract. The following process will apply to disputes:
		1. a Party will notify the other if it considers a matter is in dispute
		2. the Contract Managers will attempt to resolve the dispute through negotiation
		3. if the Contract Managers have not resolved the dispute within 10 Business Days of notification, they will refer it to the Parties' senior managers for resolution, and
		4. if the senior managers have not resolved the dispute within 10 Business Days of it being referred to them, the Parties shall refer the dispute to mediation or, if agreed by the parties, some other form of alternative dispute resolution.
	2. **Mediation:** If a dispute is referred to mediation, the mediation will be conducted:
		1. by a single mediator agreed by the Parties or if they cannot agree, appointed by the Resolution Institute
		2. on the terms of the Resolution Institute Mediation Rules, and
		3. at a fee to be agreed by the Parties or if they cannot agree, at a fee determined by the Resolution Institute.
	3. **Costs:** Each Party will pay its own costs of mediation or alternative dispute resolution under this clause [11](#_bookmark4).
	4. **Effect of dispute:** If there is a dispute, each Party will continue to perform its obligations under this Contract as far as practical given the nature of the dispute.
	5. **Taking court action:** Each Party agrees not to start any court action in relation to a dispute until it has complied with the process described in clause [11.1](#_bookmark5), unless that Party requires urgent relief from a court.

# Ending this Contract

* 1. **Termination for non-payment:** The Supplier may terminate this Contract by giving not less than 20 Business Days’ Notice to the Buyer if:
		1. the Buyer fails to pay Charges more than 20 Business Days after they are properly due; and
		2. the Supplier has written to the Buyer requesting payment during that 20 Business Day period.
	2. At any time during the term of this Contract the Supplier may notify the Buyer that it wishes to terminate this Contact. The Buyer will, within 20 Business Days following receipt of the Supplier’s Notice, notify the Supplier whether, in its absolute discretion, it consents to the Supplier’s Notice of termination. If the Buyer:
		1. consents, the Contract will be terminated on a date that is mutually agreed between the Parties, or
		2. does not consent, the Contract will continue in full force as if the Supplier’s Notice of termination had not been given.
	3. **Buyer’s termination for convenience:** The Buyer may terminate this Contract at any time by giving not less than 20 Business Days’ Notice to the Supplier.
	4. **Buyer’s termination for cause:** The Buyer may terminate this Contract immediately, by giving Notice, if the Supplier:
		1. becomes bankrupt or insolvent
		2. has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed
		3. becomes subject to any form of external administration
		4. ceases for any reason to continue in business or to supply the Goods
		5. is in breach of any of its obligations under this Contract and the breach cannot be remedied
		6. repeatedly fails to perform or comply with its obligations under this Contract whether those obligations are minor or significant
		7. does something or fails to do something that, in the Buyer's opinion, results in damage to the Buyer's reputation or business
		8. has a Conflict of Interest that in the Buyer's opinion is so material as to impact adversely on the supply of the Goods, or the Buyer, or
		9. provides information to the Buyer that is misleading or inaccurate in any material respect.
	5. **Termination for unremedied breach**:
		1. If a Party breaches this Contract (defaulting Party) and that breach can be remedied, the non- defaulting Party may give a Notice (default Notice) to the defaulting Party.
		2. A default Notice must state:
			+ the nature of the breach, and
			+ the time and date by which it must be remedied.
		3. The period allowed to remedy the breach must be reasonable given the nature of the failure.
		4. The non- defaulting Party may terminate this Contract immediately by giving a further Notice to the defaulting Party if the defaulting Party does not remedy the failure as required by the default Notice.
		5. If the Buyer gives a default Notice to the Supplier, the Buyer may also:
			+ withhold any payment of Charges due until the breach is remedied as required by the default Notice, and/or
			+ if the breach is not remedied as required by the default Notice, deduct a reasonable amount from any Charges due to reflect the reduced value of the Goods to the Buyer.
	6. **Supplier’s obligations**:
		1. On giving or receiving a Notice of termination, the Supplier must:
			+ comply with any conditions contained in the Notice, and
			+ immediately do everything reasonably possible to reduce its losses, costs and expenses arising from the termination of this Contract.
		2. On termination or expiry of this Contract, the Supplier must, if requested by the Buyer, immediately return or securely destroy all Confidential Information and other material or property belonging to the Buyer.
	7. **Accrued rights:** The termination or expiry of this Contract does not affect any rights of each Party which:
		1. accrued prior to the End Date, or
		2. relate to any breach of this Contract that arose prior to the End Date.
	8. **Buyer’s rights:** If this Contract is terminated the Buyer:
		1. will only be liable to pay Charges that were due for Goods delivered before the effective date of termination, and
		2. may recover from the Supplier or set off against sums due to the Supplier, any Charges paid in advance for Goods that have not been provided.
	9. **Handover:** If the Buyer requests it, the Supplier will provide all reasonable assistance to support any replacement supplier to supply the Goods.

# Confidential Information

* 1. **Protection of Confidential Information**: Each Party confirms that it has adequate security measures to safeguard the other Party's Confidential Information from unauthorised access, or use by third parties, and that it will not use or disclose the other Party's Confidential Information to any person or organisation other than:
		1. to the extent that use or disclosure is necessary for the purposes of providing the Goods, or in the case of the Buyer, using the Goods
		2. if the other Party gives prior written approval to the use or disclosure
		3. if the use or disclosure is required by law (including under the Official Information Act 1982), Ministers or parliamentary convention, or
		4. if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.
	2. **Obligation to inform staff**: Each Party will ensure that its Personnel:
		1. are aware of the confidentiality obligations in this Contract, and
		2. do not use or disclose any of the other Party's Confidential Information except as allowed by this Contract.

# Notices

* 1. **Requirements:** All Notices must be:
		1. in writing and delivered by hand or sent by post, courier or email to the recipient Party's address for Notices stated in Schedule 1, and
		2. signed, or in the case of email sent, by the appropriate manager or person having authority to do so.
	2. **Receipt of Notices:** A Notice will be considered to be received:
		1. if delivered by hand or sent by courier, on the date it is delivered
		2. if sent by post within New Zealand, on the 5th Business Day after the date it was sent
		3. if sent by post internationally, on the 9th Business Day after the date it was sent, or
		4. if sent by email, at the time the email enters the recipient's information system and it is not returned undelivered or as an error,

but a Notice received after 5pm on a Business Day or on a day that is not a Business Day will be considered to be received on the next Business Day.

# Extraordinary Events

* 1. **No liability:** Neither Party will be liable to the other for any failure to perform its obligations under this Contract to the extent the failure is due to an Extraordinary Event.
	2. **Obligations of affected Party:** A Party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other Party as soon as reasonably possible. The Notice must state:
		1. the nature of the circumstances giving rise to the Extraordinary Event
		2. the extent of that Party's inability to perform under this Contract
		3. the likely duration of that non-performance, and
		4. what steps are being taken to minimise the impact of the Extraordinary Event on the performance of the Contract.
	3. **Termination:** If a Party is unable to perform any obligations under this Contract for 20 Business Days or more due to an Extraordinary Event, the other Party may terminate this Contract immediately by giving Notice.

# General

* 1. **Variations:** A Variation must be agreed by both Parties and recorded:
		1. in writing and signed by both Parties, or
		2. through an exchange of emails,

where the signatories or authors have delegated authority to approve the Variation.

* 1. **Entire contract:** This Contract, including any Variation, records everything agreed between the Parties relating to the supply of the Goods. It replaces any previous communications, negotiations, arrangements or agreements that the Parties had with each other relating to Goods before this Contract was signed, whether they were oral or in writing.
	2. **Waiver:** If a Party does not immediately enforce its rights under this Contract that:
		1. does not mean that the other Party is released or excused from any obligation to perform at the time or in the future, and
		2. does not prevent that Party from exercising its rights at a later time.
	3. **New Zealand law, currency and time:** This Contract will be governed and interpreted in accordance with the laws of New Zealand. All money is in New Zealand dollars, unless Schedule 1 specifies a different currency. Dates and times are New Zealand time.
	4. **Publication:** The Supplier must obtain the Buyer's prior written approval before making reference to the Buyer or this Contract in its publications, public statements, promotional material or promotional activities.
	5. **No derogatory remarks:** Each Party undertakes not to publicly make objectionable or derogatory comments about the Goods, this Contract, the other Party or any of the other Party’s Personnel, and to ensure that its Personnel do not do so.
	6. **Signing the Contract:** The date of execution is the date this Contract has been signed by both parties. This Contract is properly signed if each Party signs the same copy, or separate identical copies, including electronic copies, of Page 1.
	7. **Clauses that remain in force:** The clauses that by their nature should remain in force on expiry or termination of this Contract do so, including clauses: 7 (Information management), 9 (Insurance), 11 (Resolving disputes), 12 (Ending this Contract), 13 (Confidential Information), 14 (Notices), 16 (General) and 17 (Definitions).
	8. **Precedence:** If there is any conflict or difference between the documents forming this Contract (as stated on Page 1) then the order of precedence is:
1. a Variation
2. Schedule 1
3. any Attachment to Schedule 1, and
4. Schedule 2.

# Definitions

When used in this Contract the following terms have the meaning beside them:

**Attachment** Any supplementary document named in Schedule 1 as an Attachment to this Contract.

**Business Day** A day when most businesses are open for business in New Zealand. It excludes Saturday, Sunday, and public holidays. A Business Day starts at 8.30am and ends at 5pm.

**Buyer** The Buyer is the entity named as the Buyer on page 1 of this Contract.

**Charges** The total amount payable by the Buyer to the Supplier as stated in Schedule 1, including Costs and any Expenses stated in Schedule 1.

**Confidential Information** Information that:

* is by its nature confidential
* is marked by either Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence'
* is provided by either Party or a third party 'in confidence', or
* either Party knows or ought to know is confidential.

**Conflict of Interest** A conflict of interest arises if a Party or its Personnel's personal or business interests or obligations do or could conflict or be perceived to conflict with its obligations under this Contract, such that the Party’s or its Personnel’s independence, objectivity or impartiality can be called into question. A conflict of interest may be:

* actual: where the conflict currently exists
* potential: where the conflict is about to happen or could happen, or
* perceived: where other people may reasonably think that a person is compromised.

**Contract** The legal agreement between the Buyer and the Supplier that comprises Page 1 (the front sheet), Schedule 1, this Schedule 2, any other Schedule, and any Variation and Attachment.

**Contract Manager** The person named in Schedule 1 as the Contract Manager.

**Cost** The amount payable to the Supplier for the Goods calculated on the basis stated in Schedule 1 excluding any Expenses.

**Delivery Address** The address where the Supplier must deliver the Goods as specified in Schedule 1 or such other address as specified by the Buyer.

**Description of Goods** The specific requirements for the Goods as described in Schedule 1.

**End Date** The earlier of the date this Contract is due to end as stated in Schedule 1 and the date of termination as set out in a Notice of termination, or any other date agreed between the Parties as the date that the Contract is to end.

**Expenses** Any actual and reasonable out-of-pocket costs incurred by the Supplier in the delivery of the Goods and agreed to by the buyer in Schedule 1.

**Extraordinary Event** An event that is beyond the reasonable control of the Party immediately affected by the event (including where the Buyer has failed to make due payment because of an event beyond its reasonable control). An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care. Examples include:

* acts of God, lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics and any natural disaster
* acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo
* acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war, and
* contamination by radioactivity from nuclear substances or germ warfare or any other such hazardous properties.

**Goods** The Goods described in Schedule 1 that the Supplier must supply under this Contract.

**GST** The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.

**HSW Act** means the Health and Safety at Work Act 2015.

**Notice** A communication from one Party to the other that meets the requirements of clause [14.](#_bookmark9)

**Party** The Buyer or the Supplier, and together they are the Parties.

**Personnel** All individuals engaged by either Party in relation to this Contract or the supply of Goods.

**Records** All information and data necessary for the management of this Contract and the supply of Goods. Records include, but are not limited to, reports, invoices, letters, emails, notes of meetings, photographs and other media recordings. Records can be hard copies or soft copies stored electronically.

**Schedule** An attachment to this Contract with the title 'Schedule'.

**Start Date** The date when this Contract starts as stated in Schedule 1.

**Supplier** The person, business, company or organisation named as the Supplier on page 1.

**Variation** A change to any aspect of this Contract that complies with clause 16.1.