



## Purchase Order

### ANZ VIETNAM STANDARD TERMS AND CONDITIONS

- 1) By accepting this purchase order for the ordered goods or services as described in this document, you (the legal entity named as Supplier) agree that these conditions apply to the exclusion of any other conditions (including those on your delivery notes and invoices). No other terms or conditions of supply will have any effect unless in writing and signed by an authorized ANZ Requestor. If this purchase order refers to a duly executed contract between you and ANZ Bank (Vietnam) Limited ("ANZ"), its terms form part of this purchase order except as expressly stated otherwise or to the extent the terms conflict with this purchase order, in which case the terms of this purchase order prevail.
- 2) If you do not agree to comply with every aspect of this purchase order you should immediately reject it by notifying the ANZ Requestor who placed the order. If you accept the purchase order, ANZ may require you to confirm such acceptance in writing.
- 3) The prices in or attached to this purchase order are firm Vietnamese Dong prices (unless a different currency is specified in this purchase order), and can be varied only if ANZ agrees. They are inclusive of all freight, packing, insurance and delivery charges, but these must be detailed separately on each invoice.
- 4) The parties do not anticipate that any supplies made under this purchase order will be connected with Australia. To the extent that you make any supplies under this purchase order that are connected with Australia, you must notify ANZ of such in writing by inserting an appropriate notation on the relevant invoice detailing that the supplies are 'connected with Australia'.
- 5) Fees and Taxes
  - a) Any applicable taxes shall be stated separately on your invoices and shall be remitted by ANZ to you and is payable together with the fees in accordance with clause 7.
  - b) Unless otherwise expressly stated, all monetary consideration to be provided under or in accordance with this purchase order is inclusive of Value Added Tax.
  - c) For the avoidance of doubt, each party is responsible for taxes imposed in respect of its income in connection with this purchase order.
- 6) All documentation including invoices, delivery notes, and on the outside of packages, must state a valid purchase order number, the ANZ Requestor and, where available, serial numbers and asset numbers. Invoices must comprise valid tax invoices as required under the laws of Vietnam ("Valid Tax Invoice"), must quote ANZ's purchase order number and your business registration certificate / investment certificate number and must provide your bank account details into which a direct deposit can be made. Invoices which do not meet these criteria will not be accepted for payment.
- 7) ANZ will pay correctly rendered invoices within 30days after receipt of invoice. Invoices must be sent to the billing address specified in this purchase order. Any payment may, at ANZ's sole discretion, be made by electronic funds transfer to your bank account as detailed in this purchase order. ANZ will not accept, and will have no duty to pay, any tax invoice which does not comply with the requirements set out above or which is not a Valid Tax Invoice.
- 8) In order to be acceptable to ANZ, all goods and services you supply must be of merchantable quality and fit for the relevant purpose and must comply with:
  - a) any samples provided by you, including, where requested, any previous deliveries;
  - b) all applicable laws, codes and standards;
  - c) the manufacturer's published specification; and
  - d) any other specification or requirement notified by ANZ, including any attached to this purchase order.
- 9) You warrant that:
  - a) You have good title in the goods and are authorised to sell them to ANZ;
  - b) You have and will maintain all relevant licences or permits for provision of the goods or services; and
  - c) ANZ's use of the goods or services will not infringe any rights of a third person, including intellectual property ("IP") rights.
- 10) If any goods or services do not comply with the requirements of these terms and conditions or the purchase order (and such non-compliance is not caused by the default of ANZ), ANZ may (if goods) return them to you and require their immediate repair or replacement or a refund; and (if services) require their re-performance at no additional cost to ANZ, or a refund. ANZ, acting reasonably, may also terminate the entire purchase order for cause and return all goods to you and require a refund including if you fail to meet ANZ's delivery requirements set out in the purchase order. You will be liable for freight, packing and all other costs associated with their return. Termination by ANZ under this clause for cause is without further liability.



These clauses apply if goods are to be supplied

- 11) To the extent permitted by the applicable law, title to goods, and risk of loss or damage to them, passes to ANZ upon acceptance by ANZ, provided that if ANZ has not paid for the goods at the time of acceptance then title will not pass until the time of payment.
- 12) Delivery will only be accepted if:
  - a) the whole order arrives as a single delivery (unless otherwise specified or agreed by the ANZ Requestor);
  - b) all items are securely packed and identified as required by ANZ from time to time and so as to prevent damage and allow proper storage and stock control; and
  - c) each container has a delivery note detailing its contents and the matters referred to in clause 6.
- 13) Goods will only be accepted after unpacking and inspection by ANZ, regardless of when this occurs. ANZ may deliver items into its store without inspecting them at the time of delivery. ANZ paying any invoice does not constitute acceptance of the items to which the invoice relates and payment is subject to your obligation to immediately refund payment for any item ANZ subsequently finds not to be acceptable.
- 14) Where goods must be installed, you will install them and confirm their proper operation and compliance with the warranties in these purchase order terms.
- 15) You must repair or replace defects in or damage to goods (other than damage caused by ANZ) identified within 12 months after delivery, at your own cost as soon as reasonable after ANZ notifies you of such.

These clauses apply if services are to be supplied

- 16) You will advise ANZ immediately of any actual or potential conflict of interest arising during provision of services to ANZ. If ANZ considers a conflict to be unacceptable to ANZ, it may unilaterally terminate the purchase order by serving written notice to you with immediate effect upon your receipt of the same. In this event, you must cease providing the services the subject of the terminated purchase order, and use all reasonable endeavours to mitigate your costs and expenses. ANZ will pay for any services that you have already provided to ANZ at the date of the termination.
- 17) New IP (including copyright) you create in providing services will be owned by ANZ and you assign such IP rights to ANZ from their date of creation. You grant a perpetual, irrevocable, non-exclusive, worldwide licence to exercise all IP rights not assigned by you to ANZ but owned or licensed by you to the extent such a licence is necessary for ANZ to enjoy the benefit of the services. Notwithstanding any other provision of this purchase order, you must not in any way (including in any advertising material or on any website) use ANZ's (or any member of the ANZ Group's) trade marks, logos, business names or brand names (whether registered or unregistered) without the prior written consent of ANZ.

- 18) You will ensure everyone you provide to ANZ to perform the services is properly qualified and adequately experienced, works diligently, reliably and to a high standard, conducts themselves with integrity, abides by ANZ's policies, including occupational health and safety policies, and complies with the terms of this purchase order. If ANZ has any concerns with the competence, performance or attitude of any person, engaged by you to perform services to ANZ, you will review with ANZ the person's performance and on ANZ's reasonable request, you will replace the person with another person acceptable to ANZ.
- 19) You may only use subcontractors or personnel in substitution for personnel named or described in any attachment to this purchase order if ANZ consents in writing.
- 20) You must maintain professional liability insurance for a minimum of AUD 2million or VND equivalent for liability to ANZ for breach of professional duty caused by your act or omission.

General

- 21) In case you do not supply the goods / services within the timeframe as stipulated in this purchase order due to whatever reasons without prior written consent of ANZ, you shall be obligated to pay to ANZ a liquidated damages amount of 0.1% of the value of this purchase order for each day of late delivery. Your payment of liquidated damages shall not affect your responsibility to compensate ANZ for all damages arising from your late delivery. For avoidance of doubt, aside from the liquidated damages, ANZ reserves the right to request you to compensate for any loss, damages, fees or expenses which ANZ has incurred in relation to your late delivery.
- 22) You will keep confidential all information (which is of its nature confidential) about ANZ, its business, its subsidiaries, related entities or its clients that becomes available to you in the course of providing the goods or services, and will protect that information from use not authorized by ANZ.
- 23) Without prejudice to the generality of Clause 22 above, ANZ hereby notifies, and the Supplier hereby confirms it has fully understood, that ANZ is obliged under the Law on Credit Institutions of Vietnam and related regulations (the "Law") not to give, divulge or reveal any Customer Data to any party without its customers' consent or except as permitted or required by law and that any breach of such duty of confidentiality constitutes an offence under the Law. The Supplier undertakes that it shall not do or cause to be done, and shall procure that none of its personnel shall do or cause to be done, anything to breach such duty of confidentiality. For purpose of this Clause, Customer Data means customer information, in any form, whether written, pictorial, oral or recorded in any medium or



otherwise, which relates to a customer or customers of ANZ which may be given, provided or revealed to the Supplier by ANZ in connection with this purchase order.

- 24) You must maintain public liability insurance for a minimum of AUD10 million or VND equivalent covering loss or damage to real or personal property and to any person injured or killed.
- 25) You acknowledge and agree that:
- a) ANZ is committed to engaging suppliers whose environmental, ethical and social performance is of high standard; and
  - b) you must comply with ANZ's Supplier Code of Practice published at [anz.com](http://anz.com) and such other document as notified to you by ANZ.
- 26) You must comply with any economic and trade sanctions imposed by Australia, the United States, the European Union or any country (including any sanction that supports a decision or resolution of the United Nations Security Council) applicable to the performance by the Supplier of its obligations under the Agreement.

You acknowledge that ANZ is prohibited from dealing with any supplier which is a sanctioned entity under the laws of any country in which ANZ or ANZ Group members operate. ANZ may, acting reasonably, refuse to perform one or more of its obligations under the Purchase Order or these terms and conditions, if performance of those obligations would cause ANZ or any of the ANZ Group members to breach any law, regulation or other legal prohibition. For the avoidance of doubt, this includes ceasing to deal with you if you are or become, or any person (natural, corporate or governmental) associated with you is or becomes, subject to any sanction imposed by Australia, the European Union or any government, including any sanction that supports a decision or resolution of the United Nations or any part or agency of the United Nations.

- 27) You will be familiar with and comply with all laws and regulations on bribery, corruption and prohibited business practices. You have not and will not, for the purpose of influencing or inducing anyone to influence decisions in favour of ANZ or its controlled entities, offer, promise or make or agree to make, directly or indirectly: (a) any political contributions of any kind, or any payment to a public official (including foreign public officials); (b) any payments for gifts, meals travel or other value to a government employee or his/her family; or (c) any payments or gifts to anyone. You must notify ANZ in writing as soon as reasonably possible and in any event within 24 hours upon becoming aware of a breach or a potential breach of this clause 27.
- 28) In performing your obligations under this agreement, you must:
- a) comply with all applicable modern slavery laws, statutes, regulations and codes from time to time in force; and
  - b) take reasonable steps to ensure that there is no modern slavery or human trafficking in your or your subcontractors' supply chains or business operations.



- 29) This purchase order is governed by and disputes will be heard under the law and in courts of Vietnam, and to the extent permitted by law you must submit to the jurisdiction of the Vietnamese courts.