

## Additional Terms

### IF THE SUPPLIER SUPPLIES TO VEOLIA IN WELLINGTON

1. If Wellington Water consider in respect of the Supplier that:

- (a) the performance of the Supplier is unsatisfactory, unacceptable, delayed or inadequate; or
- (b) they have failed to comply with a Supplier obligation; or

(c) they have failed to comply with all relevant health and safety legislation including the Health and Safety at Work Act 2015

and Wellington Water, by written notice to Veolia, requires Veolia to terminate its Agreement with the Supplier, the Veolia shall (and shall be permitted to) terminate its Agreement on such reasonable period as Wellington Water may require

2. The Supplier consents to Veolia providing to Wellington Water the terms of the arrangements (excluding pricing arrangements) between Veolia and the Supplier.

### DEFINITIONS

**Agreement** means the contract comprised by the Purchase Order and the General Terms and Conditions of Purchasing (including these Additional Terms).

**General Terms and Conditions of Purchasing** means the general terms and conditions of purchasing published on Veolia's procurement website.

**Goods** means the goods, if any, specified in the Purchase Order.

**Purchase Order** means the standard Veolia document which Veolia issues from time to time to procure Supplies and contains amongst other things a description of the Supplies and the relevant Veolia purchasing entity.

**Services** means the services, if any, specified in the Purchase Order.

**Supplier** means the entity named in the Purchase Order as providing the Supplies for Veolia.

**Supplies** means the supply of Goods and/or the performance of the Services.

**Veolia** means the entity named in the Purchase Order.

### ADDITIONAL PROVISIONS - WEBSITE

Veolia may amend these Terms from time to time by posting amendments to these Additional Terms on Veolia's procurement website. The Purchase Order will contain the link to current General Terms and Conditions of Purchasing and the current Additional Terms and the Supplier agrees to be bound by these current terms.