

Order Management **Instructions to Vendor**

1. On-Time Payment

To ensure on-time payment, please submit your invoice via the Ariba Network – this can be accessed through the interactive e-mail you have received for this Purchase Order (PO) or by logging directly into the Ariba Network using the links provided as part of your on-boarding.

2. Queries

Once submitted, information relating to the invoice processing and payment status will be available on the Ariba Network enabling you to track your invoice.

For any additional queries or information, please visit:

https://www.bp.com/en_nz/new-zealand/Products-and-Services/procurement.html

3. Parties

This PO is between the BP entity specified in the “From” section and the Supplier specified in the “To” section of this PO and includes individual line orders for the supply of Goods/Services by the Supplier (“Line Order”).

4. Governing Terms

The terms governing this PO are as follows:

- 4.1. If the Line Order or the PO Header Text specifies an existing BP Goods/Services agreement (“Agreement”), then the terms and conditions of that Agreement apply.
- 4.2. Where no Agreement is specified, the PO General Terms (“General Terms”) apply. Refer to 5 below.
- 4.3. If there is inconsistency between the terms governing this PO, the document ranked highest in the list below shall prevail:
 - (a) the Agreement specified;
 - (b) the Inco Terms;
 - (c) the General Terms; and
 - (d) any other terms set out in this PO.

5. General PO Terms and Conditions

- 5.1. These are available via the link below:

https://www.bp.com/content/dam/bp-country/en_nz/Documents/Procurement/po-general-terms-nz-14_05_2018.pdf

- 5.2. For any additional information, please visit:

https://www.bp.com/en_nz/new-zealand/Products-and-Services/procurement.html

6. Acceptance or Rejection of the PO

- 6.1. If the Supplier accepts this PO, the Supplier shall create an “Order Confirmation” and “Confirm the Entire Order” via the Ariba Network. By accepting this PO, the Supplier acknowledges that it has read and accepts the terms and conditions applicable to this PO.
- 6.2. If the Supplier does not agree to comply with all terms of the PO, the Supplier shall immediately reject the PO by creating an “Order Confirmation” and “Rejecting the Entire Order” via the Ariba Network.
- 6.3. If the Supplier does not expressly accept or reject this PO, it is deemed to have accepted these terms by taking any steps to fulfil any Line Order.

7. Supplier Provided Terms and Conditions

Any conditions or terms contained in any quotations, offers, acknowledgements, letters, advice notes, delivery notes, invoices or other communications of the Supplier are of no force and effect and do not annul or vary any of the terms and conditions of the PO, Agreement or General Terms.

8. Quotes or Other Documentation

- 8.1. Where a Line Order refers to a quote or another document (“Other Document”) to describe the specification for that Line Order, the Other Document will only apply to the extent necessary to describe the Goods/Services.

8.2. Any terms or conditions included in the Other Document that exclude or limit the Supplier's liability in respect of the Goods/Services are expressly excluded.

9. Additional Goods and Services Where No PO is Received by the Supplier

9.1. Where BP requests additional Goods/Services ("Additional Goods/Services") without a PO, the Supplier acknowledges and agrees that the General Terms will apply to the supply of those Additional Goods/Services, irrespective of whether:

- (a) the Additional Goods/ Services are similar to or related to the Goods or Services supplied under this PO; or
- (b) the Additional Goods/Services are supplied subsequent to this PO; or
- (c) no PO is received by the Supplier for those Additional Goods/Services.

10. PO Number

10.1. The PO Number must be quoted on all communications in respect of a Line Order.

10.2. The Supplier acknowledges and agrees that any invoice, notice or other document submitted to BP in relation to this PO that does not quote the PO Number is of no force or effect and BP will not be liable for any consequences of failing to quote that number (including delays in payment – refer to 1 above).

11. Changes to the PO

11.1. If changes are made to the original PO, a new document called a Purchase Order Change ("Purchase Order Change") will be provided.

11.2. The terms and conditions detailed in the Purchase Order Change apply to the supply of Goods and Services, except where any or all of the Purchase Order Change terms and conditions are deemed to be void, in which case the terms and conditions of the original PO will apply.