ANZ LODGED PURCHASING CARD FACILITY

TERMS AND CONDITIONS
EFFECTIVE 26 MAY 2023

Customer Enquiries

0800 473 473

ANZ Card Operations – Commercial Cards
PO Box 40
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These terms and conditions govern the operation of an ANZ Lodged Purchasing Card Facility ('Terms and Conditions') and prevail over ANZ's standard terms and conditions applying to ANZ Visa Purchasing Cards.

ANZ recommends the Principal and any Authorised Officer read this document and that they ask ANZ about any issues or concerns.

This guide is current as at 26 May 2023.

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ANZ Lodged Purchasing Card Facility
Terms and Conditions

DEFINITIONS

In these Terms and Conditions:

Account Details means any details which allow the Principal or an Authorised User to access or use the ANZ Lodged Purchasing Card Account, including any of the account number, card number, password, username or PIN;

Additional Card means the secondary ANZ Lodged Purchasing Card issued to the Principal with no access to the Facility Limit until permitted by ANZ;

ANZ means ANZ Bank New Zealand Limited or its successors and assigns;

ANZ Business Day means any day Monday to Friday on which ANZ is open for business in at least one of its branch locations in New Zealand;

ANZ Group means ANZ Bank New Zealand Limited and any of its subsidiaries or related companies as those terms are defined in the Companies Act 1993;

ANZ Lodged Purchasing Card Account refers to an ANZ Lodged Purchasing Card account where access has been issued to an Authorised User at the request of the Principal for the purposes of operating the ANZ Lodged Purchasing Card Account;

ANZ Lodged Purchasing Card means an ANZ Visa Purchasing Card issued to the Principal for use as an ANZ Lodged Purchasing Cards in accordance with these Terms and Conditions;

Authorised Officer means the person(s) designated by the Principal with authority to maintain the ANZ Lodged Purchasing Card Account (including but not limited to changing the Principal's billing address or direct debit details). A minimum of two Authorised Officers are required;

Authorised User refers to an authorised designated user of the ANZ Lodged Purchasing Card Account; who is entitled to purchase goods and/or services from or through a Supplier in connection with business and to bill these purchases directly to the Principal by use of the Facility;

Cash Advance means a cash withdrawal made using an ANZ Lodged Purchasing Card against the ANZ Lodged Purchasing Card Account;

Closing Date means the last date of the statement period as disclosed in a statement of account;

Due Date means the due date specified in a statement of account;

Electronic File means an electronic file produced by ANZ containing Transaction Data;

Facility refers to the ANZ Lodged Purchasing Card Facility;

Facility Limit means the Facility Limit approved by ANZ applicable to the ANZ Lodged Purchasing Card Account;

Nominated Account means the Principals' account nominated by the Principal from which all charges in relation to the ANZ Lodged Purchasing Card Account may be debited;

Opening Date means the first date of the statement period as disclosed in a statement of account;

Primary Card means the ANZ Lodged Purchasing Card issued to the Principal with access to the Facility Limit;

Principal means the entity who has applied for a Facility subject to these Terms and Conditions;

Supplier/s means suppliers designated by the Principal with whom the ANZ Lodged Purchasing Card Account will be lodged for purchases of goods and/or services by the Principal and/or Authorised Users;

Terms and Conditions means these ANZ Lodged Purchasing Card Facility Terms and Conditions;

Transaction Query means a query by the Principal or an Authorised User regarding a transaction processed to the ANZ Lodged Purchasing Card Account which is unidentified (including if the transaction does not match any transaction data provided by a Supplier to the Principal (if applicable));

Transaction Data means financial line item information in relation to a transaction, which can include items such as transaction reference number, transaction date, merchant name and amount;

Unauthorised Transaction means a transaction which has been processed to the ANZ Lodged Purchasing Card Account but was not authorised in any way by the Principal or an Authorised User.

1. USE OF THE FACILITY

This Facility must be used wholly and exclusively for business purposes in accordance with these Terms and Conditions and not for private or domestic purposes. All purchases must be made with or through one or more Suppliers designated by the Principal.

The ANZ Lodged Purchasing Card Account entitles the Principal to purchase goods and services offered by Supplier(s) up to the Facility Limit. All purchases must be conducted as card-not-present transactions.

By prior agreement with each Supplier, the Principal will register its ANZ Lodged Purchasing Card Account details with the Supplier so that Authorised Users may be able to purchase goods or services.

The Principal agrees that ANZ and each Supplier may discuss the Facility, the Nominated Account, any statement of account and any information provided by the Principal or an Authorised User for the purposes of providing the Facility in accordance with these Terms and Conditions.

The Principal must not use the ANZ Lodged Purchasing Card Account for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the jurisdiction the Principal is in.

ANZ accepts no liability to the Principal or any Authorised User for any refusal by a merchant to accept the ANZ Lodged Purchasing Card Account. Any disputes in respect of goods or services purchased using the ANZ Lodged Purchasing Card Account must be taken up with the merchant concerned. ANZ accepts no liability in this regard. The Principal cannot stop payment of a transaction that has been validly authorised by an Authorised User.

2. ANZ LODGED PURCHASING CARD ACCOUNT: ISSUE AND ACCEPTANCE

When opening an ANZ Lodged Purchasing Card Facility, ANZ will send the Principal two ANZ Lodged Purchasing Cards (a Primary Card and an Additional Card). Both the Primary Card and Additional Card will be embossed with the Principal's name. Once the Primary Card and Additional Card are received, an Authorised Officer must:

- sign the back of the Primary Card and Additional Card immediately; and
- keep the Primary Card and Additional Card in a safe place at all times in order to preclude their use by anyone else other than in accordance with these Terms and Conditions.

The Principal or Authorised Officer is responsible for securely providing the details of the Primary Card to each Supplier in order to facilitate payment for goods or services. The Primary Card details must be stored securely by the Principal or Authorised Officer at all times.

The Additional Card is a back-up card to be securely stored and only used to replace the Primary Card if the Primary Card is stopped or cancelled by ANZ e.g. in the event of fraud.

The Primary Card and Additional Card remain the property of ANZ at all times and the Principal agrees to return them if asked.

The Principal undertakes to keep the details of the ANZ Lodged Purchasing Card Account in a secure location. The ANZ Lodged Purchasing Card Account may neither be lent out nor assigned, nor otherwise made available to third parties or to unauthorised persons, whether employed by the Principal or not. The Principal shall destroy the details of the ANZ Lodged Purchasing Card Account and all Primary Cards and Additional Cards upon their expiry.

The Facility is only valid and can only be used if the issued Primary Card and Additional Card have not expired. A new card will be reissued and sent to the Principal before the card expiry date. The details of this reissued card will need to be securely provided to each Supplier in order to facilitate payment for goods or services.

ANZ will maintain an ANZ Lodged Purchasing Card Account under the Principal's name, to which all transactions will be charged. The Principal is responsible for managing any Authorised User's access to the ANZ Lodged Purchasing Card Account.

Unless the Principal has already agreed in writing, the first use of an ANZ Lodged Purchasing Card Account by the Principal, or any Authorised User issued with access by the Principal, indicates the Principal's acceptance of these Terms and Conditions.

3. AUTHORISED USERS

The Principal is responsible for compliance by the Authorised Users with these Terms and Conditions.

4. FACILITY LIMIT

The Facility Limit is the amount which is notified to the Principal by ANZ at the time the Facility is offered to the Principal or such other amount as ANZ authorises from time to time.

The total amount of all ANZ Lodged Purchasing Card Account transactions must not exceed the Facility Limit without ANZ's prior written approval. In the event that the Facility Limit is exceeded without such approval, the amount by which the Facility Limit is exceeded is immediately payable by the Principal and any further transactions may be declined by ANZ in its absolute discretion until the Facility is brought within the Facility Limit.

The Principal can request ANZ in writing to vary the Facility Limit. If ANZ approves the request, ANZ will notify the Principal of the approval, the effective date of the approval and of any change to the fees and charges payable by the Principal as a result of the approval.

In the event the Principal does not agree to the revised fees and charges, the Principal is entitled to cancel the request for a Facility Limit increase by providing notice in writing to ANZ.

5. LIABILITY OF THE PRINCIPAL FOR CREDIT

The Principal is liable for all credit extended by ANZ on the ANZ Lodged Purchasing Card Account arising from any use of the ANZ Lodged Purchasing Card Account, and from any mail, internet or telephone orders or purchases authorised by any Authorised User to be charged to the ANZ Lodged Purchasing Card Account.

The Principal is also liable for any credit charge or other charges including government fees, duties and charges arising from any use of the ANZ Lodged Purchasing Card Account or transaction on the ANZ Lodged Purchasing Card Account.

6. STATEMENT OF ACCOUNT

If requested, each month ANZ will issue a summary statement of account for the ANZ Lodged Purchasing Card Account on a pre-determined statement date. The statement of account will be sent to the address shown on the Principal's application form or to any other address notified by the Principal to ANZ in writing.

7. ELECTRONIC FILE

ANZ may, from time to time agree to produce an Electronic File containing card transaction data. ANZ will not be responsible for any claims, losses, damages, liabilities, costs or expenses incurred by the Principal arising from provision of an inaccurate Electronic File or non-provision or delay in provision of Transaction Data.

8. PAYMENT BY THE PRINCIPAL

The Principal agrees to pay the outstanding balance of the ANZ Lodged Purchasing Card Account in full each month even though a statement of account may not have been received, unless agreed otherwise with ANZ. The payment must be made in New Zealand Dollars by direct debit as approved by ANZ.

ANZ will debit the Principal's Nominated Account, no later than 12 ANZ Business Days after the Closing Date, with the amount due and specified on the statement of account and any other amounts payable to ANZ hereunder.

The Principal authorises ANZ in the event of any non-payment of any amounts including credit charges and fees due at any time to ANZ pursuant to the Facility for more than two working days to apply any credit balance upon any account of the Principal with ANZ in or toward satisfaction of the amounts due to ANZ pursuant to the Facility and in the name of the Principal or of ANZ to do all such acts and to execute all such documents as may be required to effect such application.

Generally, ANZ will apply payments of cleared funds that it receives by 8.30pm to the ANZ Lodged Purchasing Card Account on that day. If ANZ receives payments of cleared funds after 8.30pm, the payment will be applied to the ANZ Lodged Purchasing Card Account on the next day.

9. BANK FEES AND CHARGES

ANZ reserves the right to charge the ANZ Lodged Purchasing Card Account with any fees and charges as may be set from time to time applicable to the Facility. A schedule of current fees and charges is provided at the back of these Terms and Conditions.

10. CASH ADVANCES

Cash advances on the ANZ Lodged Purchasing Card Account are not permitted and will be disabled for all ATM's (New Zealand or Overseas) and ANZ New Zealand Staff Assisted transactions. The Principal will be responsible for ensuring that their ANZ Lodged Purchasing Card is not used for any Staff Assisted cash advances with other New Zealand Banks or Overseas Banks or via Internet Banking. In the event that a Staff Assisted cash advance occurs at a non-ANZ New Zealand Branch, the principal will be responsible for paying the balances and any interest and fees resulting from this transaction.

11. INTEREST CHARGES

The Principal's ANZ Lodged Purchasing Card Account will not be charged interest if all of the Closing Balance specified in the statement of account is paid in full by the Due Date, other than for Cash Advances (as set out on the following page).

If all of the Closing Balance specified in a statement of account is not paid by the Due Date, then interest will be charged on:

(a) each item making up the Closing Balance specified in that statement of account (this may include purchases, fees, charges and previously charged interest); and

(b) any purchases made, and fees and charges incurred, from the Opening Date of the next statement of account

taking into account any payments made to reduce the amounts outstanding under (a) and (b) above from time to time.

Interest will be charged from:

(a) in the case of a purchase the date the purchase was made;

(b) in the case of a fee or charge the date the fee or charge was incurred; and

(c) in the case of interest, the date the interest was charged to the ANZ Lodged Purchasing Card Account;

until the Closing Date of the next statement of account.

Interest on Cash Advances

The Principal's ANZ Lodged Purchasing Card Account will be charged interest on the daily balance of each Cash Advance made, except to the extent the Cash Advance is made out of credit funds, from the date of the Cash Advance until the Cash Advance is repaid in full, taking into account any payments made to reduce the balance from time to time.

Interest will be charged on any interest and fees charged on a Cash Advance from the date the interest or fee is charged to the Principal's ANZ Lodged Purchasing Card Account until the date that it is paid in full.

Interest rates

The interest rates applicable to the ANZ Lodged Purchasing Card Account are shown in the statement of account.

Other than for Cash Advances, the interest rate applying to purchases will also apply to any fees, charges and previously billed interest charged to the Principal's ANZ Lodged Purchasing Card Account.

The interest rate applying to Cash Advances will also apply to any fees, charges and previously billed interest charged to the Principal's ANZ Lodged Purchasing Card Account where the fee, charge or previously billed interest relates to a Cash Advance.

Calculation of interest charge

If interest is charged on the Principal's ANZ Lodged Purchasing Card Account it will be calculated on a daily basis at ANZ's applicable current daily interest rate (calculated by dividing the applicable current annual interest rate by 365). This interest will be charged to the Principal's ANZ Lodged Purchasing Card Account on the next closing date and may itself bear interest in accordance with these Terms and Conditions.

For the purposes of calculating interest on the Principal's ANZ Lodged Purchasing Card Account, the end of each day will be the time of day determined by ANZ from time to time.

12. PAYMENTS

Payments that are made to the ANZ Lodged Purchasing Card Account will be applied in the following order, towards the payment of:

(a) Interest and fees

(b) Cash Advances included in the 'Closing Balance' of the Principal's most recent statement of account

(c) Purchases included in the 'Closing Balance' of the Principal's most recent statement of account

(d) Cash Advances since the last statement date

(e) Purchases since the last statement date.

Please be aware that there are risks involved if credit card or account details are given and transactions authorised before goods or services are received. Please ensure the Principal and Authorised Users are cautious when purchasing by phone, mail, over the Internet or in any situation where they are asked to disclose card numbers and card expiry dates in advance of goods or services being received. ANZ recommends that any contracts are read before supplying credit card details and the Principal and Authorised Users should be satisfied about matters such as the validity of the supplier, the terms of sale, their ability to deliver the goods or services, their exchange/

refunds policy, currency of sale, contract details and assurances they give about the security of card or account details. In addition, ANZ recommends that copies of order forms and receipts are kept until the goods or services are received.

13. USE OF THE ANZ LODGED PURCHASING CARD ACCOUNT OUTSIDE NEW ZEALAND

Should the ANZ Lodged Purchasing Card Account be used for transactions outside New Zealand, the transactions will be converted into New Zealand Dollars at a rate of exchange set by Visa. Visa set foreign currency exchange rates from a range of wholesale rates available to them (the rates set may differ from the rate Visa itself receives) that are applicable at the processing date of the transaction. Please note that the date of processing will not necessarily be the date the transaction occurs.

There may be differences in the conversion rate for credits and debits on the same day due to the different buy or sell rates used by Visa.

At the discretion of Visa, Visa transactions will either be converted directly from the currency in which the purchase was made to New Zealand Dollars, or will firstly be converted from the currency in which the purchase was made to US Dollars and then converted to New Zealand Dollars.

Currency conversion charges apply to foreign currency transactions.

ANZ applies a currency conversion charge to all Visa foreign currency transactions debited from the ANZ Lodged Purchasing Card Account.

ANZ don't charge a currency conversion charge to Visa foreign currency credit transactions (e.g. refunds). In the case of refunds, the currency conversion charge applied to the original debit transaction is not refunded.

Further details of this charge are contained in the Fee Schedule in this Guide.

Use of an ANZ Lodged Purchasing Card Account overseas may be subject to exchange controls and/or other government

requirements. Compliance with these requirements is the Principal's responsibility.

Individual service providers may determine the type of transactions permitted and the transaction limits.

14. TERMINATION OF THE FACILITY

14.1 ANZ reserves the right to cancel the Facility at any time without notice to the Principal if ANZ believes continued use of the Facility may cause a loss to either the Principal or ANZ.

No further credit will be extended on the ANZ Lodged Purchasing Card Account. In the event that the ANZ Lodged Purchasing Card Account is used subsequent to its cancellation, the Principal's liability in respect of the Facility will continue until confirmation of the cancellation of the Facility is received by ANZ.

ANZ may terminate the Facility at any time upon 30 days prior written notice to the Principal whether or not the Principal is in default of any of these Terms and Conditions.

ANZ may terminate the Facility immediately upon notice to the Principal if:

(a) the Principal is, or is likely to be, insolvent;

(b) the Principal breaches these Terms and Conditions;

(c) ANZ considers on reasonable grounds that the Principal has engaged in fraud; or

(d) ANZ considers on reasonable grounds that the continued provision of the Facility may damage the reputation of ANZ.

In such event, the ANZ Lodged Purchasing Card Account will be automatically cancelled and no further credit will be extended on the Facility. Use of the cancelled ANZ Lodged Purchasing Card Account must cease immediately.

14.2 The Principal may terminate the Facility at any time by providing written notice to ANZ. ANZ will automatically cancel the ANZ Lodged Purchasing Card Account from the date the written cancellation notice is received by ANZ. The Principal's liability in respect of the Facility (including any use of the

ANZ Lodged Purchasing Card Account) will continue until the Principal has taken all reasonable steps to confirm cancellation of the ANZ Lodged Purchasing Card Account to ANZ and any moneys owing to ANZ are paid in full.

In the event that a Facility is cancelled by ANZ or the ANZ Lodged Purchasing Card Account is terminated, whether by default or otherwise, the outstanding balance on the ANZ Lodged Purchasing Card Account will be due and payable to ANZ immediately on demand.

Any amount reasonably incurred or expended by ANZ in exercising its rights in relation to the Facility arising from any default are enforcement expenses and become immediately payable by the Principal. ANZ may debit the Principal's Nominated Account for such amounts without notice.

Termination of the Facility will not prejudice the rights and remedies of ANZ accruing prior to termination, including, without limitation, the right to recover from the Principal any moneys owing or that may become owing to ANZ under the Facility.

14.3 Under tax laws, ANZ may refuse to let the Principal or an Authorised User make a transaction or may have to close any ANZ Lodged Purchasing Card or Additional Card, or the ANZ Lodged Purchasing Card Account in certain circumstances. In particular, ANZ may refuse a transaction or close the ANZ Lodged Purchasing Card Account if ANZ hasn't received a declaration or complete and accurate tax residency information about the Principal or any person who owns or controls the Principal (where needed), or if ANZ believes any declaration or information is incomplete or inaccurate. ANZ will not be responsible for any losses or costs the Principal or anyone else incurs because ANZ has refused to complete any transaction or ANZ has closed the ANZ Lodged Purchasing Card Account for those reasons.

15. LOST OR STOLEN CARDS, OR DISCLOSURE OF ACCOUNT DETAILS

If an ANZ Lodged Purchasing Card is lost or stolen, or the Principal or an Authorised User believes any Account Details have been used by someone else without an Authorised User's authority, or have been disclosed or become known to someone else, the Principal or the Authorised User must let ANZ know immediately. The Principal and any Authorised User must not then use the ANZ Lodged Purchasing Card Account and ANZ may then stop or cancel the ANZ Lodged Purchasing Card Account.

Notification while in New Zealand: The Principal or the Authorised User should immediately contact any branch of ANZ, or ANZ Card Operations as follows:

Freephone 24 hours daily 0800 473 473

Outside New Zealand call collect +64 4 496 7246

7 days a week (except for 7am to 8.30am Monday to Friday)

Written confirmation of what has happened must be given to ANZ within seven days. Please ensure that full details (where, when, how and what) are included, as ANZ may need to relay these details to the police, Visa or merchants.

Notification while overseas: If an ANZ Lodged Purchasing Card is lost or stolen, or Account Details disclosed outside New Zealand, the Principal or the Authorised User should immediately report it to ANZ, through the Visa Global Customer Assistance Service.

In New Zealand call 0508 600 300, from overseas call collect +1 303 967 1090, or contact the nearest Visa member bank, and confirm the loss or disclosure in writing to ANZ within a reasonable time.

Once ANZ has been advised of the loss of an ANZ Lodged Purchasing Card or disclosure of any of the Account Details, ANZ may pass on all relevant information to the police, Visa or merchants.

If ANZ asks the Principal to lodge a formal complaint with the police and the Principal chooses not to do so, ANZ may decline any liability for any loss the Principal suffers.

16. TRANSACTION QUERIES

16.1 Transaction Queries must be directed to the Supplier

The Principal, Authorised Officer or Authorised User must direct any Transaction Queries to the relevant Supplier.

16.2 Referral to ANZ

If the Supplier is unable to resolve the Transaction Query then the Principal or Authorised Officer may refer the Transaction Query to ANZ. ANZ will only assist with Transaction Queries in the event that the relevant transaction has been processed to the ANZ Lodged Purchasing Card Account but has not been authorised in any way by the Principal, an Authorised Officer, or an Authorised User.

Submission of the disputed Transaction must be made to ANZ within 60 days of the date the disputed Transaction is processed, if it cannot be resolved directly with the Supplier.

17. UNAUTHORISED TRANSACTIONS

Provided that the Principal or an Authorised User notify us within a reasonable time period that an ANZ Lodged Purchasing Card has been lost or stolen, or any Account Details have been used by someone else without the Authorised User's authority, or have been disclosed or become known to someone else other than a Supplier, the Principal will not be liable for any loss that occurs before the Principal, or an Authorised User, notifies ANZ. This limitation on the Principal's liability will not apply if:

- The Principal or an Authorised User has negligently or recklessly disclosed any Account Details (for example by failing to take reasonable care to prevent others from identifying any Account Details while carrying out an online transaction)
- A written record of any Account Details has been kept on or with other Account Details, or if the Principal or an Authorised User has kept them in a form that can be readily identified as Account Details for the ANZ Lodged Purchasing Card Account
- The Principal or an Authorised User has selected unsuitable Account Details such as birth dates, sequential numbers (e.g. 1234), parts of telephone numbers or other easily accessible personal data, or combinations easily identified (e.g. 1111)

- The Principal or an Authorised User has disclosed any Account Details to anyone, including those in apparent authority including bank staff
- The Principal or an Authorised User has unreasonably delayed notifying ANZ that an ANZ Lodged Purchasing Card or any Account Details have been misplaced, lost or stolen, or that any Account Details have been disclosed
- The Principal or an Authorised User has acted fraudulently
- The Principal has parted with the ANZ Lodged Purchasing Card or allowed someone other than a Supplier to use the ANZ Lodged Purchasing Card or any Account Details
- The Principal or an Authorised User has failed to reasonably safeguard the ANZ Lodged Purchasing Card or any Account Details.

In the event that the Principal or an Authorised User has undertaken any of the actions listed above, the Principal's maximum liability for loss caused by that breach shall be the lesser of the actual loss at the time of notification, or the maximum amount the Principal and an Authorised User would have been entitled to access over the relevant period.

Notwithstanding the above, ANZ is not responsible for any loss to the Principal arising from:

(a) the acts or omissions of a Supplier or the Principal's arrangements with a Supplier

(b) an Authorised User's use of the ANZ Lodged Purchasing Card Account.

18. ANZ'S LIABILITY

Except in the case of fraud by either the Principal, or an Authorised User, ANZ will make good any direct loss the Principal has incurred in relation to an electronic transaction:

- If the ANZ Lodged Purchasing Card was forged, faulty, cancelled, expired or has been issued by ANZ in error to someone else
- As a result of a malfunction of the EFTPOS system
- If fraud or negligence of ANZ's employees or another party to the EFTPOS system was involved.

19. COLLECTION, USE, DISCLOSURE AND STORAGE OF INFORMATION

ANZ may collect, use, disclose and store information about the Principal, any Authorised Officer or any Authorised User in accordance with ANZ's Privacy Statement (which is expressly incorporated into these Terms and Conditions) and otherwise as notified below. The ANZ Privacy Statement is available at anz.co.nz/privacy. A print version is available to download as a PDF or from any branch.

Any information received about the Principal, an Authorised Officer or an Authorised User will be securely held by ANZ and (where applicable) may be accessed and corrected under the Privacy Act 2020. More information about access and correction can be found in the ANZ Privacy Statement.

Unless the Principal disagrees, the information may also be used to provide the Principal with information about other facilities, products or services including selected third party products or services. The Principal is entitled to advise ANZ in writing that it does not wish to receive information about other facilities or services (apart from those of Visa).

ANZ may obtain information and make such enquiries about the Principal as it considers warranted from any source including the ANZ Group and credit reference agencies for the purposes set out in the ANZ Privacy Statement and in these Terms and Conditions.

The ANZ Group is subject to anti-money laundering and terrorist legislation in force in New Zealand and other countries. The Principal agrees to provide all information to the ANZ Group which it reasonably requires to comply with these laws. Anti-money laundering and terrorist financing legislation in force in New Zealand and other countries may also prohibit ANZ from entering or concluding transactions which involve certain countries, persons or entities. As a result, the Principal agrees that the ANZ Group may:

(a) delay or block any transactions, or refuse to pay any money, without incurring any liability, or

(b) disclose any information concerning the Principal on the transaction to the New Zealand Police, or any relevant authority in any country, in order to ascertain whether the laws of that country apply to a transaction or otherwise in compliance with those laws that aim to prevent or detect terrorist financing or money laundering, in the reasonable belief that the transaction may contravene those laws and the ANZ Group will not incur any liability to the Principal as a result of that action.

20. COMMUNICATION WITH THE AUTHORISED USER

20.1 Subject to Condition 20.2, only the Principal shall communicate directly with an Authorised User. The Principal and any Authorised Officer are responsible for advising the Authorised Users in relation to access to the Facility, confirming a cancelled ANZ Facility to ANZ, notifying Authorised Users of any variation of the credit limit applicable to the Facility and any other notification in respect of the Facility which may be reasonably required by ANZ.

The Principal agrees to indemnify ANZ from and against any and all actions, claims, damages, losses and costs (including legal costs), which ANZ may suffer or incur as a result of the Principal's breach of this Condition. For the avoidance of doubt the principal will not be liable for any loss or damage that is indirect or consequential.

20.2 ANZ may communicate with an Authorised User or a Supplier, in respect of any loss or theft of the Account Details, any possible unauthorised use of the ANZ Lodged Purchasing Card Account, or any cancellation of the ANZ Lodged Purchasing Card Account by ANZ.

21. CHANGES TO TERMS AND CONDITIONS

ANZ may need to change these Terms and Conditions. Changes can be made by ANZ as follows:

(a) immediately on notice provided in writing, by public notice, a notice on anz.co.nz or via notices posted in ANZ branches for:

  (i) changes to an interest rate or associated index or base rate

  (ii) changes to an existing fee or charge

  (iii) introducing or changing a government fee or charge

  (iv) any changes to any associated rewards scheme or card benefits including, but not limited to insurance, Airpoints Rewards or CashBack schemes including the terms and conditions for those rewards or benefits

  (v) where reasonable to manage a material or immediate risk, including for example a conflict with existing laws or industry codes.

(b) on 30 days notice provided in writing, by public notice, a notice on anz.co.nz or via notices posted in ANZ branches for any other change to these terms and conditions.

22. USE OF NAME AND LOGO

The Principal will not use the name or logo of Visa International Service Association or the name or logo of ANZ in any material, including promotional or advertising material, without obtaining the prior written consent of ANZ.

ANZ will at all times retain the absolute interest in the licence to use the Visa logo.

ANZ will not use the name or logo of the Principal in any material without the prior written consent of the Principal.

23. SECURITY

When ANZ holds, or during the term of the Facility, requires security of any description securing any other liability(ies) the Principal may have to ANZ, the Principal's liability to ANZ in respect of the Facility will also form part of the moneys secured by such security.

24. JOINT AND SEVERAL LIABILITY

Where the Principal constitutes more than one party, the liability of each such party under the Facility shall be joint and several.

25. GOVERNING LAWS

These Terms and Conditions are governed by the laws of New Zealand.

26. ANZ'S RIGHTS TO COMBINE ACCOUNTS

ANZ can combine the balances of two or more of a Principal's accounts. This may happen when one of the Principal's accounts is overdrawn, over limit or is in debit and another is in credit. This means, for example, that the credit balance in one account can be used to repay the debit balance in another account. ANZ will promptly inform the Principal if it has combined any of the Principal's accounts. ANZ does not need to give notice in advance. The Principal should not treat accounts combined unless ANZ has agreed to such an arrangement.

27. FORCE MAJEURE

To the extent permitted by law, ANZ will not be liable to any Principal, Authorised Officer or Authorised User for any loss or damage (whether direct or consequential), nor be in default under the Facility, for failure to observe or perform any of its obligations under the Facility for any reason or cause which could not, with reasonable diligence, be controlled or prevented by ANZ, including acts of God, acts of nature, acts of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, terrorism, power shortages or failures, sudden and unexpected system failure or disruption by war or sabotage.

28. TRANSFER OF ANZ'S RIGHTS

ANZ may, without telling you or obtaining your consent:

- assign any of its rights under this contract; and
- give information about this contract and your obligations under it to any assignee of ANZ's rights under this contract, or anyone who is considering becoming an assignee.

29. LIABILITY WAIVER INSURANCE

With Liability Waiver Insurance, the Principal is protected against unauthorised charges made by Authorised Users for up to USD$25,000 per Authorised User per annum with a maximum of USD$1,650,000 per Principal per annum.

Terms, conditions and exclusions apply.

Claims Procedure for Liability Waiver Insurance

Should the Principal discover unauthorised charges, the Principal must take the following steps to activate the Liability Waiver Insurance.

1. Deliver or send to the Authorised User a written notice, stating that access to the ANZ Lodged Purchasing Card Account will be cancelled and that the Authorised User should immediately discontinue all use of the ANZ Lodged Purchasing Card Account.
2. Cancel the Authorised User's access to the ANZ Lodged Purchasing Card Account.
3. Notify ANZ that unauthorised charges have been discovered on the ANZ Lodged Purchasing Card Account, and request that any ANZ credit cards held by the user that are also covered by Liability Waiver Insurance are cancelled.
4. Request a 'Liability Waiver Insurance Claim Form' from ANZ, and complete it.
5. Send the completed Claim Form and all required evidence and information relating to the claim within 14 days of notifying ANZ, to the underwriter's agent to the email address or physical address below:

   Email: bclw@jltgroup.com

   Address:

   JLT Specialty Limited
   Claims Department
   Level 6, The St Botolph Building
   138 Houndsditch
   London EC3A 7AW
   England

6. Utilise any monies held for or on behalf of the Authorised User to avoid or reduce any claim where the Principal is legally entitled to do so.

The broker, JLT Specialty Ltd, will make payment of any unauthorised charges within the terms of the policy to ANZ Card Operations who will arrange payment to the Principal. Unauthorised charges will not be met where the charges are:

- Billed more than 75 days prior to the date when the Principal discovered the loss
- Not notified to JLT Specialty Ltd using the Liability Waiver Insurance Claim Form within 14 days of the Principal discovering the loss
- Incurred but not billed at the date of the Principal discovering the loss or up to 14 days after ANZ receives a request to cancel the Primary Card, whichever occurs earlier, or
- Discovered more than 75 days after this policy or the Principal's insurance ends, whichever occurs earlier.

The instructions and information set out above are for general guidance and do not purport to be full possible descriptions. If the Principal requires further information on the Liability Waiver Insurance policy please contact ANZ Card Operations – Commercial Cards.

This policy is underwritten by Lloyds of London and brokered by JLT Specialty Limited.

Underwriter

Lloyds of London
The Policyholder and Market Assistance Department
Lloyd's Market Services
Lloyd's
1 Lime Street
London EC3M7HA
England

Broker

JLT Specialty Limited
The St Botolph Building
138 Houndsditch
London EC3A 7AW
England

FEE SCHEDULE

ANZ Lodged Purchasing Card Account

Standard Fees	
Account Fee:	$35 p.a.
Implementation Fee:	POA
Non-Standard Fees	
Replacement Card:	$5 per card
Urgent Card Fee:	Courier Fee (domestic & international)
Optional Service Fees	
Currency Conversion Charge (Applies to Foreign Currency Transactions):	1.3% of the NZD amount

Cash Advance Fees (on Credit & Debit balances)

In New Zealand	
ANZ and non-ANZ ATMs (disabled):	No charge
Staff Assisted (disabled for ANZ):	$3
Overseas	
Overseas ATMs (disabled):	No charge
Overseas Staff Assisted:	No charge

This brochure is current as at 26 May 2023 and details are subject to change.

ANZ Bank New Zealand Limited 05/23 17251

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