

vendor Information PACK

This kit provides you with the information you need to know about providing services to Nestlé AND the information you need to provide Nestlé so that we can set you up in our systems.

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| **The Nestlé Responsible Sourcing Standard**  Our [Nestlé Responsible Sourcing Standard (pdf, 2Mb)](https://www.nestle.com/asset-library/documents/library/documents/suppliers/nestle-responsible-sourcing-standard-english.pdf) describes the requirements and ways of working that we apply together with our suppliers to ensure the sustainable long-term supply of materials and services to Nestlé. It sets out basic non-negotiable standards as well as important and urgent sustainability practices that we ask our suppliers, their employees, agents and subcontractors to respect and to adhere to at all times when conducting business.  The Standard is an integral part of all of our purchase orders and supply contracts. | [Click here to open the Standard](https://www.nestle.com/asset-library/documents/library/documents/suppliers/nestle-responsible-sourcing-standard-english.pdf) |
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Providing Goods and Services to Nestlé

All Nestlé purchases are confirmed in writing through a Purchase Order that must be provided to you before you commence any activity for us. Any activity undertaken before receipt of a Purchase Order will result in delays to invoice payment and may impact future purchases made with you.

**There are four steps to providing services to Nestlé.** If you have a contract and/or an agreed price list with Nestlé, Step 1 and 2 may not be required.

**Step 1: Nestlé requests that you provide goods or services**

* Nestlé will issue you a **Request for Quote**, which confirms our requirements in writing and asks that you provide a written quote in response.
* The Nestlé representative that contacts you is your primary contact for the purchase.

**Step 2: You provide a written quote**

* Quotes confirm in writing the goods and services you will deliver to Nestlé and any conditions that may apply – e.g. delivery times, prices, etc.
* Your quote must be titled **Quote** or **Quotation**, and include:
  + A quote **date**, how long the quote is **valid** for and a quote **reference number**.
  + Your company name, address, and tax registration number.
  + **Separate line items** for each material or service, specifying a description, quantity, price and currency.
  + Any price must show the **net amount** and **tax payable on net amount** separately.

**Step 3: Nestlé sends you a Purchase Order**

* Nestlé Purchase Orders **must** be provided to you before you commence any activity for Nestlé. Purchase Orders communicate our intentions to commit to a scope of work, quantity or volume of goods and services.
* When you receive a Purchase Order, please **check** to ensure it is in line with your quote, e.g. is pricing correct.
* If asked by Nestlé to start work without a Purchase Order, confirm you are **unable** to do so and refer the Requestor to Nestlé’s accounts payable policy.

**Step 4: Deliver the goods or services and invoice Nestlé**

* Nestlé will accept invoices after the goods or services in the Purchase Order have neen delivered.
* Ensure that your invoice is sent within 10 days after delivering the goods and services to ensure prompt payment.

*Please note: Our standard payment term is 100 days from invoice date, unless* [*small vendor payment terms*](https://www.nestle.com.au/en/nestl%C3%A9-australias-policy-working-small-suppliers) *criteria are met and agreed with Nestlé.  Your payment term will always display on any Purchase Order sent to you.  If you have any questions about your payment term, please contact your local Nestlé contact.*

What to include on invoices and credit notes issued to Nestlé

Including the right information and following the process will enable prompt payment.   
If information is missing, this may delay the payment of your invoice.

**What needs to be on your invoice or credit note?**

* Address your invoice or credit note to *Nestlé New Zealand Limited, Accounts Payable, 1&2 Carlaw Park, 12-16 Nicholls lane, Parnell, Auckland 1784, New Zealand.*
* Ensure it clearly states that is it a **tax invoice** or **credit note**
* Invoices must be dated **AFTER** delivery of the goods and services to Nestlé.
* Your invoice or credit note must be electronically created and include:
  + invoice or credit note **date** and a **unique number** of less than 16 digits. Your credit note must include both **credit note unique number** and **invoice unique number**.
  + Your company name, address and tax registration number.
  + Your Nestlé **supplier number** and **purchase order number**.
  + **Separate line items** for each material or service, specifying a description, quantity, price and currency.
  + Any price must show the **net amount** and **tax payable on net amount** separately.
  + Your **bank details**, as registered in our system. Bank details not registered in our system will need to be confirmed with us on company letterhead; **without this your payment will be delayed**.

**Why hasn’t my invoice or credit note been processed?**

The main causes of delays are:

* The invoice has been issued **BEFORE** the goods or services have been delivered.
* **Duplicate** **invoices** or credit notes have been sent. If sending a copy of an invoice with delivery of the goods, mark the document as “Duplicate Invoice – Do not process”
* Information is missing or incorrect on your invoice or credit note.
  + **Common errors include:** discrepancies in quantity, weight or price; invoice and PO details that don’t match; missing purchase order or Nestlé supplier number.

**Send us invoices and credit notes**

* **eInvoicing** is the smarter, faster way to electronically issue and track your invoices.
* **If you’re not registered for eInvoicing**, send invoices and credit notes electronically to [APPDFInvoicesNZ.NBSAOA@PH.nestle.com](mailto:APPDFInvoicesNZ.NBSAOA@PH.nestle.com).

**Contact Us**

* Send Accounts Payable Queries to [NBSAOA-FS-AP-NZ@ph.nestle.com](mailto:NBSAOA-FS-AP-NZ@ph.nestle.com) and include your Nestlé **supplier number**, the **purchase order**, **invoice** or **credit note number** and the reason for your query.
  + Accounts Payable Queries include what has been invoiced, when payments are due, if invoices or credits have been blocked and parked or for general queries.
* Contact your Nestlé Representative (the employee who assigned the activity to you), for assistance in resolving blocked and parked invoices and credits and to provide information on delivery weight summaries and weighbridge receipts.

eInvoicing

This document provides a guide to how to register with Nestlé’s eInvoicing solution to enable you to send your invoices and credit notes to us.

**What is eInvoicing?**

E-invoicing is a smarter and faster way for you to submit electronic invoices between you and Nestlé.

eInvoicing increases on-time payment be ensuring your invoices are accurately and efficiently loaded on to our system first time, and eliminates the possibility of lost or misplaced invoices.

**Who are Tungsten Network?**

Tungsten Network isNestlé's Global Service Provider for e-invoicing. Tungsten Network enables vendors to submit, process, and finance compliant invoices online in the language, currency and format of their choice.

**How does eInvoicing work?**

When you send your invoice (in your preferred format), Tungsten Network will translate, enrich, validate and digitally sign the invoice before sending it to Nestlé accounting. Vendors can use their own accounting systems or the online Tungsten Network Portal to submit invoice data electronically. You don’t need any additional hardware or software.

**What are the eInvoicing options?**

* **Web Forms:** Recommended for vendors with low volume of invoices. Vendors can submit 52 free invoices per year and can purchase additional transactions as needed.
* **Integrated Solution**: Recommended for vendors with high volumes of invoices. Vendors pay an annual subscription fee and receive 520 invoice transactions per year, and can purchase additional transactions as needed.

**Register for eInvoicing**

When you are created in Nestlé’s systems, you will receive a Nestlé **supplier number**. Within two weeks of receiving your Nestle supplier number, you will receive an email from Tungsten Network outlining how to register for eInvoicing.

If you are not contacted after two weeks, please contact Tungsten Network directly (details below) to ensure your registration can be completed and to prevent any delay to processing your invoices.

**For more information**

For more information, visit the [eInvoicing for Nestlé program with Tungsten Network](http://www.tungsten-network.com/customer-campaigns/nestle/uk/home/), refer to the [frequently asked questions](http://www.tungsten-network.com/uk/support/frequently-asked-questions/) or contact the [Tungsten Network Support](http://www.tungsten-network.com/uk/en/contact-us/support/) for assistance. Please [click here](http://www.tungsten-network.com/customer-campaigns/nestle/uk/entities/) to see the Nestlé entities that are live with eInvoicing on the Tungsten Network.

**For support**

The Tungsten Network Supplier Enrolment and Support Team are available to help:

Phone: +61 (1) 800 035 399 or [www.tungsten-network.com/uk/contact-us/#call-us](http://www.tungsten-network.com/uk/contact-us/#call-us)

E-mail: [register@tungsten-network.com](mailto:register@tungsten-network.com) for assistance or visit the [Tungsten Network Site](http://www.tungsten-network.com/uk/solutions-for-suppliers/e-invoicing/)

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| **New Vendor Request**  **(delete row before printing)** | | | | | | | Once completed, please print form on your company letterhead, have an authorised person sign the form and then return to Nestlé. | | | | | | | | | | | |
| **General Company Details** | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
| Legal Entity Name | | | |  | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
| Trading Name | | | |  | | | | | | | | | | | | | | |
|  | | | |  | | | | | | | | | | | | | | |
| Confirm Nestlé Contact Name | | | |  | | | | | | | | | | | | | | |
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| Describe the goods and services you provide: | | | |  | | | | | | | | | | | | | | |
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| **Company Registration Details** | | | | | | | | | | | | | | | | | | |
| Enter any tax and company registration numbers that may apply – especially if these are listed on your invoice, as this will prevent invoice processing and payment delays. | | | | | | | | | | | | | | | | | | |
| 1. If an Australian registered legal entity, enter Australian Business Number | | | | | | | | | | | | | | | Click to enter ABN # | | | |
|  | | | | | | | | | | | | | | |  | | | |
| 1. If legally registered outside of Australia, enter your tax registration number | | | | | | | | | | | | | | | Click to enter tax # | | | |
|  | | | | | | | | | | | | | | |  | | | |
| 1. Enter any other company registration number (if different to your tax registration #) | | | | | | | | | | | | | | | Click to enter other # | | | |
|  | | | | | | | | | | | | | | | | |  | |
| **Company Street Address** | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
| Street Address 1 | | Click to enter Building name, building code, unit/suite number, and floor (use only if applicable) | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
| Street Address 2 | | Click to enter Street Address. If applicable, enter cross street name. Do not use abbreviations, e.g. ST vs Street. | | | | | | | | | | | | | | | | |
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| City |  | | | | | | | Region | |  | | | | | | | Post Code |  |
|  |  | | | | | | |  | |  | | | | | | |  |  |
| **Company Postal Address** (If postal address is same as street address, leave this section blank) | | | | | | | | | | | | | | | | | | |
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| Type: | Click to select postal type | | | | | | | Box/Bag/DX Number | | | | |  | | | |  | |
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| City |  | | | | | | | Region | |  | | | | | | | Post Code |  |
|  |  | | | | | | |  | |  | | | | | | |  |  |
| **Company Contact Details** | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
| Phone |  | | | | | | | Fax | |  | | | | | | | Mobile |  |
|  | | | | | | | | | | | | | | | | | | |
| Accounts Contact | | |  | | | | | Accounts Email | | | | Click to enter email accounts queries will go to | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
| Purchase Order Contact | | |  | | | | | PO Email | | | | Click to enter email Purchase Orders will go to | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
| **Local Banking Details** | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
| Bank Name | | |  | | | | | | | | | | | Bank Branch | | |  | |
|  | | | | | | | | | | | | | | | | | | |
| Bank Account Name | | |  | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
| Bank Branch Number | | |  | | - |  | | | Account Number | | | | | | | |  | |
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| **Overseas Banking Details** | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
| Swift Code | | | Enter Swift Code Here | | | | | | | | Select Overseas Code | | | | | | Enter Bank Code Here | |
|  | | | | | | | | | | | | | | | | | | |
| **Checklist** | | | | | | | | | | | | | | | | | | |
| I have completed this form electronically (handwritten forms not accepted), printed it on signed Company Letterhead and signed.  I have read and understood Nestlé's terms and conditions. | | | | | | | | | | | | | | | | | | |
| **SIGNED BY AUTHORISED COMPANY REPRESENTATIVE** | | | | | | | | | | | | | | | | | | |
| Name and Title of Authorised Representative | | |  | | | | | | | | | | | Signature | |  | | |

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| **Change My Company Details**  **(delete row before printing)** | | | | **Changed Company Tax Registration Number? Please complete New Vendor Request Form**  Completing this form   * Section A: Company details are mandatory. * Section B: Company details to be changed within Nestlé systems is for you to confirm any change to your details. Delete any part of Section B that does not apply.   Once completed, please print form on your company letterhead, have an authorised person sign the form and then return to your Nestlé contact for processing. | | | | | | | | | | | | | |
| **Section A: Your Company Details – Mandatory** | | | | | | | | | | | | | | | | | |
| Nestlé Supplier Number | | | | |  | | | | | | | | | | | | |
|  | | | | |  | | | | | | | | | | | | |
| Legal Entity Name | | | | |  | | | | | | | | | | | | |
|  | | | | |  | | | | | | | | | | | | |
| Trading Name | | | | |  | | | | | | | | | | | | |
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| **Section B: Company Details to be updated within Nestlé’s Systems** | | | | | | | | | | | | | | | | | |
| **Company Street Address** | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
| Street Address 1 | | Click to enter Building name, building code, unit/suite number, and floor (use only if applicable) | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
| Street Address 2 | | Click to enter Street Address. If applicable, enter cross street name. Do not use abbreviations, e.g. ST vs Street. | | | | | | | | | | | | | | | | |
|  | |  | | | | | | | | | | | | | | | | |
| City |  | | | | | | | Region | |  | | | | | | Post Code |  | |
|  |  | | | | | | |  | |  | | | | | |  |  | |
| **Company Postal Address** (If postal address is same as street address, leave this section blank) | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
| Type: | Click to select postal type | | | | | | | Box/Bag/DX Number | | | | |  | | |  | | |
|  | | | | | | | | | | | | | | | | | | |
| City |  | | | | | | | Region | |  | | | | | | Post Code |  | |
|  |  | | | | | | |  | |  | | | | | |  |  | |
| **Company Contact Details** | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
| Phone |  | | | | | | | Fax | |  | | | | | | Mobile |  | |
|  | | | | | | | | | | | | | | | | | | |
| Accounts Contact | | |  | | | | | Accounts Email | | | | Click to enter email accounts queries will go to | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
| Purchase Order Contact | | |  | | | | | PO Email | | | | Click to enter email Purchase Orders will go to | | | | | | |
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| **Local Banking Details** | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
| Bank Name | | |  | | | | | | | | | | | Bank Branch | |  | | |
|  | | | | | | | | | | | | | | | | | | |
| Bank Account Name | | |  | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
| Bank Branch Number | | |  | | | - |  | | Account Number | | | | | | |  | | |
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| **Overseas Banking Details** | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | |
| Swift Code | | | Enter Swift Code Here | | | | | | | | Select Overseas Code | | | | | Enter Bank Code Here | | |
|  | | | | | | | | | | | | | | | | | | |
| **Checklist** | | | | | | | | | | | | | | | | | | |
| I have completed this form electronically (handwritten forms not accepted), printed it on signed Company Letterhead and signed.  I confirm my Company Tax Registration Number has not changed. If it has, this request cannot be processed and you will need to submit a New Vendor Request form. | | | | | | | | | | | | | | | | | | |
| **SIGNED BY AUTHORISED COMPANY REPRESENTATIVE** | | | | | | | | | | | | | | | | | | |
| Name and Title of Authorised Representative | | |  | | | | | | | | | | | Signature |  | | | |

Purchase Order Terms and Conditions

These conditions govern the supply of the Goods listed on the PO and include the NRSS. These conditions will be deemed accepted by you if you accept the PO, start performing the PO or accept payment from Buyer under the PO.

1. Dictionary
   1. In this Contract:

**Buyer** means the party issuing the PO.

**Contract** means the contract formed between Buyer and you by acceptance of a PO.

**DDP** has the meaning given in the Incoterms 2010.

**Goods** means any goods and/or services to be supplied to Buyer under this Contract.

**NAL** means Nestlé Australia Ltd and its officers, employees and agents.

**NNZ** is Nestlé New Zealand Limited and its officers, employees and agents.

**NRSS** means the Nestlé Responsible Sourcing Standard, which can be found on the internet at [www.nestle.com](http://www.nestle.com).

**PO** means a purchase order incorporating these terms and conditions.

**you/your** means the supplier under the PO and includes your employees, representatives, agents and sub-contractors.

1. Price and payment
   1. The price for the Goods is as shown on the PO and is DDP to the delivery address specified in the PO. It is a firm price and is not subject to any variation unless otherwise stated in the PO or agreed in writing between the parties.
   2. On receipt of a correctly rendered invoice, Buyer will pay all undisputed invoices in accordance with payment terms agreed and set up with Supplier.
2. Delivery and acceptance
   1. You must deliver the Goods to the delivery address on the date specified in the PO with a delivery docket, a transport carrier docket where applicable and, when requested, a certificate of analysis. Each delivery docket must specify:
3. Buyer’s PO number (10 digits);
4. Buyer’s unit of measure and quantities;
5. Buyer's part or item number;
6. Buyer’s description of the Goods;
7. your company name; and
8. the delivery date and delivery location.
   1. You must notify Buyer immediately if, for any reason, the Goods are likely not to be delivered in accordance with Clause 3.1 (but the notice does not relieve you of your obligations unless due to force majeure).
9. Invoices
   1. You must issue a tax invoice on delivery of the Goods. Each tax invoice must comply with GST legislation and will not be accepted unless it includes:
10. Buyer’s name;
11. Buyer’s PO number (10 digits);
12. pricing as per the PO;
13. Buyer’s unit of measure and quantities;
14. delivery date and delivery location;
15. Buyer’s material code at the invoice line item level;
16. Buyer’s description of Goods;
17. your vendor number (9 digits);
18. your invoice number and date;
19. your ABN, GST or VAT number; and
20. your company name and bank details.
21. Goods description
    1. The obligations imposed by this Clause are of the essence of the Contract. The Goods must:
22. comply exactly in quality, quantity and description specified in the PO;
23. comply exactly with any samples or specifications provided by Buyer to you or by you to Buyer for the Goods;
24. be delivered on the delivery date specified in the PO;
25. be of merchantable quality and fit for the purpose for which Buyer has acquired them, including being free from odour and micro-contaminants;
26. all materials forming part of Goods must not have been obtained from or manufactured using genetic modified techniques;
27. be securely and properly packed;
28. not infringe the intellectual property rights of any person;
29. in the case of NNZ, satisfy the conditions and warranties implied by the *Sale of Goods Act 1908* (NZ)*,* and in the case of NAL, satisfy the conditions and warranties prescribed in Part 3.2 Division 1 of Schedule 2 of the *Competition and Consumer Act 2010* (Cth);
30. satisfy any other conditions, warranties or terms, not inconsistent with this Contract, that are implied by law or custom and you may not exclude or limit its liability under any such condition, warranty or term; and
31. comply with all applicable regulations, bylaws, codes and standards.
32. Property and risk
    1. Title in the Goods passes to Buyer on the earlier of use of the Goods by Buyer or payment by Buyer.
    2. Risk in the Goods passes to Buyer on delivery to the delivery location.
    3. You acknowledge that Buyer owns all intellectual property created for the purposes of this PO and if required you agree to (and will procure that your employees, agents or contractors) assign all intellectual property rights to Buyer as and when those rights are created.
    4. Any of Buyer’s intellectual property shared with you in connection with this PO must be used by you only on Goods provided by you to buyer pursuant to this PO. You grant buyer a perpetual, worldwide, non-exclusive, irrevocable licence to use, copy, modify and otherwise exploit any of your background intellectual property to the extent it is required for Buyer to exploit its ownership of the Goods.
    5. To the extent that any third party intellectual property is incorporated in to the Goods provided by you pursuant to this PO, you warrant to Buyer that you have obtained all appropriate licences or sub-licences required to enable Buyer to exploit its ownership of the Goods.
33. Liability and insurance
    1. You must take out and maintain public and product liability insurance to cover any liability you may incur under this Contract (minimum AUD$10M per incident for NAL and NZ$10M for NNZ).
    2. You must indemnify and keep Buyer indemnified on a full indemnity basis against all loss or damage suffered by Buyer arising out of any breach by you of this Contract or arising out of your sale of the Goods.
    3. Without limiting Buyer’s rights under Clause 7.2, Buyer’s claim for damages, losses, costs and expenses under Clause 7.2 may include the following:
34. cost of labour (including the payment of overtime rates) to identify non-compliant Goods or assist with product recalls or withdrawals or to handle consumer complaints;
35. cost of transportation;
36. cost of ingredients, packaging or other materials damaged or rendered unusable including the cost of destruction or replacement of finished goods, ingredients, packaging or other materials;
37. costs associated with loss of productivity arising as a result of or in connection with equipment downtime, a reduction in production line speed or changes in production schedules; and
38. loss of profits resulting from or connected with, directly or indirectly, in whole or in part, your performance under this Contract or resulting from any default or other breach by you (by act or omission) of your obligations under this Contract.
39. Product recall or withdrawal
    1. You must immediately notify Buyer’s Quality Manager Oceania as soon as you become aware that any Goods may give rise to a public health concern or may otherwise be required to be recalled or withdrawn. If requested by Buyer, you must either destroy the Goods or assist in recall or withdrawal of the Goods and must comply with all directions of Buyer in relation to the recall or withdrawal, including any directions aimed at minimising resulting damage to Buyer's reputation. Any actions taken by you in accordance with this clause must be carried out at your cost if caused by you (including by your agents, suppliers and contractors), and otherwise will be at Buyer’s cost.
    2. In the event that Buyer at its own discretion initiates a recall, withdrawal or destruction of Goods (or products containing the Goods), or a recall is ordered or recommended by governmental authorities having jurisdiction, you will fully cooperate and share all information with Buyer. All recall related expenses, as well as all the damages incurred by Buyer or affected third parties, will be borne and compensated by you to the extent the cause of the recall is due to any breach by you of your obligations under this Contract or any negligent or unlawful act by you.
40. Default
    1. You will be in default if:
41. you breach this Contract or otherwise do not deliver the Goods in accordance with the PO (including as to quantity or time of delivery;
42. if, in Buyer's opinion, you damage or may damage Buyer's brands, goodwill or reputation;
43. you, being an individual, commit an act of bankruptcy or become an insolvent under administration; or
44. you, being a body corporate, become an externally-administered body corporate or have an application for winding up filed against you.
    1. If you default, Buyer may at its election and without prejudice to its other rights and remedies:
45. cancel the relevant PO or recover from you any costs reasonably incurred by Buyer in obtaining substitution Goods;
46. notify you of the breach giving details in respect of any non-compliance with the Goods’ description under a PO and return the Goods to you at your risk and expense and seek:
47. replacement goods within 5 working days of you receiving notice of the breach; or
48. a refund of the price paid for the relevant Goods;
49. seek specific performance of this Contract in whole or in part;
50. seek damages for default; and/or
51. withhold payment for the Goods until any breach is rectified.
    1. Buyer is not liable for any damages sustained directly or indirectly by you or any other person as a result of Buyer exercising its rights under this clause.
52. General terms
    1. You warrant that you have reviewed and understood, and that you and your own suppliers will fully comply at your own cost with the latest version of the NRSS, as well as any other policy informed by Buyer to you from time to time, including the Global Food Safety Initiative. On request by NAL or NNZ, at your own cost, you agree to submit either a SMETA 4 Pillars audit report (published on [www.sedexglobal.com/ethical-audits/smeta](http://www.sedexglobal.com/ethical-audits/smeta)), or where applicable an EcoVadis audit report (published on <http://nestle.ecovadis.com>) to NAL or NNZ.
    2. When a PO is accepted by a PO acknowledgment or by supply of the Goods, the Contract will be wholly documented by (in descending order of precedence) any specific term(s) agreed in writing, a Supply Agreement (where entered into between the parties), the PO (which includes these terms and conditions) and the NRSS. This Contract applies to the exclusion of all documents submitted by you (whether before or after the date of this Contract) unless and until Buyer has expressly agreed to those terms in writing signed by an authorised officer of Buyer. This Contract may not be varied except in writing signed by an authorised officer of Buyer.
    3. Trade custom and/or trade usage is superseded by the Contract and shall not be applicable in the interpretation of the Contract.
    4. If Buyer is NNZ, this Contract is governed by the laws of New Zealand and any resulting legal action must be taken in the appropriate court in New Zealand. If Buyer is NAL, this Contract is governed by the laws of NSW and any resulting legal action must be taken in the appropriate court in NSW.
    5. You may not assign or subcontract any of your rights or obligations under this Contract unless you first have Buyer's written consent.
    6. Without prejudice to any other right or remedy, Buyer reserves the right to set off any amount owing at any time from you to Buyer against any amount payable by Buyer to you.
    7. You acknowledges that in the course of providing the Goods, you may be exposed to or receive certain information deemed to be confidential or proprietary by Buyer (including information relating to Buyer's manufacturing processes, equipment and know-how, ingredients, recipes, procedures and standards ("Confidential Information"). You agree that all such Confidential Information will be retained by you as strictly confidential, not disclosed to any third party and will only be used in connection with the performance of the PO. In the absence of written authorisation from Buyer, you must not mention your business relations with Buyer or use Buyer's name or trademarks in any advertising, promotion video, website, leaflet, publication or in any other form.
    8. You will comply at all times with all applicable data protection laws and must implement appropriate measures to protect personal data provided by Buyer from accidental, unauthorised or unlawful loss, alteration, disclosure, access or interference (Data Breach). You must notify Buyer immediately of a Data Breach.