



VENDOR LETTER OF DECLARATION ("VLOD")

Our company, _____ (*Company Name*) bearing Registration Number _____ (*NZBN/Others*), (hereinafter this VLOD "**Vendor**", which includes its Directors, Officers and Employees) who intends to conduct Business Transaction(s)* with Sime Darby Motor Group (NZ) Limited and/or its subsidiaries and affiliates which includes the legal entities, Continental Car Services Ltd, North Shore Motor Holdings Ltd (trading as Continental Cars BMW), Truck Stops (NZ) Ltd, Motor Truck Distributors (NZ) Ltd, Hino Distributors (NZ) Ltd, UD Truck Distributors (NZ) Ltd, Sime Darby Property (NZ) Ltd, Sime Darby Fleet Services (NZ) Ltd, SD Distributors (NZ) Ltd and Sime Darby Transport (NZ) Ltd (trading as Palfinger, TWL Transpecs, Engineering And Plant Services) (the Company) (hereinafter "**Company**") hereby:

1. PLEDGES AND UNDERTAKES THAT:

- a. We have read and understood, and will comply with:
 - (i) the attached **Vendor Code of Business Conduct ("VCOBC")**;
The VCOBC outlines the standards of behaviour required from the Vendor relating to:
 - (a) Labour & Human Rights;
 - (b) Environment, Safety & Health; and
 - (c) Ethics & Management Practices.
 - (ii) all applicable laws and regulations relating to anti-bribery, fraud and corruption; and
 - (iii) the following anti-corruption principles:
 - (a) Committing to promote values of integrity, transparency, accountability and good corporate governance;
 - (b) Strengthening internal systems that support corruption prevention;
 - (c) Fighting any form of corrupt practice; and
 - (d) Supporting corruption prevention initiatives by the New Zealand Government and the local authorities;to the best of our knowledge (collectively, "**The Requirements**")'
- b. We will ensure our subsidiaries, affiliates and all other parties that we appoint to conduct work for the Company, will also comply with The Requirements.
- c. We have not been convicted nor are we the subject of any investigation, inquiry or enforcement proceedings by the relevant authorities of any actual or suspected breach to The Requirements and will report any actual or suspected breach to The Requirements as soon as reasonably practicable and to the extent permitted by law, to the Company.

2. AGREES THAT:

- a. In the event that we are in breach of any of the above sections, the Company may immediately revoke the contract award, or terminate the contract for the Business Transaction(s) without any liability whatsoever on the part of the Sime Darby Berhad to the Vendor. This is without prejudice to any other rights or remedies that the Company may have or any other appropriate action which the Company may seek under the terms of the applicable tender/contract or applicable laws and regulations.

- b. Should any person attempt to solicit any bribe or advantage (whether financial or otherwise) from the Vendor or any other person connected to the Vendor either as an inducement or incentive to be selected or as a reward, gift or bonus for being selected in the Business Transaction(s)*, or where the Vendor has reasonable grounds to suspect any breach of the obligations in this VLOD or the VCOBC, the Vendor will report such act to the Company as soon as reasonably practicable.

For and on behalf of the Vendor,

Yours sincerely,

Signature

Name:

Company Director/Authorised Officer

Position:

Company Name:

Date:

Received & acknowledged by:

Name:

Position:

Company:

Sime Darby Motor Group (NZ) Limited

**Business transaction(s) is (are) defined as Tenders, Quotations, Contracts, Letter of Awards and Purchase Orders.*