



Registration of Interest (ROI) for non-wires alternative in wider Warkworth region

Call for Registrations of Interest

ROI released: 17th January 2022

Deadline for Questions: 16th February 2022

Deadline for Registrations: 6pm 23rd February 2022





Table of Contents

- 1. This opportunity in a nutshell..... 3
 - 1.1 Background..... 3
 - 1.2 Objective of the ROI 4
 - 1.3 Overview of the opportunity..... 5
 - 1.4 What’s important to us 5
 - 1.5 Why should you register your interest? 5
- 2. Our Requirements 6
 - 2.1 Target region..... 6
 - 2.2 Scope and requirements for non-wires alternative..... 7
 - 2.3 Non-wires alternative characteristics..... 9
 - 2.4 Proposed terms of arrangement..... 10
- 3. ROI schedule and practical information 11
 - 3.1 Context 11
 - 3.2 Our timeline..... 11
 - 3.3 How to contact us 11
 - 3.4 Developing and submitting your ROI registration..... 11
 - 3.5 Terms and Conditions..... 12
- 4. Response Form 13
- 5. Terms and Conditions of ROI Process..... 15

1. This opportunity in a nutshell

Vector Limited (Vector) has identified the need for investment in the wider Warkworth region to support forecasted growth in this region. Vector's aim is to find solutions that provide ongoing security to the region, an excellent customer experience, and the lowest cost to customers.

This is a high-profile opportunity to integrate a new non-wires alternative¹ into New Zealand's largest electricity network, in an area of high growth and customer demand. As such, it represents a chance to truly shape the future market for new network solutions elsewhere in Auckland and around New Zealand, which will be crucial in New Zealand's transition to reliable, clean and affordable energy systems.

The purpose of this document is to seek information from potential suppliers of non-wires alternative solutions.

1.1 Background

Vector is an energy solutions company (www.vector.co.nz), including the largest electricity and gas distribution businesses in New Zealand. It owns and operates the network lines that deliver power to Aucklanders, from Wellsford to Papakura. Vector's network consists of more than 18,000km of overhead lines and underground cables supplying electricity to over 600,000 customers.

The Auckland region is experiencing strong and sustained growth. Vector is committed to continuously seeking new and innovative solutions to support Auckland's growth at the lowest cost to its customers.

The wider Warkworth region is one of the most northern in Vector's network; it stretches from Puhoi north to Pakiri, and from Tauhoa east to Kawau Island. It includes the townships of Warkworth, Matakana, Sandspit, Omaha, Leigh, and Snells Beach (Figure 1).

The Auckland Unitary plan forecasts significant growth in the Warkworth region. Access to the region will be significantly improved due to the soon to be completed Puhoi to Warkworth motorway and the proposed Warkworth to Te Hana motorway. The changes to the urban boundary are expected to open significant new land for development, particularly for commercial and industrial development, including a potential new large customer. As a result, the number of customers is forecast to grow from 16,000 at present to 25,000 over the next 30 years.

¹ Non-wires alternative (NWA) is a catch-all term for an electricity network investment or project that uses non-traditional solutions - such as for example distributed generation, energy storage, demand-side management, demand response, and digital network software and controls - to defer or replace the need for specific equipment upgrades, such as lines, cables or transformers, by reducing load at a substation or circuit level.

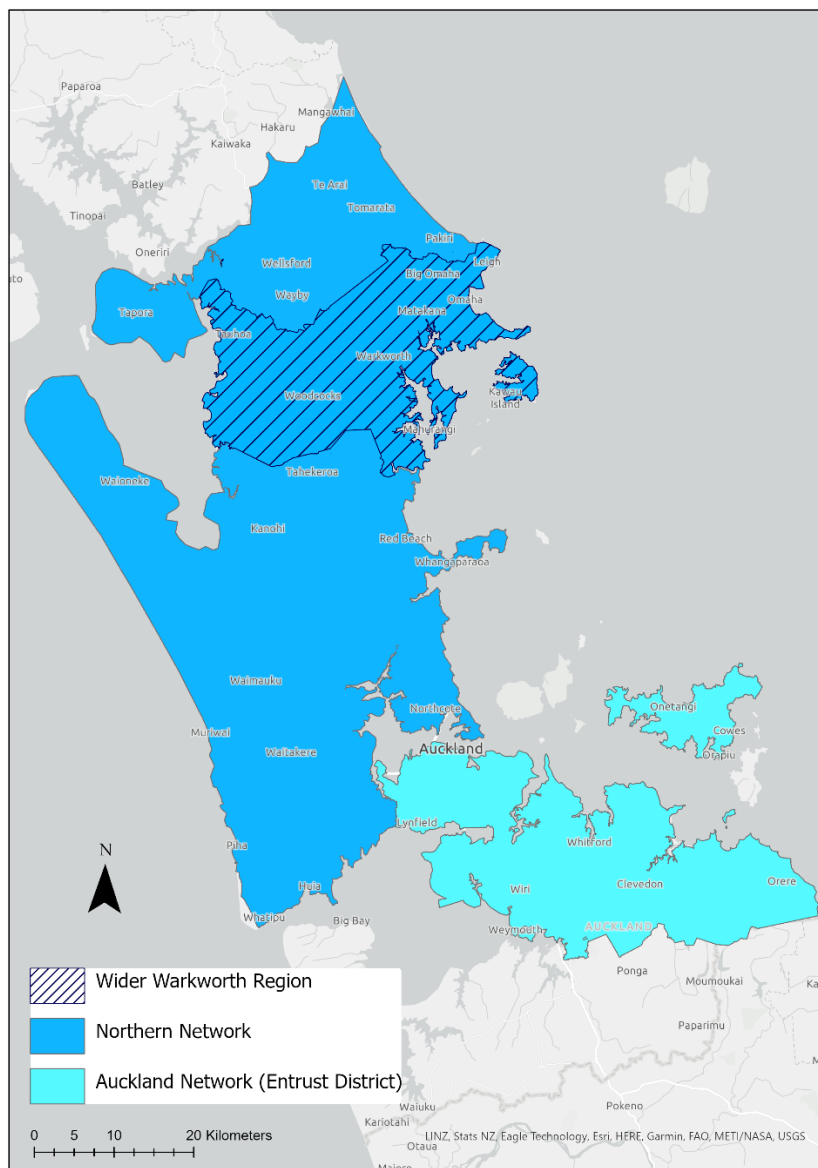


Figure 1: Wider Warkworth region and Vector network coverage

1.2 Objective of the ROI

Vector is seeking Registrations of Interest (ROI) from suitably qualified suppliers (Respondents) who are interested in delivering non-wires alternatives (NWAs) in the wider Warkworth region. The purpose of this call for ROI is to start engagement with Respondents and invite Respondents to register their interest in participating in any future Request for Proposals (RFP) (see further below under Section 3.1).

This ROI:

1. Provides purposes and overview of the opportunity (Section 1)
2. Describes our key services requirements that the proposed NWA needs to meet to alleviate the anticipated network constraints (Section 2)
3. Provides process schedule and information for Respondents (Section 3)
4. Provides the response form to be completed by all Respondents (Section 4) and
5. Sets out the applicable terms and conditions (Section 5)

1.3 Overview of the opportunity

The wider Warkworth region is supplied by two long 33 kV sub-transmission lines from Transpower's Wellsford grid exit point (GXP). Based on current load forecasts if one line were to fail during a cold winter night (e.g. a contingency situation) then the other line would be overloaded by as soon as 2023. Vector's current options are to upgrade the existing lines or construct a new line using underground cables in ducts being installed as part of the new motorway construction. Ideally, Vector would like to defer any supply upgrades. Vector is seeking a reliable and cost-effective NWA to manage the loading on the sub-transmission lines. Additionally, Vector has identified the NWA could also be used to defer upgrades of the Warkworth zone substation (ZSS) (expected around 2028) and the Snells Beach ZSS (expected around 2026).

There is a long-term opportunity (about 10 years) for providers of NWAs in the wider Warkworth region commencing in Winter 2023.

1.4 What's important to us

Vector is looking for responses from suitably qualified suppliers of NWAs in the wider Warkworth region. Vector has determined a need for a total of 3-5 MW to alleviate the network constraint. It is seeking to purchase this in 1 MW blocks and is open to working with multiple suppliers subject to each supplier being able to provide a minimum quantity of support (e.g., 1 MW block).

The ROI is open to any type of solutions provided they are proven solutions that can be deployed at scale. Procured solutions may be replicated in other parts of its network in the future.

Technology suppliers for NWAs should clearly demonstrate how risks pertaining to deployment and operation of their technology would be managed.

1.5 Why should you register your interest?

This is a unique opportunity to showcase the demand-side as alternative for traditional network solutions and is aligned to Vector's Symphony strategy to harness innovation as a means of ensuring lower costs for our customers, while continuing to ensure a safe, reliable and resilient network. The successful project has the opportunity to truly shape the future of the NWA market, which is important to transition to reliable, clean, and affordable energy systems.

2. Our Requirements

This ROI relates to the procurement of non-wires alternatives (NWA) in wider Warkworth region. Vector's Symphony strategy puts a strong focus on delivering affordability, reliability, and decarbonisation via innovation. As such Vector wants to ensure a wide range of solutions is considered to establish the best outcome for customers.

2.1 Target region

The wider Warkworth region is one of the most northern in Vector's network; it stretches from Puhoi north to Pakiri, and Tauhoa east to Kawau Island. It includes the townships of Warkworth, Matakana, Sandspit, Omaha, Leigh and Snells Beach.

The region is supplied by two Vector-owned ZSS in Warkworth and Snells Beach connected to Transpower's GXP located at Wellsford. A third ZSS is under construction at Omaha. The long 33 kV overhead sub-transmission lines that connect the ZSS to the GXP are primarily on private land, with some on rough or heavily vegetated terrain. The existing network is shown below in Figure 2: Wider Warkworth region sub-transmission network.

The existing demand is typical for residential customers with a peaky daily load profile and high winter to summer seasonal variation. This profile is not expected to change materially with the forecasted growth. There is currently no operational legacy hot water load control scheme in the region.

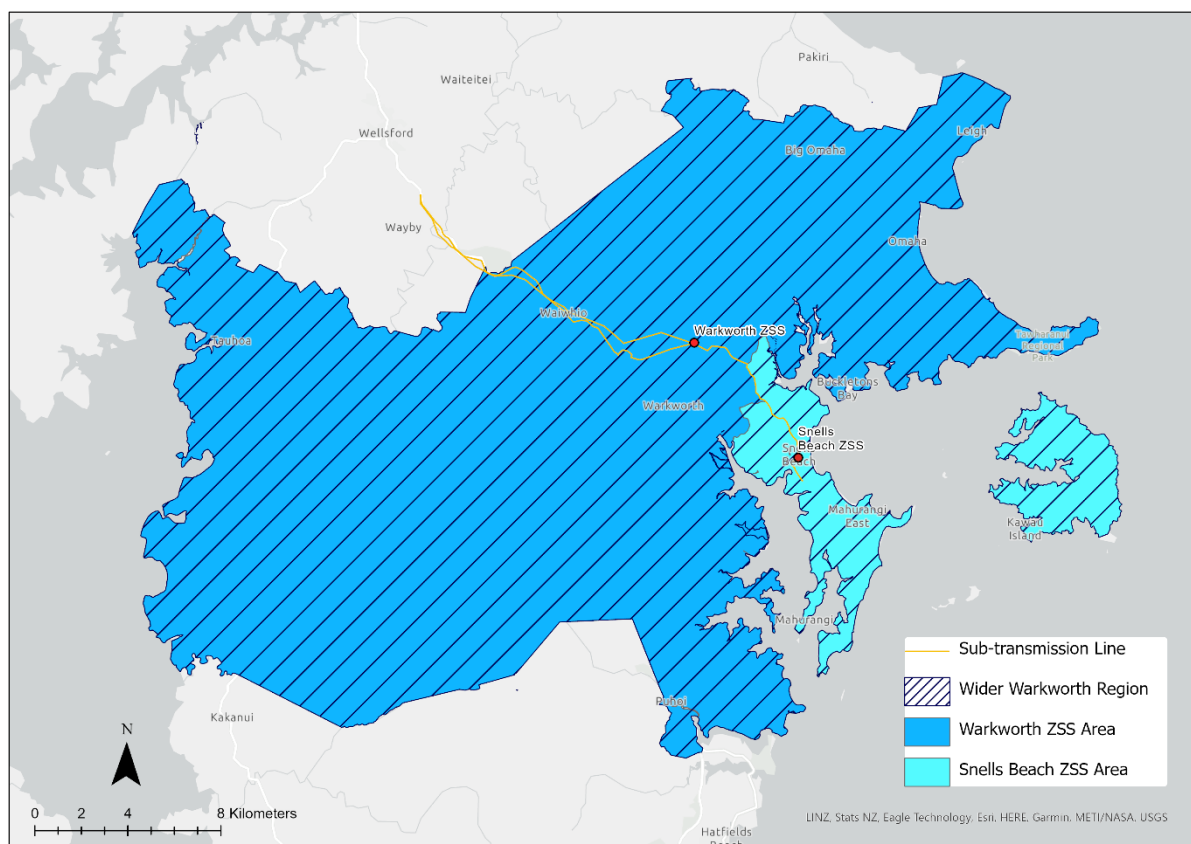


Figure 2: Wider Warkworth region sub-transmission network

2.2 Scope and requirements for non-wires alternative

This ROI is seeking suppliers to alleviate three constraints in the Warkworth region starting in 2023 and covering about 10 years. The scope and high-level requirements for the three constraints are described in this section and summarised in Table 1 – Vector high-level network requirements. Demand forecasts (Figure 3 – Demand forecast for wider Warkworth region) and typical load profiles (Figure 4 – Load profile for typical weekday in July 2021) are also provided.

Constraint #1: Sub-transmission circuit

As shown in Figure 2: Wider Warkworth region sub-transmission network, three 33 kV overhead circuits from Wellsford GXP supply a 33 kV busbar at Wellsford ZSS. From Wellsford ZSS two 33 kV overhead circuits supply Warkworth ZSS from where a single 33 kV overhead circuit supplies a single transformer at Snells Beach ZSS.

Due to demand growth, the Wellsford to Warkworth circuits are expected to reach the security of supply standard limit in winter 2023 (see Figure 3 – Demand forecast for wider Warkworth region). To address this constraint, Vector is installing cable ducts as part of a large-scale project to upgrade State Highway One (SH1) Twin Coast Discovery Highway between Wellsford and Warkworth. A new 33 kV cable will be installed in the ducts when required. The NWA is sought to defer the installation of the new cable.

Vector estimates that 3-5 MW in the wider Warkworth region (e.g., connected to Warkworth and/or Snells Beach ZSS) are required to defer the investments by at least 3 years (see Figure 3 – Demand forecast for wider Warkworth region). The suburbs that fall in the area of interest are listed in Table 1 – Vector high-level network requirements. The NWA is required to contingency response under N-1 conditions (e.g., if one of the lines is out) or peak shaving to avoid N-1 limits are exceeded during winter conditions. To illustrate the load shaving requirement, the typical load shape for winter is provided in Figure 4.

Constraint #2: Warkworth ZSS

Due to increasing population, the Warkworth ZSS is expected to reach limits by winter 2028 (see Figure 3 – Demand forecast for wider Warkworth region). A NWA could defer the construction of a new ZSS in Warkworth South by at least 3 years if it could provide 2.1-3.5 MW capacity (or 70% of the 3-5 MW sought for the sub-transmission) in area supplied by the Warkworth ZSS (See Figure 2: Wider Warkworth region sub-transmission network) which if formed by a list of suburbs provided in Table 1 – Vector high-level network requirements. The NWA is required to provide contingency response under N-1 conditions (e.g. if one of the transformers is out) or peak shaving to avoid N-1 limits are exceeded during winter conditions.

Constraint #3: Snells Beach ZSS

Once the sub-transmission and Warkworth ZSS constraints are resolved, a constraint at the Snells Beach ZSS is expected around 2026. The NWA can then defer the upgrade of the existing ZSS. Vector estimates that 0.9-1.5 MW (or 30% of the 3-5 MW sought for the sub-transmission circuit) is required in the area supplied by the Snells Beach ZSS (Figure 2: Wider Warkworth region sub-transmission network) and Table 1 – Vector high-level network requirements for list of suburbs concerned) to defer the investment by at least 2 years. The NWA is required to provide contingency response under N-1 conditions (e.g. if the transformer is out) or peak shaving to avoid N-1 limits are exceeded during winter conditions.

Table 1 – Vector high-level network requirements

Constraint	Sub-transmission	Warkworth ZSS	Snells Beach ZSS
Role	Reinforcement deferral via peak shaving or contingency response	Reinforcement deferral via peak shaving or contingency response	Reinforcement deferral via peak shaving or contingency response
Capacity	3 - 5 MW	2.1 - 3.5 MW	0.9 - 1.5 MW
Suburbs² describing area (approx.)	Combination of all suburbs supplied by Warkworth and Snells Beach ZSS	Big Omaha, Cockle Bay, Dome Forest, Dome Valley, Glorit, Kaipara Flats, Leigh, Mahurangi West, Makarau, Mangakura, Matakana, Omaha, Pohuehue, Point Wells, Puhoi, Silverdale, Tauhoa, Tawharanui Peninsula, Ti Point and Warkworth.	Algies Bay, Kawau Island, Mahurangi East, Sandspit and Snells Beach.
Requirement year and period	2023 for 3+ years	2028 for 2+ years	2026 for 5+ years
Time of year and day	Winter, typically evening	Winter, morning and evening	Winter, typically evening
Duration	3-4 hours	3-4 hours	3-4 hours
For contingency response, response time	<5minutes	<5minutes	<5minutes
For peak shaving, annual requirement	about 200 hours	about 200 hours	about 200 hours

² Suburbs do not strictly define electrical supply areas, but provide a good description of the target area

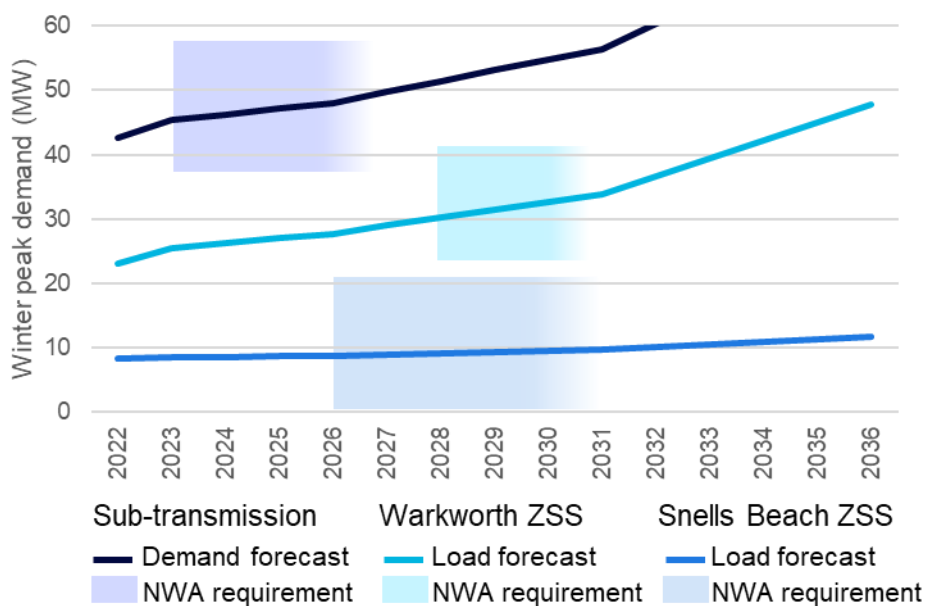


Figure 3 – Demand forecast for wider Warkworth region



Figure 4 – Load profile for typical weekday in July 2021

2.3 Non-wires alternative characteristics

Solution type and maturity

This opportunity is open to any proven NWA that can meet the provided scope and high-level requirements. For illustration this includes, but is not limited to:

1. Back-up generator(s), generator(s) continuously supplying electricity and hybrid power plants (e.g., intermittent generation with battery energy storage systems)
2. Large-scale battery storage system(s) and aggregated small-scale storage battery systems
3. Active network capacity management solutions (including dynamic line rating)
4. Aggregated Distributed Energy Resources (DERs) on smart meters or behind-the-meter (including modern hot water load control) solutions
5. Other demand response solutions

A proven track-record from projects with similar scale in New Zealand or internationally is required to demonstrate the maturity of the NWA.

This opportunity is open to multiple NWA suppliers as long as each supplier provides a minimum level of support (e.g., 1 MW). The supplier does not necessarily need to offer a NWA that alleviates all three constraints.

Reliability and response time

The NWA is required to provide reliable supply to the wider Warkworth region by providing redundancy for N-1 conditions (both planned and unplanned outages) during peak hours in winter. Given the necessity of the service to cover unplanned outages (N-1 conditions), the service needs to either be available without an advance notice period (ideally within minutes) or, alternatively, provide peak-shaving during normal operation to keep demand below N-1 limits. Any solution must respond with sufficient capacity whenever required and without exception.

Operational technology integration and resource aggregation

Any solution must interface with Vector's distributed energy resource management systems (DERMS) or its advanced distribution management system (ADMS), so that it can be managed directly from the Vector Electricity Operations Centre (EOC). Any solutions must comply with Vector's connection and protection standards.

If the NWA is a highly distributed resource (e.g., residential smart hot water load control), then Vector expects suppliers to provide some aggregation capability to ensure efficient coordination between all distributed resources.

Smart Grid and Communication Standards

Any solution should comply with international Smart Grid and communication standards (such as the IEC standards). Vector does not prescribe a specific smart grid standard and communication protocol.

Customer impact

Apart from providing a cost-efficient local network supply, any solutions should also minimise the impact on local homes, businesses and their community. For Vector, any solution should maximise the benefits and minimise the impacts for individual customer and the community through the whole project life cycle.

2.4 Proposed terms of arrangement

Vector has identified a long-term need for an NWA in the wider Warkworth region. As this support will be used to ensure long-term security of supply to customers in this region Vector is seeking long-term certainty of supply.

We anticipate that delivery of services will commence in Winter 2023 and can be progressively increased over time to reflect the demand forecast. The total opportunity can cover about 10 years from the first constraint on the sub-transmission network to resolution of the third constraint at the Warkworth ZSS.

3. ROI schedule and practical information

3.1 Context

This is an open invitation for Respondents to submit a ROI for the supply of NWAs in the wider Warkworth region.

This ROI is the first step in a potential two-step procurement process to identify the successful supplier. Following evaluation of each response a Respondent submits to this ROI (the Registration), shortlisted Respondent(s) may be invited to submit a full proposal in response to an RFP.

3.2 Our timeline

Our proposed timeline for this ROI process is:

Step in ROI process:

Publication of ROI

Deadline for Questions from Respondents:

ROI closes:

Respondents advised of ROI outcome

Date:

17th January 2022

16th February 2022

6pm 23rd February 2022

April 2022

Respondents should note this timetable is indicative only. All dates and times are dates and times in New Zealand. Vector may amend this timetable from the published timetable in accordance with Section 3.4.

3.3 How to contact us

All enquiries must be directed to our Point of Contact. We will manage all external communications through this Point of Contact.

Our Point of Contact (subject to change by notification from Vector)

Name: Sam Lowry

Title/role: Network Planning Engineer

Email address: sam.lowry@vector.co.nz

We will communicate any amendments to this ROI process on our [website](#).

3.4 Developing and submitting your ROI registration

- a. The ROI sets out the step-by-step process and conditions that apply.
- b. Take time to read and understand the ROI. In particular, develop a strong understanding of our Requirements detailed in Section 2.
- c. If anything is unclear or you have a question, ask us to explain. Please do so before the Deadline for Questions. Email our Point of Contact (Section 3.3).
- d. In submitting your Registration, you must use the Response Form provided in Section 4. A Microsoft Word document can be downloaded on our [website](#).
- e. You may attach any other material to support your response. We may in our evaluation choose to consider or disregard any supporting material not specifically requested.
- f. Check you have provided all information requested, and in the format and order asked for.
- g. Your registrations must be submitted by email to the following address: networks.tenders@vector.co.nz . Registrations sent by post or fax, or hard copy delivered to our office, will not be accepted.
- h. Ensure your ROI is submitted prior to the Deadline for Registration!

3.5 Terms and Conditions

The ROI is subject to the Terms and Conditions of ROI Process (**Terms and Conditions**) described in Section 5. By submitting a Registration, you agree to be bound by the Terms and Conditions.

4. Response Form

Respondents are requested to complete the following Response Form. A separate editable file is provided on our [website](#).

The preferred style is short concise responses complemented with visuals (e.g. charts, schematics and photos) where relevant.

Your information	
Company name	
Trading name <i>if different</i>	
Website	
Contact person	
Name	
Title / Position	
Address	
Phone number	
Email address	
Your proposed non-wires alternative	
Scope	
Constraint alleviated	<input type="checkbox"/> Sub-transmission <input type="checkbox"/> Warkworth ZSS <input type="checkbox"/> Snells Beach ZSS
Estimated capacity provided (MW) and date of availability	
Describe ability to meet high-level requirements (including timeline)	
Characteristics	
Type	
Solution name	
Previous experience (including date, scale, location and partners)	
Reliability provided	



Capability to integrate into Vector operational systems and aggregation requirements	
Smart grids and communication standards used	
Benefits and impacts of the proposed solution for individual customer and the community through the project life cycle.	

Full name of signatory:		Company name:	
Title / position:		Date:	
Signature:			

5. Terms and Conditions of ROI Process

1. Definitions

- 1.1. In these Terms and Conditions defined terms have the same meanings as those set out in the ROI.

2. Amendments

- 2.1. We may, at any time during the registration of interest (ROI) process, amend the ROI requirements and/or these Terms and Conditions by written notice to you.

3. Contract

- 3.1. Neither this ROI, these Terms and Conditions, or any presentation, discussion nor negotiation between any of Vector's employees or representatives and you in relation to this ROI or any Registration (see **section 3** of the ROI) will imply or create any binding legal obligations on the part of Vector.
- 3.2. No binding obligation on Vector will arise unless and until Vector enters into a binding agreement with you.

4. Stipulations

- 4.1. Any stipulation or qualification suggested by you in your Registration to alter, delete or otherwise modify:
- (a) the requirements of this ROI; and/or
 - (b) the Terms and Conditions of this ROI;

and which you purport to require as a condition of any Registration may not be considered.

- 4.2. We reserve the right to reject any Registration which contains a stipulation or qualification.

5. No canvassing

- 5.1. You may not seek to influence the ROI process, our consideration of any Registration, any future RFP or our decision to enter into any contract on the basis of a Registration by canvassing, lobbying or otherwise seeking the support of our officers, employees, contractors or other personnel.
- 5.2. Any communications (formal and informal, and written or otherwise) with us about this ROI and our consideration of Registrations must be with our Point of Contact (see **section 3** of the ROI). You may not contact or communicate with any other Vector officer, employee or agent in relation this ROI or your Registration.
- 5.3. We may at our sole discretion reject any Registration from a Respondent (see **section 1** of the ROI) which we consider on reasonable grounds to have:
- (a) engaged in lobbying, canvassing or otherwise influencing our officers, employees, contractors or other personnel; or
 - (b) not complied with clause 5.2 above.

6. Conflicts of interest

You acknowledge that, to the best of your knowledge and belief, no conflict of interest exists or is likely to arise that would adversely affect your performance of any of your obligations under this ROI or any agreement which may be entered into between you and Vector pursuant to this ROI.

7. No collusion

- 7.1. You may not communicate with any other Respondent about this ROI or about a Registration (or any aspect of this ROI or a Registration), including in relation to price, terms of supply, or in relation to any possible joint or consortium bid or Registration, without our prior written consent.
- 7.2. In submitting a Registration, you warrant to us that:
- (a) your Registration has been independently developed, you have had no communication with any other Respondent or potential Respondent about the terms of any Registration, and you have not entered into any contract, arrangement or understanding with any other Respondent or potential Respondent about the terms of any Registration. (unless and only to the extent you have our prior written consent as required under clause 7.1); and
 - (b) you have complied with all applicable laws, including the Commerce Act 1986.

8. Confidentiality

- 8.1. You acknowledge that through this ROI you may acquire confidential information regarding the business interests, methodology or affairs of a member of Vector or its related companies (the Vector Group) or its customers or shareholders. Where you come into possession of such confidential information, you and your officers, employees, agents and contractors:
- (a) will only be permitted to use the confidential information to the extent necessary to enable you to prepare a Registration; and
 - (b) will not disclose the confidential information to any third party without the prior written consent of the relevant member of the Vector Group, unless and then only to the extent required by law to do so.
- 8.2. You must treat this ROI and the arrangements contemplated in it as confidential and must not disclose them to any person, without our prior written consent or as required by law.
- 8.3. If we request it at any time, you and/or any of your officers, employees, agents and contractors must sign a non-disclosure agreement in our standard form and for the benefit of Vector.
- 8.4. This ROI document and any related documents and all copies made by any person will remain our property and must be returned to us immediately upon request.

8.5. You may not at any time (and you must ensure that none of your officers, employees, agents or subcontractors do not):

- (a) use Vector as a reference or use or refer to Vector's name or brand, or your relationship with Vector, for any commercial, promotional or marketing purpose; or
- (b) disclose any information about this ROI or any other information regarding the business interests, methodology or affairs of a member of the Vector Group or its customers or shareholders to the news or any media, without our prior written consent.

9. Late Registrations may be excluded

9.1. We reserve the right to reject any Registration not received by us before the Closing Date (see **section 3** of the ROI).

10. Registration

Any Registration must address the requirements set out in **section 2** of this ROI.

11. Authorised spokespersons

Only communications in writing from our contact person named in the ROI are properly authorised expressions on our behalf. We will not be bound by any statement, written or verbal, made by any person other than our Point of Contact listed above.

12. Information you supply to us

12.1. Your Registration and all supporting information and materials will become our property and will not be returned to you, unless we agree in writing to return a Registration and/or its supporting materials.

12.2. We may rely on any information provided by you or on your behalf in respect of this ROI, including (but not limited to) the statements made in your Registration and in any subsequent correspondence or negotiations with us. We are under no obligation to check a Registration for errors or mistakes.

12.3. In submitting a Registration, you warrant to us that:

- (a) all of the information provided by you in or in relation to your Registration is complete and accurate in all respects and not misleading in any respect, and
- (b) the provision of any information to us in your Registration, and our use of or reliance on such information for the purpose of evaluating your Registration and/or the negotiation of any resulting contract, will not breach or otherwise infringe any statute, regulations or third-party intellectual property rights (or any other proprietary rights).

13. Pricing

13.1. If we request prices in our ROI, unless otherwise stated those prices must be:

- (a) on a per item or per service basis,
- (b) in accordance with the format (if any) requested in the ROI,
- (c) in NZ dollars,

(d) exclusive of any taxes under the Goods and Services Tax Act 1985 but inclusive of any other duties, charges, or taxes.

13.2. Any price you submit will be deemed to include all costs and charges (including freight and delivery).

14. Your costs and expenses

14.1. You will bear all costs and expenses incurred by you in relation to this ROI and the preparation of a Registration, and any other costs or expenses incurred by you in quoting for the business

14.2. opportunity offered by us, including (but not limited to) any costs relating to:

- (a) responding to an invitation to, or the delivery of, any presentation to us;
- (b) conducting any negotiation with us;
- (c) responding to any request from us in relation to your Registration or any matter relating to this ROI or the ROI process; and
- (d) any communications or negotiations with us.

15. Indemnity

You indemnify us and each of our related companies for any liability, damage, loss, cost or expense (including, without limitation, damage to property, plant or equipment) suffered or incurred by us as a direct or indirect result of any act or omission of you or your officers, employees, agents or subcontractors resulting in a claim, proceedings, potential claim, proceedings or allegation against us:

- (a) for any actual or alleged breach or infringement of any third-party intellectual property rights (or any other proprietary rights); and/or
- (b) for any breach of any warranty, undertaking or obligation to us or any legislation, regulation, bylaw, code, standard policy or procedure in any of your dealings with us (either during the preparation, submission or analysis of your Registration and/or during any discussion or negotiation you have with us in relation to your Registration or the terms of any future agreement we may enter into with you at our absolute discretion).

16. Limitation of liability

16.1. While we have made all reasonable efforts to ensure the accuracy and correctness of all statements made or implied within this ROI, no representation or warranty is made concerning the completeness, correctness or accuracy of such information. Vector is not liable to you or any other person for any information provided in this ROI (or in any other form) by Vector to you, or for your reliance on that information.

16.2. We will not be liable to you or any other person in contract and tort (including negligence), equity or any other cause of action for any direct or indirect damages, losses, costs or expenses (including, but not limited to, any consequential loss, loss of profits, loss of goodwill, loss of business, loss of anticipated

profits, loss of anticipated savings and any legal and lawyer/client costs) howsoever arising in any way, in respect of the ROI (or any part of this ROI or any Registration) whether as a result of:

- (a) Vector exercising any of its rights under clause 18;
- (b) the preparation, submission, consideration or failure to consider any Registration;
- (c) our acceptance or rejection of any Registration; or
- (d) our negligence or breach of these ROI terms; or
- (e) for any other cause whatsoever in relation to this ROI.

16.3. To the extent that liability cannot be excluded, the maximum aggregate liability of Vector, its agents and advisors in connection with the ROI process, to all Respondents combined, is NZ\$5,000.

17. Governing Law

This ROI will be governed by and construed with reference to the law for the time being in force in New Zealand. Both of us agree to submit to the exclusive jurisdiction of the New Zealand courts in any dispute or difference of any kind that may arise concerning this ROI or any related discussions or negotiations. The Respondent agrees that it cannot bring any claim in relation to the ROI except in a New Zealand court.

18. Rights reserved by us

To the extent permitted by law, Vector reserves the unrestricted right to at any time without reason and without liability for any costs incurred:

- (a) vary any of the terms of this ROI in any way whatsoever by giving notice to all of the potential Respondents;
- (b) change any date in this ROI process (including, but not limited to, extending or shortening any of the ROI time frames) by giving notice to all of the potential Respondents
- (c) apply, or change, any policy or criteria relating to participation in this ROI process or the analysis of the Registrations;
- (d) exclude any potential Respondent from this ROI process (whether on the grounds of capability, price, security or operational requirements or otherwise);
- (e) suspend or cancel this ROI process by notice to all of the potential Respondents;
- (f) change any rule of this ROI process by notice to all of the potential Respondents;
- (g) waive any minor irregularities or informalities in the process set out in this ROI;
- (h) reject or not consider any non-compliant Registration;
- (i) terminate this ROI by notice to all of the potential Respondents;
- (j) liaise with any potential Respondent or other person at any time without disclosing this to, or involving or doing the same with, any other Respondent or

person (whether before, during or after this ROI process);

- (k) have any of our representatives at any reasonable time inspect any property, request any samples, or interview any personnel, of any potential Respondent or other person as part of its analysis process; and/or
- (l) in our sole discretion, seek or otherwise obtain further information in relation to your financial status, past performance, and customer relations from any source (including any source which is not included in your Registration).

Any notice to potential Respondents shall be communicated in accordance with the method specified in **section 3** of the ROI.

19. Privacy

To the extent that a Registration contains personal information about an individual, that information shall be held in accordance with Vector's privacy policy, which is available on its public website <https://www.vector.co.nz/privacy-policy>.

20. Language

All Registrations, and all correspondence and documents relating to a Registration, must be type-written in English.

21. Inconsistency

Any conflict or inconsistency in the ROI shall be resolved by giving precedence in the following descending order:

- (a) section 3 of the ROI;
- (b) these ROI-Terms;
- (c) all other sections of the ROI document; and
- (d) any additional information or document provided by Vector to Respondents through Vector's Point of Contact

If there is any conflict or inconsistency between information or documents having the same level of precedence the more recent information or document will prevail.