



Unitec Institute of Technology - Purchase Order - Terms and Conditions

Every Purchase Order issued by Unitec Institute of Technology ("Buyer") is subject to the following conditions and all such terms and conditions as may be listed or attached and made part of the Purchase Order. No amendment or variation to the terms and conditions of a Purchase Order shall be valid unless agreed to in writing by the "Buyer" and no term or condition sought to be imposed by the Supplier shall be binding on the Buyer unless the Buyer agrees to any such term or condition in writing.

1. Unitec and the Buyer will not be liable for any goods, material or service supplied unless ordered via a Purchase Order.
The prices specified in the Purchase Order, or applying at the time of the Purchase Order, will apply without change unless authorised by the Buyer in writing.
2. Any acceptance of a Purchase Order or any delivery made or service performed pursuant to a Purchase Order shall constitute acceptance of the terms of purchase contained in the Purchase Order, including these Terms and Conditions and any additional terms specified in writing by the Buyer on the Purchase Order. Purchase Order, together with these Terms and Conditions and any terms implied by law, shall constitute the entire agreement between the Buyer and the Seller in respect of the Order (the "Agreement"). The Agreement may not be added to or varied except with the prior written consent of the Buyer.
3. There will be no charges other than those specified on the face of the Purchase Order. Unless otherwise specified in the Purchase Order, all packing, cartage and other costs of delivery and all taxes and other duties shall be at the cost of the Seller.
4. Delivery of all goods must be to the address shown on the Purchase Order, in full, on time, to specification and by the dates specified. The Supplier must ensure that:
 - (a) All cases, crates and packages to be used in packaging all goods shall be protected against corrosion, weather damage, condensation, distortion, and damage by vermin and the ingress of foreign matter.
 - (b) All packaging material shall comply with all legal requirements in New Zealand which are relevant to such materials, including the requirements of the Ministry for Primary Industries and the Ministry of Agriculture and Fisheries. The Supplier shall take all necessary steps to ensure that the packing materials comply with such rules and the Supplier indemnities the Buyer against all losses, claims or expenses suffered or incurred by it as a result of such packing material not so complying.
 - (c) A packing slip is provided with all goods.
 - (d) The number of this Purchase Order must be quoted on all packing slips, delivery dockets.
5. The time or times for delivery or completion of the Purchase Order or for any item listed on the Purchase Order be of the essence of the contract.
6. (a) Invoices must be addressed to: Unitec Institute of Technology, Private Bag 92025, Auckland, New Zealand, Attention: Accounts Payable.
(b) The Purchase Order number must be clearly shown on all paperwork including but not limited to: the Invoice, Packing Slip, communication and any correspondence relating to the Purchase Order.
7. The Supplier agrees that acknowledgement of delivery of any item on the Purchase Order is not to be taken as acceptance of either the quantity or quality of the goods or services indicated on the delivery docket. All deliveries and work shall be subject to the Buyer's inspection within a reasonable time after delivery, irrespective of date of payment. The Buyer shall notify the Supplier of any known defects and / or non-deliveries and hold any articles so claimed to be defective for the Supplier's instructions and at the Supplier's risk for a reasonable period not exceeding sixty days.
8. Goods or material supplied in excess of the quantities listed in this Purchase Order may, at the Buyer's option, be returned at the Supplier's expense.
9. The Supplier warrants that all goods to be supplied and all work to be done and all services to be performed will conform with all specifications, forming part of this Purchase Order, that they will be fit and sufficient for the

purpose intended and free from defect in material and workmanship. All goods and services supplied must comply with the provisions of the NZ Health & Safety in Employment Act 1992 and Health and Safety at Work Act 2015.

10. All technical specifications, drawings, designs, concepts or other property provided by the Buyer to the Supplier or created for and paid for by the Buyer as part of this Purchase Order remain the property of the Buyer and are to be treated as confidential. They must be returned to the Buyer or destroyed immediately on demand and may not be copied without the Buyer's written consent. The requirement of confidentiality shall survive the term of the Agreement.
11. Where the Supplier provides goods or services (including intellectual property) solely for the Buyer or based substantially or wholly on the Buyer's specifications, drawings, concepts or property then such goods and services shall be the property of the Buyer and may not be offered for sale by the Supplier without the prior consent of the Buyer.
12. By accepting this Purchase Order the Supplier agrees to indemnify, hold harmless and defend the Buyer and any of its subsidiaries and their officers, employees, agents, representatives, customers and the users of its product by reason of the use of the goods/services hereby ordered, against all suits, at law or equity, and from all damage claims, and demands, for actual or alleged infringement of any Letters Patent, Trade Marks or other intellectual property right, whether registered or unregistered, improper appropriation or use of trade secrets, proprietary information, know-how, copyright or patent. If a finding in any such action is made against the Supplier in a court of competent jurisdiction then the Purchase Order and Agreement may forthwith be cancelled by the Buyer.
13. The Supplier shall not be responsible for delays or defaults in deliveries, nor the Buyer for failure to receive, if occasioned by war, strike, fire, pestilence, the acts of God or the public enemy, riot or civil commotion, or any other cause reasonably beyond the control of the Supplier or Buyer.
14. Either party ("the first party") may terminate this Agreement immediately, or temporarily suspend the operation of this Agreement, if:
 - (a) the other party commits a breach of this Agreement and the breach is not remedied within 6 working days of the receipt by the defaulting party of written notice from the first party calling upon the defaulter to remedy the breach;
 - (b) the other party is, becomes, or is deemed to be insolvent, is or may become the subject of a winding-up, liquidation, removal from the register or bankruptcy of that person or an equivalent or analogous procedure under the law of any relevant jurisdiction ("dissolution") or any resolution is passed or proceedings commenced for its dissolution;
 - (c) the other party makes an assignment for the benefit of or makes any arrangement or composition with its creditors;
 - (d) the other party goes into receivership or has a receiver, trustee and/or manager (including a statutory manager) in respect of all or any of its property; or
 - (e) any resolution is passed or action is commenced, for the other party's amalgamation with any person, (except for the purposes of a reconstruction approved by the first party, which approval may be withheld by the first party in its absolute discretion).
15. The Supplier shall not assign the Agreement without the prior written consent of the Buyer.
16. The Supplier shall not, without first obtaining the written consent of the Buyer, in any manner advertise or publish the fact that the Supplier has contracted to furnish the Buyer the goods and/or services herein mentioned. The Buyer shall also be entitled to approve the form and content of any such advertisement prior to its publication.
17. Where the Supplier has been pre-paid for goods and where the Buyer is yet to take delivery thereof, the Supplier is required to store the goods in a manner and in a place that enables the Buyer to easily identify the goods. By acceptance of this clause the Supplier gives the Buyer, its agents and servants, leave and license, without necessary notice, to enter on or into any premises where the goods are located and to remove the goods without being liable to the Supplier or anyone claiming through the Supplier.
18. The remedies herein reserved shall be cumulative and additional to any other of further remedies provided in law or equity. No waiver of any right under the Agreement shall constitute a waiver of any right under the Agreement. No failure on the part of the Buyer to exercise, and no delay in exercising, any right under the



Agreement shall not operate as a waiver of that right, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or the exercise of any other right.

19. The illegality, invalidity or unenforceability at any time of any provision of the Agreement under any law, will not affect the legality, validity or enforceability of the remaining provisions of the Agreement nor the legality, validity or enforceability of that provision under any other law.
20. Except where the parties have signed and entered into a service agreement based on the Buyer's standard Service Agreement, this Agreement contains a final and complete integration of all prior expressions by the parties with respect to the subject matter of this Agreement and constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement, superseding all prior oral or written statements, agreements, representations and understandings. This Agreement is governed by and shall be construed according to the laws of New Zealand, and shall be subject to the non- exclusive jurisdiction of the courts of New Zealand.
21. If the Supplier delivers the good and/or services subject to the Purchase Order, the supplier shall be deemed to have accepted these Terms and Conditions. The Supplier shall not be entitled to any additional payment on the grounds of misinterpretation of any matter relating to the specified requirements or the Agreement.
22. The Supplier shall take out and maintain public liability insurance in respect of the Agreement.
23. Notwithstanding anything to the contrary provided herein, in the event of any changes to its statutory duties, functions or services which render the Agreement incapable of fulfilment, the Buyer shall be entitled to terminate the Purchase Order immediately by written notice to the Supplier.