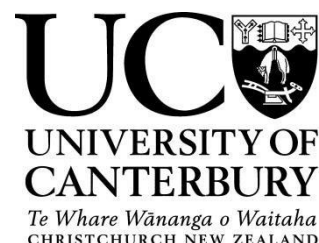


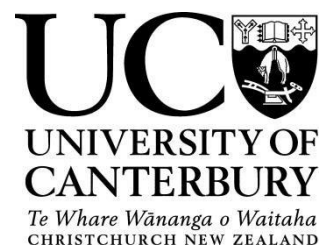
General Terms and Conditions of Supply



If a Supplier provides goods or services to the University of Canterbury ("the University"), these General Terms and Conditions shall apply in the absence of a current specific agreement between the University and the Supplier in regard to that supply of goods or provision of services. In any conflict between the Suppliers terms of supply and these General Terms and Conditions these General Terms and Conditions will prevail unless the University expressly agrees otherwise in writing. Where the University and the Supplier have a separate signed contract, the terms and conditions within the separate contract take precedence.

- 1. Scope:** The Supplier will supply goods or provide services ordered by the University with an official purchase order or purchased with a purchasing card (P-card).
- 2. Price:** The applicable price for any goods or services is that price that was in effect when such goods or services were ordered with an official purchase order or purchased with a P-card. For the avoidance of doubt it is confirmed that the University shall not be obliged to order or purchase any goods or services from any Supplier.
- 3. Minimum order values:** No minimum order values or premiums for small orders or purchases will be charged or paid, unless specifically agreed in writing by the University and the supplier.
- 4. Variations to orders:** Any variations to orders by the University or the Supplier will be mutually agreed in writing and a revised order issued detailing the agreed variations.
- 5. Compliance:** It is the responsibility of the Supplier to obtain every necessary and prudent authorisation in order to comply with these General Terms and Conditions and to ensure that goods and services provided:
 - a. Comply with all New Zealand applicable laws, codes, standards, user requirements, specifications and are consistent with any samples supplied to the University; and
 - b. Are new and unused unless specified otherwise by the University.
- 6. Delivery and Documentation:** Delivery of all goods must be made to the location/s shown on the University's official purchase orders or, in the case of purchases made with a P-card, to the location/s specified at the time of purchase and the supplier must:
 - a. Mark the University's official purchase order numbers on all packing slips, advice notes, invoices, statements and other correspondence
 - b. Indicate any substances in the goods that may be released during handling, installation, use or disposal which are or may be hazardous to human health, animal health or the environment by clearly marking them with all relevant precautionary notices and including appropriate documentation
 - c. Supply to the University appropriate documentation and other information to enable the University to properly utilize goods and services supplied and provide updates at no cost to the University as and when they are produced.
- 7. Free to Store:** All goods are to be provided free to store (i.e. without delivery or freight charges), unless specifically agreed in writing by the University and the supplier.
- 8. Supply of services:** Where services are provided the Supplier will, and ensure that the Supplier's representatives do:
 - a. Perform using due diligence, care and skill, using sufficient appropriately trained, qualified, experienced and supervised persons; and
 - b. Have and comply with appropriate standards and a relevant quality assurance system. If a standard for a service is not specified, then the standard complied with will be the best standard in the applicable profession or industry.
- 9. Subcontractors:** The Supplier will:
 - a. Not subcontract the Supplier's obligations in relation to the supply of goods or the provision of services under these General Terms and Conditions without the University's prior written approval; and
 - i. Keep the University informed about the involvement of each such subcontractor so that the University has relevant information about all such subcontracts; and

General Terms and Conditions of Supply



- ii. Remain liable to the University under these General Terms and Conditions for the performance of the subcontractor's obligations.

10. Invoicing: The Supplier shall submit invoices upon complete fulfilment of the Purchase Order. To ensure timely payment invoices submitted by the Supplier must include:

- a. The University's official purchase order number (the University operates a No Purchase Order No Pay process)
- b. Description of goods or services including price and quantity that match those ordered on official purchase orders and delivered by the Supplier;
or, if applicable
Description of goods or services including price and quantity that match those shown on Supplier list/s or catalogue/s used in the University's purchasing systems to generate purchase orders;
- c. Compliance with Inland Revenue Department's standards for GST invoices
- d. Details of the GST portion of the total invoice value

11. Payment: Payment will be made by the University to the Supplier by the 20th day of the month following the month in which the University's Accounts Payables Team receive a correct GST invoice for the goods or services for which payment is charged. The University may request confirmation that a Supplier is registered for GST. All invoices are to be emailed to paperlessap@canterbury.ac.nz unless otherwise agreed in writing and must be addressed to:

University of Canterbury
Private Bag 4800 Christchurch
8140

or such alternative address as may be notified to the Supplier from time to time.

12. Risk and Title: Risk and title to goods supplied will pass to the University either on completion of delivery and acceptance, or in the case of title, payment has been made by the University for those goods, whichever is the earlier.

13. Insurance: The Supplier, at the Supplier's cost, must have and maintain insurance cover in respect of the Supplier's obligations under these General Terms and Conditions for so long as the Supplier supplies goods or provides services to the University.

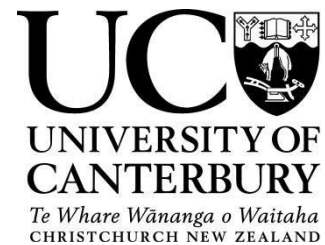
14. Supplier indemnity: The Supplier will indemnify the University for any damage, loss or cost (including legal and lawyer/client costs) to the University, to the extent caused or contributed to by the Supplier or any of the Supplier's representatives, visitors or property in relation to the Supplier's obligations under these General Terms and Conditions.

15. Liability limitation: To the extent allowed by law, the University will not be liable (in contract or tort, including negligence, or otherwise) to the Supplier for any indirect damage, loss (including loss of profits or business or consequential loss) or cost caused or contributed to by the University, any of its representatives or visitors in relation to the supply of goods or provision of services under these General Terms and Conditions.

16. General warranties: The Supplier warrants to the University that:

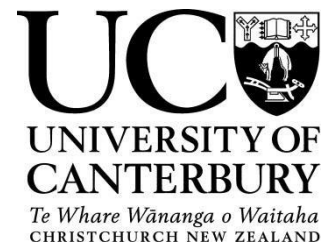
- a. All goods supplied by the Supplier will be appropriately packaged, packed and securely stored until completion of delivery and installation (if applicable) to minimise damage, deterioration and theft;
- b. All goods supplied will, where applicable, be properly installed and integrated into, will be compatible with and will not damage, the University's relevant systems and other property;
- c. All goods supplied will be:
 - i. fit for the use and purpose contemplated; and
 - ii. free from any defect (including any latent defect) in design, materials and workmanship;
- d. If any goods contain any ozone depleting or hazardous substance or is dangerous, all packaging and those goods will be marked with a prominent warning and a Material Safety Data Sheet provided;
- e. No material form of inducement or reward has been or will be directly or indirectly provided to any of the University's representatives, agents or staff; and

General Terms and Conditions of Supply



- f. The Supplier legally owns or is otherwise authorised to sell goods being supplied to the University, and the supply of any services to the University will not breach the intellectual property rights of any third party. These warranties are additional to any other warranties or guarantees given by the Supplier or implied by custom or law. The Supplier will, to the extent possible, pass on to the University the benefit of any warranty or guarantee received from any other person in respect of goods supplied or services provided, to the intent that the University may have recourse against those persons through the Supplier for a breach of any warranty or guarantee.
- 17. Warranty claims:** The Supplier will promptly remedy each warranty claim to the University's reasonable satisfaction. If the Supplier fails to promptly remedy a warranty claim, or if the University determines that an urgent or other situation so justifies, the University may carry out, or procure the carrying out of, anything required to remedy the defect and recover the cost of doing so from the Supplier.
- 18. Failure by Supplier:** If the Supplier:
- Breaches, or fails to properly or promptly perform, any of the Supplier's obligations under these General Terms and Conditions and fails to remedy the situation to the University's reasonable satisfaction within five working days after notice from the University of the breach or failure; then the University may:
 - Withhold any payment otherwise due to the Supplier until the matter is resolved to the University's reasonable satisfaction; and/or
 - Have the obligation met by its own personnel or anyone else (that seems to the University to be appropriate) at the Supplier's cost.
- 19. Change of business name or ownership:** The supplier will promptly notify the University in writing of any changes to business name or ownership. Notifications should be sent to procurement@canterbury.ac.nz
- 20. Force majeure:** Neither the Supplier nor the University is liable for any failure or delay in performing an obligation under these General Terms and Conditions if such failure or delay is due to a cause reasonably beyond the control of the Supplier or the University (as the case may be) which has used its best endeavours to perform on time despite the cause provided that in no case shall the University be liable to pay for goods and services not actually received.
- 21. Property removal:** Any of the Supplier's property that is not removed from any site as and when reasonably required by the University may be relocated, stored or disposed of by the University at the Supplier's risk and cost and in the event that such property is disposed of the University will pay to the Supplier such amount as remains after deduction of the costs of such disposal
- 22. Intellectual property:** Ownership of any intellectual property that may be created by the Supplier in supplying goods or providing services under these General Terms and Conditions will automatically vest in the University
- 23. Confidentiality:** The Supplier will keep confidential and secure, and not misuse, any information which would reasonably be expected to be proprietary, commercially sensitive or confidential. Disclosure and use of information to the extent required by law, or to the extent necessary to undertake the Supplier's obligations under these General Terms and Conditions are allowed. The Supplier agrees not to make any public statement relating to the Supplier's role as a supplier of goods or provider of services to the University without the prior written consent of the University.
- 24. Maintain records:** The Supplier and the University will produce and retain records which enable prompt and accurate verification of a matter in respect of the supply of goods or the provision of services under these General Terms and Conditions.
- 25. Official Information Act and associated matters:** The Supplier acknowledges that the University is subject to the Official Information Act 1982. The Supplier agrees to cooperate fully in providing to the University any documents or other information which the University is required to provide pursuant to a request made under this Act, or pursuant to questions raised in Parliament or in Select Committee concerning a supply of goods or provision of services under these General Terms and Conditions.
- 26. No assignment:** The Supplier may not assign any of the Supplier's benefits or burdens in respect of these General Terms and Conditions without the University's prior written consent.
- 27. Relationships:** Nothing in these General Terms and Conditions creates or evidences any legal partnership, joint venture, agency or employer/employee relationship between the Supplier and the University.

General Terms and Conditions of Supply



- 28. Waiver:** No delay or failure to act is a waiver. No waiver is effective unless it is in writing. A waiver of a breach is not a waiver of any other breach.
- 29. UN Convention excluded:** The United Nations Convention on Contracts for the International Sale of Goods does not apply to any supply of goods made under these General Terms and Conditions.
- 30. Governing law:** New Zealand law governs. New Zealand courts have exclusive jurisdiction.
- 31. Interpretation:** Unless the context otherwise requires or it is specifically otherwise stated:
- Every right, power and remedy of the University or the Supplier (as the case may be) remains unrestricted and may be exercised without prejudice to each other at any time;
 - If the Supplier comprises more than one person, each of those person's liability to the University is joint and several;
 - References to a party or a person include any form of entity and their respective successors, assigns and representatives;
 - Amounts are in New Zealand dollars;
 - Time is of the essence;
 - References to legislation include references to that legislation as amended or substituted;
 - The expression "in writing" includes any electronic communication made consistently with the provisions of section 10 to 13 of the Electronic Transactions Act 2002; and
 - The expression "Supplier's representatives" includes any servants, agents and contractors of the Supplier.
- 32. Validity:** These General Terms and Conditions are valid as at 30 May 2019, but are subject to amendment by the University at any time.
- 33. Sustainability:** Given the University's obligation to the CEMARS programme the Supplier must be able to demonstrate commitment towards sustainable practice, including environmental, economic, and social matters and to this end:
- The Supplier confirms they will supply goods and provide services, in a manner which gives appropriate regard for the protection of the natural environment;
 - The Supplier confirms they comply with all environmentally related legislation and codes of practices relating to the goods being supplied or services being provided.
- 34. Communication with the University:** Communication with the University in respect of these General Terms and Conditions, or in respect of supply of goods or services under these General Terms and Conditions must be directed to procurement@canterbury.ac.nz
- 35. Health and Safety:** Suppliers will comply with any health and safety requirements of the University, the Health and Safety at Work Act 2015 and all other regulatory provisions connected with the goods and services provided.
- 36. Supplier Code of Conduct:** The New Zealand Government Procurement [Supplier Code of Conduct](#) outlines expectations we have of our suppliers providing goods and services to the University.
- 37. Staff Code of Conduct:** The University's [Staff Code of Conduct Policy](#) defines standards of behaviour and extends to consultants, contractors and sub-contractors working at, for, or on behalf of the University.