

# Purchase Order terms and conditions

**Except for where an Existing Contract is in place, the Deliverables are supplied under these Terms. Any Supplier terms and conditions do not apply.**

- 1 **Existing Contract:** These Terms apply to all Purchase Orders issued by NZ Police, except where a Purchase Order is issued for goods or services under an existing contract between NZ Police and the Supplier (an **Existing Contract**), and the supply is in connection with that contract. In that case the terms and conditions of the Existing Contract will apply.
- 2 **Purchase Order acceptance:**
  - 2.1 A Purchase Order is an offer by NZ Police to purchase the relevant Deliverables at the Price, on these Terms.
  - 2.2 The Supplier is deemed to accept the Purchase Order and these Terms on the earlier of confirming acceptance of the Purchase Order verbally or in writing, taking steps to supply the Deliverables, or issuing an invoice for the Price.
  - 2.3 If not accepted by the Supplier within 14 days, the Purchase Order will expire. NZ Police may withdraw the Purchase Order at any time before the Supplier accepts it.
- 3 **One-off purchase:** The Purchase Order is for a one-off purchase of the Deliverables.
- 4 **Price:** NZ Police will include the Price in the Purchase Order. NZ Police will use best efforts to ensure the Price reflects any pricing communicated to NZ Police by the Supplier and accepted by NZ Police, but the Supplier is responsible for checking the Price. If the Supplier accepts a Purchase Order (in accordance with clause 2) the Supplier is bound by the Price. The Price will be quoted in NZD and stated before the addition of GST (if any) but otherwise includes all import/export duties or tariffs and all costs, charges and taxes.
- 5 **Variations:**
  - 5.1 Except where the Deliverables are goods that have already been dispatched for delivery, NZ Police may vary or cancel any of its requirements for any Deliverable (each a **Variation**) prior to delivery by notifying the Supplier in writing (including by email). The Supplier will accommodate all Variations requested by NZ Police except for those that the Supplier is unable (acting reasonably) to fulfil without changes (in which case, the Supplier will communicate what changes are required to the Variation for it to be fulfilled).
  - 5.2 The Supplier may make fair adjustments to the Price and any delivery requirements to reflect Variations but such adjustments must be agreed to by both parties in writing (including by email) before final delivery is made and invoice submitted. If not agreed, NZ Police is not liable to pay any relevant invoice.
  - 5.3 NZ Police may dispute deliveries and costs that vary from the Purchase Order, and have not been agreed to by NZ Police in accordance with clause 5.1.

- 6     **Supplier's obligations:** The Supplier must:
- 6.1     supply Deliverables in accordance with these Terms and the Purchase Order
  - 6.2     deliver the Deliverables to the Delivery Address, on time (which is essential) and in accordance with DDP Incoterms 2020
  - 6.3     notify NZ Police promptly in writing if the Supplier becomes aware of any actual or possible delay in delivery of the Deliverables
  - 6.4     act with due care, skill and diligence, and to the appropriate professional standard or in accordance with good industry practice as would be expected from a leading supplier in the relevant industry
  - 6.5     ensure that its Personnel have the necessary skills, experience, training and resources to deliver the Deliverables
  - 6.6     provide all equipment and resources necessary to deliver the Deliverables, and
  - 6.7     comply with any relevant codes of conduct listed in the Purchase Order, including (if applicable) the Supplier Code of Conduct issued by the Procurement Functional Leader – see [www.procurement.govt.nz](http://www.procurement.govt.nz).
- 7     **Warranties, maintenance:** The Supplier must ensure that NZ Police is passed the benefit of any warranty or maintenance obligation (including a warranty from a manufacturer or any other person) that applies in relation to the Deliverables or any part of the Deliverables.
- 8     **Deliverables must satisfy criteria:** The Deliverables must:
- 8.1     be of merchantable quality and free from defects in design, materials or construction
  - 8.2     be fit for the purposes for which they are intended to be used as communicated to, or that are or ought to be known by, the Supplier
  - 8.3     comply with the Description stated in the Purchase Order
  - 8.4     comply with any sample provided by the Supplier, except if NZ Police has agreed otherwise in writing
  - 8.5     be new and unused, unless NZ Police has agreed otherwise in writing, and
  - 8.6     be packaged so as to protect the contents and keep them clean, dry and in a new condition until they are first used, if appropriate.
- 9     **Supplier warranties:** The Supplier warrants that:
- 9.1     the Deliverables do not breach any law or standard
  - 9.2     supply and use of the Deliverables, for the purposes communicated to, or that are or ought to be known by, the Supplier, will not infringe the rights of any person
  - 9.3     full ownership of the Deliverables will pass to NZ Police in accordance with Terms and no-one else has any rights in the Deliverables, and

- 9.4 all information provided by the Supplier to NZ Police is accurate.
- 10 **Spare parts:** If stated in the Purchase Order, the Supplier must maintain an adequate stock of spare parts and equipment for the Deliverables, for supply to the NZ Police as and when required.
- 11 **Rejection of Deliverables:** If any of the Deliverables do not comply with these Terms, then NZ Police may, by notice to the Supplier within a reasonable time after completing an inspection of, or receiving the Deliverables, at NZ Police's option but at the Supplier's cost, require the Supplier to repair, replace, redeliver or reject the Deliverables.
- 12 **Repair or replacement:** If the Supplier receives a notice from NZ Police to repair or replace the Deliverables, the Supplier must promptly repair or replace the relevant Deliverables so that the Deliverables (or replacement Deliverables) comply with the criteria in clause 6 and the warranties in clause 7.
- 13 **Lack of progress:** If NZ Police is not satisfied with the Supplier's progress in repairing or replacing the Deliverables, NZ Police may either:
- 13.1 reject the Deliverables by notice to the Supplier, in which case clause 14 will apply, or
- 13.2 arrange for the Deliverables to be repaired or provided by someone else, in which case the Supplier will reimburse all costs and expenses incurred by NZ Police in doing so.
- 14 **Rejection:** If the Supplier receives a notice from NZ Police rejecting the Deliverables, it must:
- 14.1 remove any rejected Deliverables from the Buyer's premises at its own risk and cost within 15 working days of notice of rejection, and if the Supplier fails to do so NZ Police may return the Deliverables and recover from the Supplier any cost and expense incurred, and
- 14.2 do either of the following NZ Police elects in its notice of rejection:
- (a) provide a full refund of the Price paid for the rejected Deliverables, within 10 working days of NZ Police electing to receive a refund, or
- (b) provide a credit for the Price paid for the rejected Deliverables, against the Price payable for other Deliverables.
- 15 **No limitation:** NZ Police's rights under clauses 9 to 12 are in addition to, and do not limit, any other rights or remedies NZ Police may have.
- 16 **Ownership and risk:**
- 16.1 Ownership in the Deliverables, that are tangible property, passes to NZ Police on the earlier of the date NZ Police has paid the Price for those Deliverables and the date those Deliverables have been delivered.
- 16.2 Risk in the Deliverables that are tangible property passes to NZ Police on the date those Deliverables have been delivered.
- 16.3 Ownership and risk in any Deliverables that are tangible property rejected by NZ Police under clause 11 will pass back to the Supplier as follows:

- (a) If NZ Police has paid for those rejected Deliverables, once the Supplier has provided a refund or credit in accordance with clause 14.2, and
- (b) in all other cases, when the Deliverables are collected from the place to which they were delivered.

16.4 Ownership of any Deliverables that are tangible property replaced by the Supplier under clause 12 will pass back to the Supplier once the Supplier has delivered the replacement Deliverables.

## 17 **Payment:**

17.1 The Price is the total amount payable by NZ Police to the Supplier for the Deliverables.

17.2 The Price includes all of the following:

- (a) costs of shipping, carriage and freight
- (b) insurance charges
- (c) customs duties and clearance charges, and
- (d) other costs incurred by the Supplier in delivering the Deliverables to NZ Police.

17.3 NZ Police will pay each Valid Tax Invoice in line with the Government directive of promptly paying supplier invoices.

17.4 NZ Police may withhold payment of any portion of a Valid Tax Invoice that is disputed by NZ Police until the dispute is resolved.

17.5 All invoices should be sent to the following email or postal addresses:

Email: Invoices should be emailed in PDF format - using one invoice per PDF. The email address is [accountsprocessing@police.govt.nz](mailto:accountsprocessing@police.govt.nz)

Post: Should your system not allow invoices to be emailed, please post them to:

NZ Police  
Accounts processing  
PO Box 2797  
Wellington, 6140

## 18 **Health, Safety and Security:** The Supplier must:

- 18.1 consult and cooperate with NZ Police regarding the parties' overlapping obligations under, and what is required from the Supplier to assist NZ Police to comply with the HSW Act as it relates to, or affects, the supply of Deliverables
- 18.2 comply, and ensure that its Personnel comply, with their obligations under the HSW Act as it relates to, or affects, the supply of Deliverables
- 18.3 comply with all reasonable directions of the Buyer relating to health, safety, and security, and

- 18.4 report any notifiable injury, illness, incident or event, or any notice issued under the HSW Act or any other health and safety legislation.
- 19 **Premises:** If the Supplier is at NZ Police premises, the Supplier must observe NZ Police policies and procedures, including those relating to health and safety, and security requirements, as provided to the Supplier.
- 20 **Intellectual property:**
- 20.1 New Intellectual Property Rights in the Deliverables become the property of NZ Police when they are created, and the Supplier agrees to do all things necessary to give effect to this clause.
- 20.2 New Intellectual Property Rights that are not in the Deliverables will become the property of the Party that created them.
- 20.3 The Supplier grants to NZ Police a perpetual, non-exclusive, worldwide, transferable, sub-licensable and royalty-free licence to use, for any purpose, all Intellectual Property Rights in the Deliverables that are not owned by NZ Police to:
- (a) receive the full benefit of the Services and Deliverables, and
  - (b) use, copy, modify and distribute the Deliverables.
- 21 **Confidentiality:**
- 21.1 The Supplier will keep confidential and secure, and not misuse or exploit, any Confidential Information.
- 21.2 The Supplier will only use and disclose Confidential Information to the extent required by law or as necessary to supply the Deliverables and perform the Supplier's obligations under these Terms.
- 21.3 At the request of NZ Police, the Supplier must stop using Confidential Information, and either return it or destroy it in accordance with the request.
- 22 **Insurance:** The Supplier will ensure its risks of doing business are adequately covered, whether by insurance or otherwise. If reasonably required by NZ Police, the Supplier will maintain insurance to the levels required by NZ Police with a reputable insurer for up to 12 months post completion of the Purchase Order.
- 23 **Liability excluded:**
- 23.1 Neither party will, under any circumstances, be liable for any indirect loss or damage (including consequential loss), arising under or in connection with this Purchase Order.
- 23.2 To the extent allowed by law, NZ Police and its representatives will not under any circumstances, be liable for any loss of profits or loss of revenue or other economic loss suffered by the Supplier in connection with the Purchase Order.
- 24 **Termination for cause:** NZ Police may terminate the Purchase Order immediately, by giving notice, if the Supplier:

- 24.1 becomes bankrupt or insolvent, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, or becomes subject to any form of external administration
  - 24.2 ceases for any reason to continue in business
  - 24.3 does something or fails to do something that, in NZ Police's opinion, results in damage to NZ Police's reputation or business
  - 24.4 has a conflict of interest that in NZ Police's opinion is so material as to impact adversely on the Deliverables or NZ Police
  - 24.5 provides information to NZ Police that is misleading or inaccurate in any material respect, or
  - 24.6 is in breach of these Terms and fails to remedy that breach within 15 working days of a notice from NZ Police requiring it to be remedied.
- 25 **Disputes:** If a party believes there is a dispute, it will promptly notify, and give written details to, the other party. If the dispute is not resolved within 10 working days by senior representatives of the parties, it will be promptly submitted to arbitration in Wellington if requested in writing by NZ Police.
- 26 **Independent contractor:** There is no legal relationship between the parties of partnership, joint venture, agency, or employment.
- 27 **Transfer of rights or obligations:** The Supplier must not transfer any of its rights or obligations under the Purchase Order without NZ Police's prior written approval. NZ Police will not unreasonably withhold its approval.
- 28 **New Zealand law, currency and time:** These Terms and the Purchase Order will be governed and interpreted in accordance with the laws of New Zealand. All money is in New Zealand dollars, unless the Purchase Order specifies a different currency. Dates and times are New Zealand time.
- 29 **Definitions:**
- 29.1 **Confidential Information** means information that:
    - (a) is by its nature confidential
    - (b) is marked as, or communicated at the time of supply to be, 'confidential', 'in confidence', 'restricted' or 'commercial in confidence'
    - (c) the Supplier knows or ought to know is confidential.
  - 29.2 **Deliverable** means the goods, services, and outputs required to be supplied under the Purchase Order.
  - 29.3 **HSW Act** means the Health and Safety at Work Act 2015.
  - 29.4 **New Intellectual Property Rights** intellectual property rights developed in the performance of the Deliverables.
  - 29.5 **NZ Police** means New Zealand Police, NZBN 9429041909966.

- 29.6 **Price** means the price stated in the Purchase Order for the relevant goods or services.
- 29.7 **Purchase Order** means a written request issued by NZ Police for specified goods and/or services to be supplied to NZ Police by the Supplier (including as varied between the parties from time to time), including an email request or the issuance of a NZ Police purchase order document. A Purchase Order does not include an enquiry from us that is preliminary in nature and not clearly intended to result in a confirmed supply arrangement on acceptance by you.
- 29.8 **Terms** means these Purchase Order Terms that govern supply under each Purchase Order.
- 29.9 **Valid Tax Invoice** means an invoice that references the Purchase Order and the person from NZ Police who issued it and meets the requirements of section 24(3) of the Goods and Services Act 1985.