

**UNITEC NEW ZEALAND LIMITED
MANUKAU INSTITUTE OF TECHNOLOGY LIMITED**

PURCHASE ORDER TERMS

These Purchase Order Terms apply to all Purchase Orders issued after 1 February 2022 until further notice. By accepting a Purchase Order or providing goods or services specified in a Purchase Order issued to you, you accept these Purchase Order terms.

Unitec New Zealand Limited and Manukau Institute of Technology Limited (each, a **Buyer**) are both Crown entities and subsidiaries of Te Pūkenga – New Zealand Institute of Skills and Technology. Our purchase order terms are the standard Government Model Contract terms (subject to the amendments noted below):

- To the extent that this Contract relates to the supply of Goods, refer to the [Standard Terms and Conditions GMC Form 2 GOODS | Schedule 2](#) (3rd Edition); and
- To the extent that this Contract relates to the supply of Services, refer to the [Standard Terms and Conditions GMC Form 2 SERVICES | Schedule 2](#) (3rd Edition).

All Government Model Contract templates are available at: www.procurement.govt.nz.

How to read these Purchase Order Terms

- The Standard Terms and Conditions, together with the terms set out in this document, form the Buyer's Purchase Order Terms.
- Any Supplier terms and conditions do not apply, unless expressly agreed by the Buyer in writing.
- In these Purchase Order Terms, "**Contract**" refers to the contract, agreement or purchase order issued to the Supplier (whichever is applicable).

Invoices

- The Supplier must have a valid purchase order number provided by the Buyer in respect of the Goods and/or Services, and the Supplier's invoice must include that purchase order number. The Buyer will not make any payment to the Supplier without a purchase order number.
- Invoices must be addressed to:
 - Unitec New Zealand Limited, Private Bag 92025, Victoria Street West, Auckland 1142, New Zealand, Attention: Unitec Accounts Payable, email: accounts@unitec.ac.nz
 - Manukau Institute of Technology Limited, Private Bag 94006, Manukau, Auckland 2241, New Zealand, Attention: MIT Accounts Payable, Email: accounts.payable@manukau.ac.nz

Amendments to Standard Terms and Conditions

Where Unitec New Zealand Limited and/or Manukau Institute of Technology Limited is the Buyer, the Standard Terms and Conditions are amended as follows:

Length of Contract

A new clause 1.4 is added to GOODS / SERVICES Schedule 2:

If the parties fail to formally renew this Contract but this Contract continues to be performed by the Parties after the End Date, this Agreement is deemed to be renewed on a month-to-month basis on the same terms and conditions and either Party may terminate this Contract on twenty (20) Business Days' notice.

Supplier Integrity

The following new clause is added as GOODS Schedule 2 clause 2.1A and SERVICES Schedule 2 clause 2.3A:

Without limiting any of the Supplier's obligations under this Contract, the *Supplier Code of Conduct* and/or any applicable laws or regulations, the Supplier expressly agrees not to engage in the following unacceptable behaviours:

- offer kickbacks, gifts or facilitation fees to the Buyer or any of the Buyer's Personnel;
- take kickbacks, gifts or facilitation fees from the Buyer or any of the Buyer's Personnel;
- offer to any of the Buyer's Personnel a position as an employee, officer, consultant, agent or representative or any directorship or shareholding to any employee, contractor, in the Supplier's company or organisation;
- tolerate, permit, or engage in any corrupt behaviour;
- engage in any activity which could serve the purpose of money – laundering.

Supply of Goods – Supplier's obligations

A new clause 2.6.e. is added to GOODS Schedule 2:

Provide a packing slip with all Goods. The packing slip must include the Buyer's purchase order number.

Payment

The following sentences are added to GOODS Schedule 2 clause 6.2 and SERVICES Schedule 2 clause 3.2:

The Supplier may send the Buyer an invoice for the Charges after the supply of Goods and/or Services is completed. Partial or progress payments will be made only if such terms are agreed and documented in the Contract. In that event, the following terms shall apply:

- The Supplier must store the Goods in a manner and in a place that enables the Buyer to easily identify the Goods. The Buyer or its representative may inspect or take delivery of the Goods at any time during business hours and on reasonable notice.
- The Goods will be at the Supplier's risk, and the Supplier accepts all risk of loss and damage to the Goods (irrespective of whether or not such damage is caused by the Supplier).
- The Supplier will not part with the possession of the Goods and will not deal with the Goods in any way that may be prejudicial to the Buyer.
- These terms create a security interest (as defined under the Personal Property Securities Act 1999) in favour of the Buyer in the Goods and their proceeds.

The payment terms specified in GOODS Schedule 2 clause 5.4 and SERVICES Schedule 2 clause 3.3 are amended to reflect that valid tax invoices received by the Buyer from the Supplier will be paid by the Buyer on the 20th day of the month following the month the invoice is received.

Transfer of rights or obligations

The following sentence is added to GOODS Schedule 2 clause 8.3 and SERVICES Schedule 2 clause 6.3:

A change in the effective management or control of the Supplier or the sale of all or a substantial portion of the Supplier's business or assets will be deemed to be a transfer for the purposes of this clause.

Sector Restructuring

The following clause is added to GOODS Schedule 2 clause 8.4 and SERVICES Schedule 2 clause 6.4:

The dissolution of Unitec New Zealand Limited and/or Manukau Institute of Technology Limited and transfer of all rights, assets and liabilities of Unitec New Zealand Limited and/or Manukau Institute of Technology Limited to Te Pūkenga – New Zealand Institute of Skills and Technology, or another entity wholly owned by and nominated by Te Pūkenga – New Zealand Institute of Skills and Technology, in accordance with Schedule 14 of the Education and Training Act 2020 is a permitted assignment for the purposes of this Contract and shall not require notification to the Supplier. On and after the dissolution date (as that term is defined in Schedule 14 of the Education and Training Act 2020), every reference in this Contract to Unitec New Zealand Limited and/or Manukau Institute of Technology Limited shall be

read as a reference to Te Pūkenga – New Zealand Institute of Skills and Technology or their nominee, as the case may be.

Non-exclusivity

The following new clause is added as GOODS Schedule 2 clause 17.10 and SERVICES Schedule 2 clause 17.11:

Nothing in this Contract shall be read as creating an exclusive arrangement between the Supplier and the Buyer in respect of the supply of the Goods and/or Services.

Severability

The following new clause is added as GOODS Schedule 2 clause 17.11 and SERVICES Schedule 2 clause 17.12:

The illegality, invalidity or unenforceability at any time of any provision of this Contract under any law, will not affect the legality, validity or enforceability of the remaining provisions of this Contract nor the legality, validity or enforceability of that provision under any other law

Covid-19 Vaccinations

The following new clause is added as GOODS Schedule 2 clause 17.12 and SERVICES Schedule 2 clause 17.13:

The Buyer's policy on Covid-19 vaccinations requires that any person coming onsite at the Buyer's campuses must hold a valid My Vaccine Pass. Without limiting any other of the Supplier's obligations under this Contract, the Supplier acknowledges and agrees that the Supplier and all of its Personnel shall comply in all respects with the Buyer's mandatory vaccination policy. The Supplier shall undertake sufficient checks of its Personnel in order to ensure that all of its Personnel hold a valid My Vaccine Pass prior to coming onto at the Buyer's premises. In addition, any of the Supplier's Personnel may be required to show proof of their My Vaccine Pass to the Buyer while onsite at the Buyer's premises.

Definitions

The following sentence is added to the definition of **Confidential Information** in GOODS Schedule 2 and SERVICES Schedule 2:

Confidential Information includes 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 Contract.