

Purchase Terms

1. These are the terms (the "Purchase Terms") on which New Zealand Institute for Bioeconomy Science Limited ("BSI") acquires products, equipment, goods, services and advice ("Goods and/or Services") from third parties (a "Supplier"). The Purchase Terms form part of the Purchase Order. Subject to clause 2 below, all Goods and/or Services supplied to BSI by the Supplier are subject to these terms and conditions and are acquired only in accordance with this Purchase Order.
2. This Purchase Order takes precedence over any terms and conditions of the Supplier. No alternative terms or variations will have any effect without the express prior written consent of BSI. Notwithstanding the foregoing, where BSI and the Supplier have entered into a separate written supply agreement, that separate agreement shall take precedence over this Purchase Order in the event of any inconsistency between the two.
3. The Supplier shall be deemed to have read, understood and accepted these Purchase Terms by beginning to fulfil the order, or supplying the Goods and/or Services, without BSI expressly agreeing in writing to alternative terms.
4. In the supply of the Goods and/or Services, the Supplier shall comply with BSI's Supplier Code of Conduct available at: [Supplier Code of Conduct](#).
5. As a Crown Research Institute, BSI must have regard to the Government Procurement Rules and BSI reserves the right to withdraw a Purchase Order at any time before the supply, where BSI considers (acting reasonably) that the Government Rules of Sourcing should govern the purchase.
6. The Supplier must deliver the Goods and/or Services to a location nominated by BSI, no later than the time(s) specified in this Purchase Order. Time must be of the essence. BSI reserves the right to cancel any order wholly or in part, without redress, if it is not fulfilled by the stated delivery date or another date which BSI may in its sole discretion agree, or if no delivery date is stated, within a reasonable time.
7. The Supplier will adequately pack and protect the Goods and/or Services against damage and deterioration, and BSI accepts no responsibility for delivery of the Goods and/or Services, nor for any packing, freight or insurance, unless authorised by this Purchase Order.
8. Risk and title to the Goods and/or Services will remain with the Supplier until the Goods and/or Services have been delivered to the location nominated by BSI. Risk will pass to BSI upon delivery. Title will pass to BSI upon payment.
9. In addition to all warranties, terms or conditions expressed or implied by law or otherwise, the Supplier warrants that the Goods and/or Services supplied:
 - (a) are of a good quality as determined by good industry practice in which the Supplier operates;
 - (b) in respect of goods, at the time of delivery are new and unused, and are fit for their expected purpose(s), or any other purpose BSI has made known to the Supplier or its agents or the Supplier has represented they are fit for;
 - (c) in respect of services, the Supplier shall exercise the degree of skill, care and diligence expected from competent, qualified and experienced professionals;
 - (d) comply with any agreed specifications, supplied descriptions and all statutory or regulatory requirements;
 - (e) are free of any security interest, lien or other encumbrance (not disclosed to BSI), and that BSI will have undisturbed possession; and
 - (f) do not, and will not, infringe any intellectual property rights.
10. The Supplier shall ensure that the benefit of any manufacturer's warranties relating to the Goods and/or Services, or component parts of the Goods and/or Services, are passed on to BSI. The Supplier further warrants that it has the right to sell the Goods and/or Services to BSI, upon the terms of this Purchase Order and that it has complied with all approved codes of practice under Health and Safety legislation and regulations, and any other relevant laws or codes.
11. If the Goods and/or Services do not meet any of the warranties above, then BSI may, prior to delivery, and without limiting or waiving any of its other rights against the Supplier, cancel the order and return the Goods and/or Services. The Supplier shall refund the full purchase price of the Goods and/or Services and all reasonable costs BSI has incurred in the cancellation and return.
12. All intellectual property in, and relating to the Goods and/or Services, and any alterations, additions or amendments thereto, including copyright, in any patterns, tools, drawings or processes supplied, commissioned or paid for by BSI, will be solely owned by BSI. Notwithstanding the foregoing, all intellectual property originating from the Supplier prior to this Purchase Order shall remain the property of the Supplier. The Supplier grants BSI a non-exclusive, perpetual, royalty free licence to any existing intellectual property, to the extent necessary for BSI to use and commercially deal with the Goods and/or Services.
13. The Supplier hereby indemnifies and will keep BSI indemnified against all costs, damages (whether direct or indirect), proceedings, losses, liabilities or other expenses (including reasonable legal fees) incurred by BSI resulting from any failure of, or defect in, the Goods and/or Services, including, but not limited to, any failure to comply with the warranties above, or actual or alleged infringement of intellectual property rights.
14. Where any order includes the provision of training services or support / maintenance or installation services, the Supplier will ensure that those services and any relevant spares or parts are supplied promptly, and in accordance with industry best practice.
15. The Supplier, including any authorised agents and/or sub-contractors will treat any information supplied to it by BSI (or on its behalf) as confidential information and will only use that information for the purposes it was supplied, and only to the extent necessary to fulfil the order. It undertakes not to disclose, cause to be published, make known to any third parties, any confidential information, details concerning the order(s), or details relating to any intellectual property material, without BSI's prior written consent. The Supplier will, upon request, return all confidential information to BSI.
16. The Supplier will not use BSI's name or refer to any matter arising under the Purchase Terms to advertise or promote or endorse (whether directly or indirectly) the Supplier, the Goods, or the Supplier's business in any manner.
17. If the Supplier has a receiver appointed over the whole or part of its assets or if an order is made or a resolution passed winding up the Supplier's business then BSI may cancel any order immediately by notice in writing without compensation to the Supplier.
18. BSI will pay the Supplier for the Goods and/or Services the price(s) quoted in this Purchase Order by the 20th day of the month following the stated delivery date or completion of the order, or the 20th of the month following receipt of an appropriate tax invoice from the Supplier, whichever is later. BSI may withhold any amounts that it is required by law to withhold.
19. Unless expressly stated otherwise, all price(s) stated in this Purchase Order are inclusive of all costs associated with customs agents, carrier fees, freight, insurance, tariffs, duties, taxes of any kind, assessments and other levies or expenses where those costs are incurred by the Supplier. BSI shall not be required to pay any part of an invoice that is reasonably disputed, until that dispute has been resolved.
20. This Purchase Order, supply of the Goods and/or Services any related agreements will be governed exclusively by the laws of New Zealand, and the Supplier submits to the non-exclusive jurisdiction of the New Zealand courts.