

# Supplying to Housing New Zealand

The following terms and conditions are Housing New Zealand's default terms and conditions and are subject to any written agreement between the supplier and Housing New Zealand that expressly introduce other or varied terms and conditions.

## Standard Terms and Conditions for Purchasing

### 1. Definition

The following definitions apply to these standard terms and conditions

**"Agreement"** means this agreement to supply goods and/or services by the Supplier to Housing New Zealand on the terms and conditions of this order.

**"Supplier"** means the person or organisation that is supplying the goods or services to Housing New Zealand.

**"Housing New Zealand"** means Housing New Zealand Limited and includes its successors and assigns.

### 2. General

The Supplier by supplying the goods or services is deemed to have accepted these terms and conditions, which may not be altered without the written consent of Housing New Zealand. These terms and conditions shall take precedence over any of the Supplier's terms and conditions, unless the parties agree otherwise in writing.

### 3. Warranties

The Supplier warrants that the goods and/or services supplied:

- are of good quality as determined by good industry practice in which the Supplier operates;
- in providing any service, the Supplier shall exercise the degree of skill, care and diligence as may be expected from competent and qualified practitioners;
- are in respect of goods, fit for their normal purpose or any other particular purpose Housing New Zealand has made known to the Supplier;
- comply with any description, sample or representation that has been provided to Housing New Zealand;
- will be supplied within any time period agreed by the parties; and
- will comply with all applicable statutes, regulations and any internal policies of Housing New Zealand notified to the Supplier.

The Supplier further warrants it has the right to sell the goods to Housing New Zealand on the terms of this Agreement; that Housing New Zealand will have undisturbed possession of goods supplied to it; and goods supplied to Housing New Zealand are free from

encumbrances not disclosed to Housing New Zealand in writing before title in the goods passes to Housing New Zealand.

#### **4. Cancellation**

In the event that the goods or services provided by the Supplier fail to comply with any of the warranties above, then Housing New Zealand may, without limiting any of its other rights against the Supplier, cancel this Agreement and return the goods to the Supplier and the Supplier shall refund the purchase price of the goods and all reasonable costs of Housing New Zealand incurred by the cancellation (including any costs of returning the goods).

#### **5. Health & Safety Obligations**

The Supplier will at all times comply with any laws, codes and standards relevant to the goods or services and will:

- promptly notify Housing New Zealand of any hazard or accident it becomes aware of in relation to any goods or services supplied to Housing New Zealand;
- hold all the necessary consents, permits and licenses that are needed to provide the goods or perform the services;
- implement an appropriate Health & Safety policy that complies with all its obligations under the Health and Safety in Employment Act 1992 and all other relevant workplace legislation and regulations.

#### **6. Other Obligations**

Where the order includes the provision of training services or support/maintenance services, the Supplier will ensure that all such services and any relevant spares or parts are supplied promptly and in accordance with best industry practice.

#### **7. Confidential Information**

The Supplier will treat any information supplied to it by Housing New Zealand as confidential information and acknowledges that it will only use this information for the purpose for which it is provided, and will return such information to Housing New Zealand at Housing New Zealand's request. Any intellectual property generated by the Supplier in providing any of the services to Housing New Zealand shall become the property of Housing New Zealand.

#### **8. Indemnity**

The Supplier hereby indemnifies Housing New Zealand against all costs, damages (whether direct or indirect), proceedings, losses or other expenses incurred by Housing New Zealand as a result of any failure of the goods or services supplied, including, but not limited to, any failure to comply with the warranties specified above.

## **9. Payment Terms**

Payment is to be made by Housing New Zealand on the 20th day of the month following the date of the invoice. Housing New Zealand shall not be required to pay any part of an invoice that is genuinely and reasonably disputed, until such dispute is resolved.

## **10. Ownership of Goods**

Ownership in any goods supplied to Housing New Zealand passes to Housing New Zealand when delivery of the goods takes place with risk in the goods also passing to Housing New Zealand at that time.

## **11. Changes to the Standard Terms and Conditions for Purchasing**

Housing New Zealand can change these Standard Terms and Conditions for Purchasing. Such changes shall take effect from the date specified in the written notice to the Supplier or at the expiry of one calendar month from the date of the written notice to the Supplier, whichever is the later.