

LIVESTOCK IMPROVEMENT CORPORATION LIMITED (LIC) - TERMS FOR PURCHASE OF GOODS AND/OR SERVICES

1. TERMS

1.1 These terms will apply to the purchase of all goods and/or services by LIC regardless of any other terms on any invoice or other document provided by you unless excluded or agreed specifically in writing.

1.2 You acknowledge that the supply of any goods or services to us by you is non-exclusive and as required. We are free to acquire the goods or services from any other party at any time at our discretion.

2. INTERPRETATION

2.1 "Confidential Information" means information or documentation provided by LIC or any Related Company including all accounts, records, reports, financial and other information, images, diagrams, plans, data, know how whether technical or not, agreements, inventions (whether or not reduced to practice), trade secrets, formulae, biological materials, samples, devices, models, processes, graphs, drawings and any other materials or information of whatever description which is disclosed to You (whether oral or written or embodied in some other physical form) regardless of when it is disclosed and which is either marked or stated to be confidential or by its nature is reasonably intended to be confidential.

2.2 "Intellectual Property" means all intellectual property including (without limitation) any and all rights under any patents and patent applications, utility models, system documentation, source code, technology, techniques, industrial designs, copyrights, brand names, trade marks or licenced trade marks, and/or rights in the know how and Confidential Information of us and all other rights resulting from intellectual activity presently owned or hereafter acquired by us and which we have or may have the right to control or grant a licence of.

2.3 "Related Companies" has the meaning set out in section 2 of the Companies Act 1993

2.4 "You" and "your" means the supplier of the goods or services to us. Where the supplier is more than one person or entity, they will be bound jointly and severally.

2.5 "We", "our" "us" or "LIC" means Livestock Improvement Corporation Limited and includes any of its Related Companies that purchase the goods or services.

3. YOUR OBLIGATIONS

3.1 You will provide the service or supply the good at the place, time, and to the standards and method and for the price specified by us in our purchase order.

3.2 If necessary to be on any of our sites, you or any agent of you must, comply at all times with:

- (a) our directions, policies, procedures and specific site rules, requirements and arrangements (including but not limited to our Health and safety policies);
- (b) our site access or security requirements;
- (c) the provision of any relevant regulations or legislation including the Health and Safety at Work Act 2015 and the Resource Management Act 1991

3.3 You will also at all times comply with any laws, (whether arising under Statute or common law) codes of practice, ordinances, by laws and standards relevant to the goods or services and any health and safety plan, and you will:

- (a) promptly notify and provide details to us of any risk, hazard, near miss, notifiable event, incident, injury, illness or accident you become aware of in relation to any goods or services that you have supplied us;
- (b) produce any documentation requested by us which may include policies, procedures, training records, specific job safety analysis or method statements relevant to the supply of goods and/or services;
- (c) hold all consents, permits and licences needed to provide the goods or perform the services;
- (d) have an appropriate Health and Safety plan;
- (e) complete a appropriate site induction procedures.

3.4 Where any order requires your provision of training services or support/maintenance services you will ensure that these services and any

applicable spares or parts are supplied promptly and in accordance with best industry practice.

3.5 Without limitation to any of the above clauses, you will consult, cooperate and coordinate activities and facilitate engagement with us and any other persons (including without limitation all other users, suppliers, service providers and contractors to us) to the extent that there are overlapping duties in relation to health and safety.

4. DELIVERY, INSTALLATION AND ACCEPTANCE

4.1 Unless otherwise directed you will deliver the goods to, or provide the services at, the address shown on the purchase order.

4.2 If the order includes any installation, you will complete and certify installation as required or directed by us during times approved by us and with minimum disruption to us.

4.3 We may choose to complete any reasonable acceptance tests of the goods or services or any components or parts of the same. You will assist us with any required testing and remedy any failure resulting from the testing as soon as possible.

4.4 Goods supplied by you in excess of the quantities quoted on the relevant order are not accepted. We will hold any excess quantities for 10 working days following notification to you. If you fail to uplift excess goods we will return goods to you at your cost.

4.5 We reserve the right to inspect, test and oversee the supply of the goods or services.

4.6 If you make part deliveries and/or fail to deliver the total quantities as stipulated on the relevant order we may cancel the entire order at no cost to us and return any goods already supplied at your cost.

5. PRICING

5.1 The price is as set out in the purchase order (unless otherwise agreed in writing), and includes all delivery and freight charges, tax, imports or duties and is the only amount we must pay to you (other than GST).

5.2 We will pay for any goods delivered or services provided on the 20th of the second month following the month in which the goods were delivered or services provided, provided that we receive a correct tax invoice quoting the relevant order number. Invoices must be sent to the address specified on the relevant order.

5.3 You agree that we may set off against any amount we owe you, any sum you owe us for any reason.

5.4 The unit of measure detailed on the relevant order must be the unit of measure you invoice us in

6. TITLE AND RISK

6.1 Title to any goods (including anything supplied as part of a service) passes to LIC on delivery, but where any payment of the price is earlier title passes when those goods (or any component) are attached to the order.

6.2 Risk in any goods remains with you until completion of delivery to and acceptance of goods by us.

7. WARRANTIES

7.1 You warrant to us that:

- (a) You have all the necessary skills, training and expertise to carry out the services and they will be performed promptly with due diligence and expertise in accordance with best industry practice;
- (b) You will act in accordance with any guidelines and/or instructions issued by LIC in respect of the services and or good/s supplied;
- (c) each of the good or goods supplied (which will include any components making up the good or goods) will:
 - (i) conform to the specification, design, quality, quantity, configuration, description and samples (if any) provided to us; and
 - (ii) be new and unused on delivery
 - (iii) be fit for its intended use and purpose;
 - (iv) if subject to a limited shelf life, it will still have at least 95% of its expected shell life upon delivery;

(d) each good supplied by you (including its components) will be free from any defect (including any latent defect) in design, materials and workmanship

(e) any goods supplied (including its components) will not discharge or emit any contaminant or hazardous substance;

(f) no good (which will include any components making up the good or goods) will be subject to any mortgage, charge, lien, encumbrance or retention of title;

(g) ownership, possession, use or resale of any goods supplied, or the or the use or result of a service supplied by you will not infringe any proprietary or other intellectual property right or interest of any person.

7.2 These warranties are additional to any other warranties given by you or implied by custom or law, whether statutory or otherwise.

7.3 You will where possible, pass on to us the benefit of any warranty received from any third parties to the intent that we may have recourse against those third parties either directly or through you.

7.4 You will quickly remedy any warranty claim made by us to our satisfaction. Warranties recommence for the full period on completion of any remedy. If any defect which is a breach of a warranty results in us not receiving the expected performance or value from the goods or service, you will at your own cost promptly replace the goods or service (with a full warranty), if requested by us.

7.5 You acknowledge that we make no guarantees as to the volume of goods or services that we will order from you.

8. INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

8.1 All Confidential Information and any Intellectual Property provided by us in connection with the goods and/or services to be provided by you will remain our proprietary and confidential property. You will not obtain any proprietary rights to our Confidential Information or Intellectual Property by way of your provision or services or supply of goods and you must only use it for the purposes of providing the service or supplying the goods to us. You will return all Confidential Information and/or Intellectual property to us.

8.2 The proprietary rights in any new information or Intellectual Property that is developed as a result of, or in the course of carrying out the services or providing the goods (including in respect of any components of the goods when designing or producing it) for us will belong to us.

8.3 Where in the course of supplying the Goods and/or Services a licence or other form of authorisation from a third party is required to own, possess, use or resell any good or any components, or to use any services, you will within the price already agreed, ensure that you have obtained an irrevocable and unrestricted licence on a non-exclusive, worldwide, royalty free and transferable basis for us to own, possess, use and resell the good/s or to have the benefit of the service; and

8.4 You indemnify us against any losses, costs, claims, damages, expenses, liabilities, proceedings or demands which we may incur or suffer as a result of any breach under this clause.

8.5 You agree not to cause or permit anything that may damage or endanger our Intellectual Property.

9. OUR RIGHTS AND LIABILITIES

9.1 If: you should:

- (a) Breach any obligation or do not comply with any obligation you have under these terms, LIC will notify you of such breach or non compliance; and
- (b) If this breach is not remedied to our satisfaction within 10 working days from receipt of our notification, or is incapable of remedy; OR
- (c) you are or become insolvent or bankrupt, go into receivership or liquidation, or amalgamate with any other person(s),

then we may, at our election and without limitation to any other right or remedy under these terms or at law:

(d) withhold any payment due to you;

- (e) return any good/s and/or cease any service at your sole responsibility and expense without obligation to pay any further sum and/or, if paid for, we shall receive a refund;
 - (f) recover from you any loss or cost (including legal costs) suffered by us.
- 9.2 To the extent that your act or omission causes or contributes to any claim, damage, loss, cost (including legal costs) or expense you will indemnify us against such damage, loss, cost or expense, and you will protect us from any claim or proceedings.
- 9.3 Except to the extent required by law or as otherwise allowed under these terms, , neither party shall have any liability (in contract or tort, including negligence) to the other party for any loss of profits, income or savings, or for indirect or consequential damage, loss, cost or expense suffered by the other party.
- 10. MISCELLANEOUS**
- 10.1 These terms may only be amended in writing signed by an authorised representative of each party.
- 10.2 Any dispute between the parties will first be referred for resolution by notice to the other party and in good faith, endeavouring to resolve the dispute. If the dispute remains unresolved, the parties will then seek a resolution through the use of mediation prior to seeking resolution through the Courts. .
- 10.3 Neither of us will be liable for any failure or delay in performing an obligation under these terms if the failure or delay was caused by an occurrence reasonably beyond our control and reasonable endeavours have been used to perform despite the cause. A party whose performance is affected by such a cause will notify the other party of the cause and likely delay as soon as practicable.
- 10.4 You may not assign any of your rights and obligations in respect of an order or these standard terms.
- 10.5 All notices or other communication to be given will be given at the last known place of address, fax or email (or such other address as the party may have specified in writing. Notices will be deemed to have been given and made:
- (a) In the case of communication by letter, where correctly addressed and stamped,
 - (i) On the fifth working day after being posted by mail to a domestic address; or
 - (ii) On the tenth working day after being posted by airmail to an overseas address
 - (b) If given by hand, on personal delivery to the addressee or to the addressees address;
 - (c) If by fax, when transmitted with no indication of incomplete transmission to the addressees last known address; and
 - (d) In case of email, on the correctly addressed email leaving the information system of the sender, provided that no error or delay message is received by the sender in relation to that email.
- 10.6 You will perform the services and/or provide the goods as an independent contractor and will not any time have any right or power to bind LIC. You will not at any time be considered an agent, partner, joint-venturer or employee of LIC.
- 10.7 To the extent practicable, any unlawful provision in these standard terms will be severed and the remaining provisions will be enforceable.
- 10.8 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.
- 10.9 These terms are governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand in the event that the process under clause 9.2 fails to resolve any dispute.