

Lincoln Agritech Ltd

General terms and conditions for the supply of goods and/or services

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| 1. Application of Terms: | The following terms and conditions (“ Terms ”) apply to the supply of goods and/or services (“ Goods ” and “ Services ”) by the supplier (“you”) to Lincoln Agritech Limited (“LAL”) provided, however, if you and LAL have signed a written agreement for the provision of Goods and/or Services, the terms and conditions of that agreement will apply and not these Terms. |
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| 2. Contract formation: | Subject to clause 1, by accepting LAL’s order for, providing a quote for, or supplying to LAL, Goods or Services you agree to be bound by these Terms. These Terms apply from the earlier of the time LAL places an order with you, accepts a quote provided by you, or you actually supply to LAL, Goods or Services. |
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| 3. Supply obligations: | <ul style="list-style-type: none">a. In supplying Goods and/or Services to LAL, you will:b. use all reasonable skill, care and diligence, co-operate fully with LAL and operate honestly and in good faith;c. meet all specifications, timeframes and delivery dates agreed with LAL regarding the Goods and Services;d. keep LAL informed of progress and provide LAL with any information it may reasonably request in relation to the Goods and Services;e. allocate suitably skilled and experienced personnel to supply the Goods and/or Services;f. comply with all applicable laws, rules, regulations and recognised professional and industry standards relating to the (supply of) Goods and/or Services;g. refrain from engaging in any unfair or deceptive trade practice, unethical business practice, or other practice that could unfavourably reflect upon LAL;h. act in willing co-operation with other service providers or suppliers appointed by LAL;i. follow all lawful and reasonable instructions issued by LAL or its authorised representatives;j. immediately advise LAL if you identify any problem in supplying the Goods and/or Services; andk. at your cost, remedy and mitigate any damage or loss arising from any delay, error or failure by you in supplying the Goods or Services. |
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| 4. Non-exclusive contractor: | Your appointment is non-exclusive and LAL may use any other person to supply any of the Goods or Services in New Zealand or elsewhere at any time. In supplying the Goods or Services to LAL, you act as a principal at law and not as LAL’s agent. You must not act in a manner inconsistent with your status as independent contractor or represent yourself to anyone as LAL’s agent. Nothing in these Terms constitutes an agency, joint venture, employment or partnership between you and LAL. |
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- 5. Goods title / risk:** Risk in all Goods supplied by you to LAL will pass to LAL on delivery. Title to all Goods supplied by you to LAL will pass to LAL free of all security interests, encumbrances and adverse interests on the earlier of delivery of the Goods or when LAL pays the invoice for the respective Goods in full. LAL must report any issue/defects with the Goods within seven (7) business days of becoming aware of any such issue/defect.
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- 6. Re-supply:** Without prejudice to any other rights or remedies that are available to LAL, if LAL require you to do so, you will at your cost immediately resupply any Goods or Services that do not comply in all respects with these Terms.
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- 7. Invoicing:** You must submit to LAL a valid tax invoice, which meets the requirements of the Goods and Services Tax Act 1985 (or legislative requirements of the applicable jurisdiction), monthly in respect of the Good and Services supplied to LAL in the previous month. All invoices to be received by the 3rd working day of the month following supply, must include a purchase order number (if applicable) and be emailed to the address specified in the purchase order.
- Multiple invoices may be included in a single email, but each invoice must be a separate attachment. Direct any invoices to ap.invoices@lincolnagritech.co.nz and payment related queries to accounts@lincolnagritech.co.nz.
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- 8. Payment:** Provided your invoice is in accordance with these Terms, on delivery of the goods and/ or completion of the Services, LAL shall pay the invoice by electronic bank transfer within the timeframe indicated on the invoice. LAL shall not be liable for non-payment, or delay in payment, of invoices which are not in accordance with these Terms. LAL may withhold payment of any invoice (in whole or in part) which it disputes or is not in accordance with these Terms. Unless agreed otherwise, all amounts payable in respect of the Goods and Services shall be paid in New Zealand Dollars.
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- 9. GST:** Goods and services tax chargeable under the Goods and Services Tax Act 1985 (“**GST**”) (or the equivalent legislation of the applicable jurisdiction) must be included on your invoices, if applicable, at the prevailing rate. All other levies, premiums, duties, assessments, taxes or other payments levied upon the Goods or Services as required under the provisions of applicable legislation in any relevant jurisdiction in relation to the provision of the Goods and Services shall be borne by you.
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- 10. Taxes:** If any governmental tax authority of any relevant jurisdiction assesses LAL as liable to pay any taxes that are to be borne by you or to make any form of withholding payment or deduction in relation to the Goods or Services, you will indemnify LAL for the payment of such taxes and/or entitle LAL to withhold payment or deduct the relevant sums (including any penalty, interest, fine or additional tax levied or imposed on LAL by that authority).
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- 11. Warranties:** You warrant that in supplying Goods and Services to LAL:
- a. you have the required skills, experience, facilities and qualified staff;
 - b. the Goods and Services will comply with specifications agreed with LAL;
 - c. all Goods and deliverables resulting from the Services (and any part of them) are of merchantable quality and fit for any purpose specified by LAL or for which goods of their type are commonly put;
 - d. you will perform the Services and provide the deliverables in a professional and diligent manner, using reasonable skill and care and in accordance with industry standards and best practices; key performance indicators or service levels for the Services as notified by LAL to you;
 - e. in providing the Services, you will meet any performance dates, milestones, key performance indicators or service levels for the Services as notified by LAL to you;
 - f. all Goods and the deliverables resulting from any Services will pass to LAL free of any security interests, encumbrances or other adverse interests;
 - g. you hold all licences and authorities necessary to supply the Goods and Services;
 - h. the supply of Goods and Services will not result in the breach of any other agreement or the infringement of any third party's rights;
 - i. the Goods and/or Services (including the performance and use thereof) do not and will not at any time misappropriate, infringe upon or otherwise violate the intellectual property rights of any third party; and
 - j. where relevant, the Goods and Services will not contain any viruses or other malicious code that will degrade or infect any product, service, or any other software or LAL's network or systems.
 - k. You agree to adequately pack and protect the goods against damage, destruction and deterioration during transit.

You will use your best endeavours to ensure the full benefit of any third party warranty in relation to the Goods or Services (or any part of them) that you supply to LAL is passed on to LAL. If the benefit of such warranty cannot be passed on to LAL, you will hold it on trust for LAL and assist as required should LAL seek to claim under such warranty.

Nothing in these Terms will prejudice any term, condition or warranty, express or implied, or any legal remedy to which LAL may be entitled in relation to the Terms by virtue of any law.

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- 12. Insurance:** Unless we agree otherwise, you must, at your cost, maintain a minimum level of public liability, professional indemnity and product liability insurance cover commensurate with your business in respect of any potential liability, loss or damage arising at law or under any statute in respect of claims for property damage, personal injury, public liability and professional indemnity (as appropriate) relevant to the provision of the Goods and Services. You will provide LAL with evidence of such insurance on demand.

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- 13. Confidentiality:** All information, documents, software, processes and other matters that are disclosed by LAL, or otherwise made available to or developed by you, in connection with the supply of Goods and Services will be treated by you as strictly confidential and remain, or become on creation, LAL's property. You will not disclose any such items to any other person, or make any public statements relating to these Terms or the Goods or Services, without LAL's prior written consent. Information shall not be considered confidential if it: (a) is already known to you at the time of receipt; (b) becomes publicly available through no fault or breach by you; or (c) must be disclosed by law.
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- 14. Data protection:**
- a. You must protect LAL data at all times from unauthorised access or use by third parties, or misuse, damage or destruction by any person, in accordance with best industry practice which includes, without limitation:
 - b. implementing and maintaining appropriate data security measures and systems;
 - c. ensuring all LAL data is handled carefully throughout its entire information lifecycle;
 - d. implementing access management controls to ensure that only authorised individuals can gain access to the LAL data;
 - e. implementing the use of authentication controls such as Multi-Factor Authentication, hardware tokens and Single Sign-On to secure the accounts used to manage any services;
 - f. continuously identifying, assessing, managing and reporting risks to LAL data security;
 - g. ensuring that your office facilities have physical security protection such as secure access, burglary alarm, CCTV and motion detectors; and
 - h. having in place appropriate plans and procedures to allow you to respond efficiently and effectively to a data security breach.
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15. Intellectual Property:

All intellectual property rights in, created by or resulting from the Goods and Services will immediately vest in and be the exclusive right and property of LAL (or its nominee) to the fullest extent allowed by applicable laws. You will assist LAL to protect (including by registering, where applicable) and enforce its rights in any such intellectual property and deliver to LAL, at its request, all goods, content, original works and third party materials which you or any third party develop, make or cause to be developed or made for LAL. You will have no licence or right to use any of LAL's intellectual property except as strictly necessary to supply the Goods and Services.

16. Privacy:

Where the provision of Goods or Services requires the collection or processing of personal information about you or your employees, contractors, directors, representatives and agents, LAL will collect and process this personal information in compliance in compliance with the Privacy Act 2020 (or any privacy regulations which may apply in the country where the Goods or Services are being provided).

17. Health and Safety:

You will comply with all applicable health and safety related legislation and regulations including the Health and Safety at Work Act 2015. Where applicable, you will consult and co-operate with LAL and its contractors to ensure the co-ordination of activities where there are overlapping health and safety duties.

18. Limitation:

The aggregate liability which LAL may incur towards you or any other person arising out of, or related to, these Terms or the provision of Goods or Services, whether foreseeable or unforeseeable, and whether based on claims in contract (including grave fault), equity, tort or otherwise, will not exceed the total amount of the fees paid by LAL to you in respect of the particular Good or Service giving rise to the liability. In no circumstances will LAL be liable to you or any other person for any loss of income, loss of actual or anticipated profits, loss of business, loss of contracts, loss of goodwill or reputation, loss of anticipated savings, loss of marketing commitments, loss of data, goodwill, use of money, or use of products, interruption in use or availability of data, stoppage of other work or impairment of other assets or any type of *lucrum cessans* (in each case, whether direct or indirect) or any consequential, indirect, special, punitive, or incidental damages, whether foreseeable or unforeseeable, based on claims in contract (including grave fault), tort or otherwise arising out of, or related to, these Terms or the provision of Goods or Services thereunder, even if LAL has been advised of the possibility of such damages in advance.

Nothing in these Terms shall restrict or exclude LAL's liability for death or personal injury caused by LAL's negligence or the negligence of its employees or sub-contractors or any other liability which may not be lawfully excluded or limited.

19. Termination:	<p>LAL may terminate these Terms and the provision of Goods and Services by you with immediate effect:</p> <ul style="list-style-type: none">a. at any time for convenience by giving you thirty (30) days' written notice;b. if you have a liquidator, receiver or manager appointed in respect of the whole or any part of your assets;c. if you become or are insolvent, or cease for any reason to carry on business; ord. if you are in breach or default of these Terms,e. and you will have no claim against LAL, including for damages for termination. The exercise of LAL's termination rights shall be without prejudice to any other rights and remedies at law or in equity and will not in any way affect any of LAL's rights and liabilities accruing before termination.
20. Effect:	<p>Upon termination, you will forthwith:</p> <ul style="list-style-type: none">a. cease the further supply of Goods and Services, unless agreed otherwise by LAL;b. transfer to LAL any third party contracts for time or materials LAL has paid for that are yet to be used;c. deliver up to LAL, or certifiably destroy (at LAL's option), any of LAL's confidential information you possess or control;d. transfer to LAL all property and materials in your possession or control belonging to LAL; ande. exercise such other reasonable commercial efforts to minimise disruption to LAL's business.
21. Force Majeure:	<p>Neither party shall be liable if the performance of its obligations under these Terms becomes impossible due to causes beyond its reasonable control, such as but not limited to wars, embargoes, strikes, lockouts, accidents, fires, Acts of God, pandemics, epidemics, floods or seizure, or control or rationing imposed by governmental authorities or any other occurrences beyond its reasonable control.</p>
22. General:	<p>These Terms:</p> <ul style="list-style-type: none">a. subject to clause 1, constitute the entire understanding and agreement between us, supersede all previous written or oral agreements or understandings, and apply to the exclusion of any terms and conditions proposed by you or included on your purchase orders or invoices;b. may be varied, assigned, transferred or subcontracted by LAL at any time by written notice to you; andc. shall be governed by and construed in accordance with New Zealand law. The New Zealand courts shall have sole and exclusive jurisdiction over any dispute arising in connection with these Term.
