



PORIRUA CITY COUNCIL PURCHASE ORDER TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In these Terms and Conditions, unless the context otherwise requires:

- (a) **Business Day** means any day other than a Saturday, Sunday or public holiday in Wellington, New Zealand;
- (b) **Council** means Porirua City Council, a body corporate constituted under the Local Government Act 2002, and includes its employees, agents, nominated representatives and successors;
- (c) **Fee** means the price or rate for the Goods and/or Services (as the case may be) set out in a Purchase Order;
- (d) **Goods and/or Services** means any goods, services or other products to be provided by the Supplier as set out in a Purchase Order;
- (e) **GST** means goods and services tax charged under the GST Act;
- (f) **GST Act** means the Goods and Services Tax Act 1985;
- (g) **Intellectual Property** means all industrial and intellectual property of any kind including but not limited to copyright, trade mark, design, artwork, patent, semi-conductor, or circuit business or company names or other proprietary rights, or any rights prior to registration of such rights whether created before or after the commencement date of these Terms and Conditions;
- (h) **Material** means any materials used in the provision of Services;
- (i) **Purchase Order** means any purchase order generated by the Council and received by the Supplier, which shall include (without limitation) a purchase order:
 - (i) which refers to these Terms and Conditions and has been faxed, emailed or otherwise delivered in writing to the Supplier; or
 - (ii) that is attached to these Terms and Conditions;
- (j) **Specifications** means the specifications for Goods and/or Services stipulated in these Terms and Conditions, a Purchase Order, or any other communication from the Council to the Supplier, and includes delivery arrangements, time, Fees, quantity and quality;
- (k) **Supplier** means the entity to whom a Purchase Order is issued and includes its servants, agents and sub-contractors; and
- (l) **Tax Invoice** has the meaning given to that term in section 2 of the GST Act.

- 1.2 In these Terms and Conditions, unless the context otherwise requires:
- (a) **Defined Expressions:** Expressions defined in the main body of these Terms and Conditions bear that meaning in the whole of these Terms and Conditions including any schedules and the recitals unless the context otherwise requires.
 - (b) **Gender:** Words importing one gender shall include all genders.
 - (c) **Schedules, etc:** References to schedules, clauses and sub-clauses are references to schedules, clauses and sub-clauses of these Terms and Conditions.
 - (d) **Plural and Singular:** Words importing the singular shall include the plural and vice versa unless the context otherwise requires.
 - (e) **Headings:** Clause and other headings are for ease of reference only and shall not be deemed to form any part of the context or to affect the interpretation of this Agreement.
 - (f) **Statutes and Regulations:** References to statutes, regulations, ordinances, bylaws or other instruments include any amendment, substitution or re-enactment.

2. APPOINTMENT AND APPLICATION OF TERMS

- 2.1 **Appointment:** The Council has engaged the Supplier to provide Goods and/or Services as per the details contained within a Purchase Order, and subject to the Supplier complying with the provisions of these Terms and Conditions.
- 2.2 **Application:** Subject to clause 2.3, these Terms and Conditions will apply to all Purchase Orders placed by the Council for the supply of Goods and/or Services from the Supplier. No variation of these Terms and Conditions shall be effective unless agreed in writing by both parties.
- 2.3 **Other Agreement:** To the extent that the parties have entered into a separate agreement covering the subject matter of any Purchase Order, the terms of that agreement will supersede and prevail over these Terms and Conditions.
- 2.4 **Priority of Terms:** No terms or conditions proposed by the Supplier or printed on any of the Supplier's documentation (including, without limitation quotations, offers, acknowledgements, letters, advice notes, delivery notes, invoices) shall form part of (or be deemed to be an amendment to) these Terms and Conditions.
- 2.5 **Certification:** Where the Supplier is certified to AS/NZS ISO 9001:1994 Quality Systems - Model for Quality Assurance (as updated or amended from time to time) in design, development, production, installation and servicing, the Purchase Order must be fulfilled in accordance with both these Terms and Conditions and the terms of that certification.
- 2.6 **No Exclusivity:** The Supplier acknowledges that it is being engaged by the Council on a non-exclusive basis and that the Council may appoint one or more additional suppliers to provide Goods and/or Services that are the same, or similar, to those being provided by the Supplier.

2.7 No Minimum Order: The Supplier acknowledges that nothing in these Terms and Conditions commits the Council to purchase any minimum quantity of Goods and/or Services from the Supplier.

3. TERM

3.1 Term: These Terms and Conditions come into effect in respect of, and a Supplier is deemed to have accepted, a Purchase Order on the earlier of:

- (a) confirmation by the Supplier of receipt of the Purchase Order submitted by the Council to the Supplier; or
- (b) the date the Supplier first took any step to fulfilling its obligations under the Purchase Order submitted by the Council,

and will continue in force until terminated in accordance with clause 10.

4. ORDER PROCESS

4.1 Purchase Order: The Council will place an order for Goods and/or Services by issuing a Purchase Order to the Supplier. The Purchase Order constitutes an offer by the Council to purchase the Goods and/or Services on the terms set out in the Purchase Order and these Terms and Conditions.

4.2 Consideration: In full consideration of the satisfactory provision of the Goods and/or Services, the Council shall remunerate the Supplier by paying the Fee. The Council shall pay the Fee upon receipt of an invoice in accordance with clause 4.5.

4.3 Price: The Fee shall include and itemise the costs of any GST, levies or tariffs, freight, delivery, packaging, handling, storage and insurance and any other expense relating to the Goods and/or Services.

4.4 Taxes and other Charges: With the exception of GST, all taxes, duties and charges (including fines, penalties and interest) that are or may be imposed or levied in New Zealand or overseas in connection with a Purchase Order will be borne by the Supplier.

4.5 Invoice: The Supplier shall submit to the Council valid Tax Invoices in respect of the Goods and/or Services delivered following acceptance of the Goods and/or Services in accordance with clause 5. Invoices shall include the following information:

- (a) Purchase Order number;
- (b) a description of the Goods and/or Services;
- (c) quantity;
- (d) unit cost (if relevant);
- (e) the Fee (total cost); and
- (f) any other information reasonably requested by the Council.

4.6 Payment: Payment will be made by the Council on or before the 20th day of the month following the month of receipt of a Tax Invoice in accordance with clause 4.5. All payments will be made to the Supplier by electronic funds transfer into the bank account nominated by the Supplier.

4.7 Disputed Invoice: If the Council disputes any portion of the Fee:

- (a) the Council will notify the Supplier of such dispute at the earliest reasonable opportunity;
- (b) the undisputed portion of the invoice will remain payable on the due date for payment under clause 4.6;
- (c) the Council will not be obliged to pay the disputed portion of the invoice until the parties' dispute has been resolved in accordance with clause 12.

5. DELIVERY OF GOODS AND SERVICES

5.1 Delivery Requirements: The Supplier will:

- (a) ensure the Specifications are met;
- (b) ensure the Goods and/or Services are delivered by or performed by contractors and personnel who have the knowledge, qualifications, skill base and experience appropriate for the supply and provision of the Goods and/or Services, and who have been trained and briefed appropriately to provide the Goods and/or Services and are experts in their respective fields regarding Goods and/or Services to be rendered;
- (c) advise the Council immediately if the Supplier becomes aware of any matter which may change or delay the delivery or performance of the Goods and/or Services. The advice must include detailed particulars of the likely change or delay and recommendations to minimise any adverse effect from it;
- (d) not make any material alteration to, addition to, or omission from the Goods and/or Services approved by the Council at any stage without the Council's prior written agreement;
- (e) ensure that all reports and other written communications to the Council are clear, thorough, and complete and acceptable to the Council in both form and substance; and
- (f) package any Goods so as to protect them during transportation and unloading at the Council's designated delivery address.

5.2 Cooperation: In delivering the Goods and performing the Services, the Supplier shall co-operate fully with other suppliers providing Goods and/or Services to the Council for the purpose of facilitating, to the maximum extent possible, the provision of Goods and/or Services by both the Supplier and those other suppliers to the Council.

5.3 Acceptance: Goods and/or Services provided by the Supplier shall not be deemed to have been accepted by the Council until the Council has inspected the Goods and/or Services and confirmed that they are compliant with the Specifications (**Acceptance**). Such inspection shall be made by the Council within a reasonable time after the Goods and/or Services have been delivered.

The signing of delivery dockets and/or similar on behalf of the Council shall not constitute Acceptance.

- 5.4 Repair, Replace, Re-perform, Reject:** Notwithstanding that ownership may have passed in accordance with clause 7.2, if, following the Council's inspection of the Goods and/or Services, any of the Goods and/or Services do not meet the Specifications or otherwise do not comply with these Terms and Conditions or the Purchase Order, then the Council may, within a reasonable time after completing the inspection, do any of the following at the Council's option, but at the Supplier's cost:
- (a) require the Supplier to repair the Goods;
 - (b) require the Supplier to replace the Goods;
 - (c) require the Supplier to re-perform the Services; or
 - (d) reject the Goods and/or Services.
- 5.5 Notice:** The Council must give written notice to the Supplier if it decides to exercise any of its options under clause 5.4.
- 5.6 Repair or Replacement:** If the Supplier receives a notice from the Council to repair or replace the Goods or re-perform the Services, the Supplier must promptly take the specified action so that the Goods (or replacement Goods) and/or Services comply with the warranties in clause 8.
- 5.7 Progress:** If the Council is not satisfied with the Supplier's progress under clause 5.6, the Council may either:
- (a) reject the Goods and/or Services, in which case clauses 5.8 and 5.9 will apply; or
 - (b) arrange for the Goods to be repaired, or the Services to be performed by someone else, in which case the Supplier will reimburse all costs and expenses incurred by the Council in doing so and cooperate to the maximum extent possible with any third party provider engaged by the Council.
- 5.8 Rejection:** If the Supplier receives a notice from the Council rejecting the Goods and/or Services under clause 5.4(d), it must remove any rejected Goods and/or any Materials from the Council's premises at its own risk and expense. If the Supplier does not remove the rejected Goods and/or Materials within 15 Business Days of the notice of rejection, the Council may return the goods and/or Materials and recover from the Supplier any cost and expense incurred.
- 5.9 Remedy:** If the Council rejects any Goods and/or Services, the Supplier (at its cost) will do whichever one of the following the Council elects. The Council must state the action required in its notice issued under clause 5.5:
- (a) provide a full refund of the Fee paid for the rejected Goods and/or Services, within 10 Business Days of the Council electing to receive a refund;
 - (b) provide a credit for the Fees paid for the rejected Goods and/or Services, against the Fees payable for other Goods and/or Services; or

- (c) promptly replace the rejected Goods, or re-perform the Services, with Goods and/or Services that meet the requirements of these Terms and Conditions.

6. VARIATION TO PURCHASE ORDER

6.1 Cancel, Vary, Suspend: The Council may cancel, suspend or vary a Purchase Order at any time and for any reason by giving written notice to the Supplier. Where the Council varies, suspends or cancels a Purchase Order, the Council shall:

- (a) pay the Supplier for all Goods and/or Services already delivered (subject to clause 5);
- (b) where Goods and/or Services are not yet delivered, pay the Supplier the amount of the reasonable, direct costs incurred by the Seller (up to the date of the cancellation, suspension or variation) in producing any Goods and/or Services specifically to fulfil the Purchase Order, up to a maximum of the Fee, provided that any such Goods and/or Services that are in a form that can be delivered to the Council are immediately delivered to the Council by the Seller; and
- (c) if required, raise a separate Purchase Order for any additional Goods and/or Services required by the Council from the Supplier.

6.2 Dispute: If the parties are unable to agree the amount payable by the Council under this clause 6, the parties will follow the dispute resolution process set out in clause 12.

6.3 No Liability: The Council will not be liable for any costs or damages whatsoever in relation to the cancellation, variation or suspension of a Purchase Order except as provided in clause 6.1.

7. RISK AND TITLE

7.1 Risk: Risk in Goods shall pass to the Council upon delivery into the Council's possession.

7.2 Title: Without prejudice to the Council's rights of rejection (set out in clause 5), title to and ownership of any Goods and Materials shall pass to the Council on delivery into the Council's possession.

8. WARRANTIES

8.1 The Seller warrants that:

- (a) the Goods and/or Services and any Materials will conform to the Specifications and be of satisfactory quality, free from defects and fit for their intended purposes (whether such purpose is implied or expressly stated in the Purchase Order);
- (b) the Goods will be delivered and the Services will be rendered with due care and skill by competent and trained personnel;

- (c) it will ensure that its systems and procedures used in the delivery of Goods and/or Services are regularly monitored and reviewed. Any weaknesses identified will be documented and remedial action will be undertaken immediately;
- (d) it will comply with all relevant codes, legislation, ordinances, regulations and standards including (without limitation) the Privacy Act 1993, Employment Relations Act 2000, Health and Safety at Work Act 2015, Local Government 2002 and Official Information Act 1982;
- (e) Goods will be delivered free of any third party mortgage, lien, claim, title or interest such that the Supplier is able to provide good title to the Council; and
- (f) it will continuously identify and implement quality improvements in the delivery of the Goods / Services to the Council.

8.2 Additional Warranties: The Council's rights under this clause 8 are in addition to and not in substitution of any express, implied statutory or other rights. Without limiting the above, if a manufacturer or importer provides additional warranties in respect of any Goods and/or Services, the Supplier must pass on the benefit of those warranties and assist the Council in enforcing any rights it or the Supplier may have under those warranties for the benefit of the Council.

9. PARTIES REMAIN RESPONSIBLE

- 9.1 Assignment / Subcontracting:** The Supplier shall not assign, transfer, subcontract or otherwise dispose of any benefits, rights, liabilities or obligations under these Terms and Conditions without the prior written consent of the Council, such consent not to be unreasonably withheld.
- 9.2 Ensure subcontractors bound:** The Supplier shall ensure there is included in every agreement entered into with a subcontractor, provisions which enable the Supplier to discharge and secure compliance with its obligations under these Terms and Conditions and each Purchase Order.
- 9.3 Supplier not relieved:** The assignment, transfer, subcontracting or other disposal of any of the Supplier's liabilities or obligations shall not relieve the Supplier from any liability or obligation.
- 9.4 Change in Control:** If at any time there is a change in the shareholding or ownership of the Supplier that alters the effective control of the Supplier (other than where the Supplier, or its parent company is a company whose shares are listed on any recognised Stock Exchange) without the Supplier obtaining the Council's prior written approval to the change, then the Council may, within 15 Business Days of the change, terminate the provisions of these Terms and Conditions.

10. TERMINATION

- 10.1 Insolvency Event:** In the event that the Supplier becomes insolvent, is placed in receivership, has a winding up order issued against it or files a petition for proceeding in bankruptcy, these Terms and Conditions and any Purchase Order made under them may be terminated immediately in writing by the Council.

- 10.2 Termination for Cause:** Either party (First Party) may terminate these Terms and Conditions and any Purchase Order made under them at any time and with immediate effect by written notice to the other party (Second Party) if the Second Party:
- (a) has committed a material breach of these Terms and Conditions where that breach is reasonably capable of being remedied within 10 Business Days and where the Second Party has failed to comply with an earlier written notice given by the First Party:
 - (i) specifying that breach; and
 - (ii) requiring that the Second Party remedy that breach within the period specified in the earlier notice; or
 - (b) has committed a material breach of these Terms and Conditions, where that breach is not reasonably capable of being remedied by the Second Party.
- 10.3 Convenience:** Subject to clause 6, the Council may at any time, without prejudice to any other rights and remedies of the Council under these Terms and Conditions or otherwise at law, terminate these Terms and Conditions and any Purchase Order made under them for convenience, in whole or in part, on 30 days' written notice to the Supplier.
- 10.4 Payment:** Where the Council terminates these Terms and Conditions for convenience, the Council will pay the Supplier for Goods and/or Services provided under any current Purchase Order up to the date that written notice of the termination is received by the Supplier (**Notice Date**). The amount payable by the Council will be calculated in accordance with clause 6.1.

11. INDEMNITY

- 11.1 Supplier Liability:** The Supplier indemnifies and holds the Council harmless against any direct costs, losses, damages, expenses, liabilities or proceedings suffered or incurred at any time by the Council as a result of any breach of the Supplier's obligations or undertakings contained in these Terms and Conditions.
- 11.2 Council Liability:** The Supplier agrees that the Council's liability in connection with these Terms and Conditions shall be limited to payment of the Fee.
- 11.3 Exclusion:** Nothing expressed or implied in these Terms and Conditions will confer any liability on either party (**First Party**) in respect of any:
- (a) indirect, consequential or special loss, damage, cost or expense suffered or incurred by the other party as a direct or indirect result of a breach by the First Party of any of its obligations under these Terms and Conditions; or
 - (b) loss, damage, cost or expense suffered or incurred by the other party, to the extent to which this results from any act or omission by that other party.

12. DISPUTES

- 12.1 Endeavour to agree:** If a dispute arises in any way related to these Terms and Conditions, the parties shall in good faith endeavour to resolve the dispute by agreement.
- 12.2 Reference to Senior Executives:** If the dispute is not promptly resolved, it shall be referred to the appropriate Council Commercial Operations Manager and the Chief Executive Officer of the Supplier (or their delegates) jointly to seek agreement upon a resolution.
- 12.3 Mediation / Arbitration:** If the dispute is unable to be resolved by agreement:
- (a) either party may, in writing, request that the dispute be referred to mediation. All discussions in mediation will be without prejudice and will not be referred to in any later proceedings. The parties will bear their own costs in the mediation and will equally share the mediator's costs; or
 - (b) if the other party does not wish the dispute to be referred to mediation; or if it is not possible to agree on a mediator within 10 Working Days or to resolve the dispute through mediation, either party may refer the dispute for determination by arbitration of a single arbitrator (to be appointed by the President of the NZ Law Society if not agreed within 10 Working Days of reference) under the Arbitration Act 1996.
- 12.4 Parties to continue to comply with Terms and Conditions:** Notwithstanding the existence of a dispute, the parties shall continue to fully comply with their obligations under these Terms and Conditions in accordance with and subject to its provisions.

13. NOTICES

- 13.1 Sending:** All notices and other communications provided for or permitted under these Terms and Conditions shall be sent by mail with postage prepaid, hand delivery, facsimile, or email to the address set out below.
- 13.2 Deemed delivery:** All such notices or communications shall be deemed to have been duly given or made if:
- (a) delivered by hand to the intended recipient's address as set out below;
 - (b) sent by facsimile to the intended recipient's facsimile number as set out below and if the sender's facsimile machine confirms transmission to the intended recipient; or
 - (c) sent by email to the intended recipient's email address as set out below and if the recipient acknowledges receipt (whether by way of an automated message or otherwise).
- 13.3 Addresses:** The addresses (including email address) and facsimile numbers to which notices are to be delivered or sent are as follows:
- (a) **Notices to the Council:** For the Council:

Contact Name:	Henk van Broekhuizen
Email Address:	Hvanbroekhuizen@pcc.govt.nz

Physical Address: Cobham Court, Porirua City

(b) Notices to the Supplier: For the Supplier: As per the contact details set out in the Purchase Order.

13.4 Deemed time of delivery: Delivery by hand, facsimile or email prior to 5pm on a Business Day shall be deemed effected on the date of delivery or transmission, and delivery or transmission after 5pm shall be deemed effected on the next Business Day. Delivery by post shall be deemed to have occurred four days after being deposited in the mail by the sender.

14. INSURANCE

14.1 Policies: The Supplier must, at its cost, obtain and maintain (in accordance with clause 14.3) insurance cover in respect of the Supplier's obligations under these Terms and Conditions for so long as the Supplier supplies Goods and/or Services to the Council.

14.2 Evidence: The Supplier will provide evidence of such insurance upon request by the Council from time to time.

14.3 Maintenance: The Supplier undertakes to use all reasonable endeavours to maintain the policies of insurance (or policies that are substantively similar) to those required under clause 14.1, for six years after the "Delivery Date" of the last Purchase Order completed by the Supplier under these Terms and Conditions.

15. INTELLECTUAL PROPERTY

15.1 Existing Intellectual Property: All Intellectual Property owned by either party and existing prior to the commencement of the supply of Goods and/or Services will remain the exclusive property of that party.

15.2 New Intellectual Property: The Supplier agrees that all new Intellectual Property that arises or is created by the Supplier or any of the Suppliers employees, subcontractors or agents in the course of supplying the Goods and/or Services will be the Council's exclusive property.

16. CONFLICT OF INTEREST

16.1 Best Endeavours and Disclosure: The Supplier will at all times for the duration of these Terms and Conditions use its best endeavours to ensure that no action is taken by itself, its personnel and sub-contractors which could or might result in or give rise to the existence of conditions prejudicial to or in conflict with the interests of the Council if such action touches upon or relates to the performance of these Terms and Conditions. The Supplier will immediately disclose any potential conflict of interest to the Council.

17. ENVIRONMENTAL SUSTAINABILITY

17.1 Regard to Natural Environment: The Supplier will perform its obligations under these Terms and Conditions in a manner that gives appropriate regard to the protection of the natural environment. The Supplier will comply with all environmentally related legislation and codes of practices relating to Goods and/or Services being offered.

17.2 Environmental Performance Measures: The Supplier will ensure any opportunities for improvement in the Council's environmental performance identified by the Supplier's employees or subcontractors are reported to the relevant Council contact.

18. RECORDS

18.1 Purchase Order Records: The Supplier shall maintain complete and adequate records of each Purchase Order received under these Terms and Conditions and shall at all times supply such data and information as is necessary to keep the Council fully informed of the progress of Goods and/or Services to be provided under any Purchase Order.

18.2 Return: Whenever, either during or after the completion of these Terms and Conditions, the Supplier is called upon to do so by an authorised officer of the Council, the Supplier shall deliver to the Council any correspondence, documents, papers, digital library and other property of any nature which may be in its possession or power and which belongs to the Council or relates to the affairs or business of the Council provided that this power will not be exercised by the Council if it will hinder the performance of these Terms and Conditions by the Supplier.

18.3 Urgency: The Supplier must cooperate with the Council to provide information immediately if the information is required by the Council to comply with an enquiry, or its statutory reporting obligations.

19. CONFIDENTIALITY

19.1 General: All matters relating to these Terms and Conditions and all information acquired or received by either party in the course of or under these Terms and Conditions shall be held confidential and shall not be divulged in any way to any other person without the prior written approval of the party which provided the information. If the Supplier becomes aware of any matter relating to these Terms and Conditions that may be the subject of media attention, the Supplier must notify the Council in writing as soon as possible, and is not permitted to release any confidential information or make any statement or other disclosure of information to the media on that matter without first obtaining the consent of the Council. This clause is subject to the Local Government Act 2002 and the Official Information Act 1982.

19.2 No breach: Disclosure of information in the following circumstances shall not be a breach of clause 19.1:

- (a)** to any outside contractors on obtaining a similar undertaking of confidentiality from such contractors;
- (b)** to the extent that the information has become generally available to the public other than as a result of unauthorised disclosure by a Party;
- (c)** to the extent that a Party is required to disclose the same pursuant to the Local Government Act 2002 and Official Information Act 1982 or any other law;
- (d)** to the extent that it is necessary and reasonable for the Council to disclose certain information (such as the name of the Supplier) to ensure the efficient and uninterrupted operation of these Terms and Conditions;

but, in each case, any such disclosure shall be subject to the provisions of the Privacy Act 1993.

20. GENERAL

- 20.1 Independent Contractor:** The Supplier is an independent contractor, contracted by the Council to provide the Goods and/or Services described in a Purchase Order and in accordance with these Terms and Conditions. Nothing contained or implied in these Terms and Conditions shall be construed as creating, and neither party shall state, imply or do anything to suggest, that these Terms and Conditions create an employer/employee partnership or principal/agent relationship between the Council and the Supplier or any of its proprietors, officers, employees or subcontractors.
- 20.2 Waiver:** No failure or delay on the part of either party to exercise any right, power or privilege under these Terms and Conditions shall operate as a waiver nor shall any single or partial exercise or the exercise of any other right or power or privilege whether arising under law or these Terms and Conditions.
- 20.3 Severability:** If any part, term or provision of these Terms and Conditions are held illegal or unenforceable, the validity or enforceability of the remainder of these Terms and Conditions shall not be affected.
- 20.4 New Zealand Law:** These Terms and Conditions will be governed by and construed by the laws of New Zealand.
- 20.5 Submission to jurisdiction:** Each of the parties irrevocably and unconditionally agree that the New Zealand courts have jurisdiction to hear and determine each suit, action or proceedings, and to settle disputes, which may arise out of or in connection with these Terms and Conditions and for those purposes irrevocably submits to the jurisdiction of the New Zealand courts.
- 20.6 Audit:** The Council reserves the right to audit various elements of any arrangements or processes that the Supplier has in place or puts into place as the result of any Purchase Order, which may include but shall not be limited to:
- (a) a selection of any orders to ensure that the correct prices and rates were used by the Supplier;
 - (b) a selection of any orders to monitor compliance with technical, safety and procedural requirements;
 - (c) Quality Systems (certified to ISO 9000 or equal approved); and
 - (d) environmental procedures (certified to ISO 14000 or equal approved).