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Bridgestone New Zealand Ltd (“Bridgestone”) and the party that the Purchase Order is addressed to (“Seller”) agree that all orders given by Bridgestone to the Seller are subject to the following terms.

1. Definitions

1.1 In these terms and conditions of purchase:

“Bridgestone” means Bridgestone New Zealand Ltd. and any of its subsidiaries.

“Conditions”, “these Conditions” means the terms, conditions and warranties of purchase set out in this agreement and the relevant Order and includes any other terms agreed to in writing between Bridgestone and the Seller.

“EDI” means electronic data transfer. “Goods” means the goods and services (including any instalment or part of the goods and all packaging and labelling in respect of such goods) described in the relevant Order.

“GST” means any tax on goods and services imposed by the Goods and Services Tax Act 1985 and related legislation.

“Order” means any EDI or written order by Bridgestone to purchase goods from the Seller.

“Price” means the price of Goods stated in the relevant Order.

“Seller” means the party described in the Purchase Order and any of its subsidiaries.

2. Orders

2.1 Each Order constitutes an offer to purchase the Goods from the Seller subject to these Conditions. In the event of any inconsistency between these Conditions and the terms on the Order, the terms on the Order will prevail to the extent of such inconsistency.

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2.2 Orders will be deemed to have been received by the Seller:

(a) if given electronically, at the time of transmission by Bridgestone; and

(b) if given by post on the third business day after posting.

2.3 The Seller must confirm the receipt and acceptance of the Order in writing either electronically or by post.

2.4 The Seller is deemed to have accepted the Order on the basis of and subject to the Conditions if the Order has not been refused within seven days of the Seller receiving the Order.

2.5 These Conditions will override any Terms and Conditions supplied by the Seller. If the Seller attempts to provide its terms and conditions they will not be valid unless accepted by Bridgestone in writing.

3. Price and Payment

3.1 The Price cannot be varied except with the prior written agreement of Bridgestone. Requests for price variations must be submitted in writing at least 30 days before the desired effective date of the adjustment.

3.2 Unless otherwise agreed to in writing payment will be effected by Bridgestone to the Seller within 30 days from commencement of the month following.

4. Deliveries

4.1 Deliveries by the Seller will only be made during normal business hours of Bridgestone on the date or within the time stated in the Order or in delivery schedules issued from time to time by Bridgestone.

4.2 On delivery all Goods shall be accompanied by a delivery document with Bridgestone's order number stated thereon.

4.3 Bridgestone's order number shall also appear on all packaging slips, bills of lading, packages, invoices and other correspondence in respect of the Goods.

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4.4 All delivery costs to the address specified in an Order shall be paid by the Seller unless otherwise specified in the Order. **Confirm**

4.5 In addition to and without prejudice to any of its other rights, if a delivery date or

4.5 In addition to and without prejudice to any of its other rights, if a delivery date or delivery schedule is not complied with by the Seller, Bridgestone has the right to immediately terminate without liability to the Seller, the contract constituted by acceptance of the relevant Order. The Seller acknowledges that if priority freight is necessary to ensure Goods are delivered by the required delivery date, priority freight will be at the cost of the Seller.

5. Acceptance and Rejection

Bridgestone accepts the Goods subject to final inspection and may reject so much of the Goods whether paid for or not which do not conform to the requirements of the Order and these Conditions.

5.2 Any inspection or tests carried out by or at the direction of Bridgestone shall be final and conclusive provided however that acceptance of Goods by Bridgestone, regardless of whether or not an inspection has been made, shall not be regarded as confirmation that the Goods conform to the requirements of the Order and these conditions.

5.3 If such Goods are rejected prior to payment being made then only the balance of the Goods that conform to the requirements of the Order and these Conditions will be admitted for payment provided however that if Goods are inspected using statistical sampling techniques the failure of the randomly selected Goods to reach the acceptable quality level as determined by Bridgestone shall entitle Bridgestone to reject all of the Goods.

5.4 In the event that Goods are rejected following payment the Seller will at the option of Bridgestone immediately reimburse such payment or immediately credit Bridgestone's account with the value of the goods rejected. Bridgestone may return rejected Goods to the Seller at the Seller's cost and risk or may at its option re-work such rejected Goods.

6. Risk

6.1 The risk of any loss, damage or deterioration to the Goods from any cause shall not pass to Bridgestone until the Goods have been delivered to the address specified in the Order or to the point of sale if any specified in the Order.

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6.2 Any Goods rejected by Bridgestone will be at the Seller's risk from the time the goods are rejected.

goods are rejected.

7. Cancellation

7.1 A contract constituted by acceptance of an Order may be cancelled by Bridgestone without liability to the Seller in the event of the Seller at any time failing or being unable to comply with any of the Conditions (including, without limitation, any of the warranties in the Conditions) or in the event of the Seller being insolvent, or a liquidator of the Seller being appointed or any receiver being appointed in respect of any of the assets of the Seller.

7.2 Bridgestone reserves the right to vary, modify or cancel an Order if Bridgestone's delivery schedules are varied and in this event any claim which the Seller may have against Bridgestone shall be limited to the actual costs incurred (excluding loss of profit) to the date of variation, modification or cancellation.

7.3 Cancellation shall be in addition to and without prejudice to any of the rights of Bridgestone against the Seller at law or in equity.

8. Packaging

8.1 All Goods shall be properly packed, marked and labelled in a manner approved by Bridgestone.

8.2 All packaging costs shall be paid by the Seller.

9. Quality and Seller Warranties

9.1 The Seller warrants and represents to Bridgestone that:

(a) the Goods are in accordance with the Order and the Conditions, the patterns, drawings, blueprints, specifications and the samples (if any) approved by Bridgestone;

(b) the Goods will be free from defects in design, material and workmanship;

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(c) the Goods will be suitable for purpose;

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(d) the Seller has the rights to sell the Goods free from all encumbrances and Bridgestone will enjoy quiet possession of the Goods.

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(e) the Seller will at its expense supply to Bridgestone in such number as is required by Bridgestone samples of the goods for Bridgestone's approval;

(f) the Goods will comply with all statutory requirements relating to the safety, manufacture, packaging, labelling, transportation, sale and quality of the Goods;

9.2 If the Seller is the manufacturer of the Goods or an agent of the manufacturer, the Seller must ensure that an effective quality assurance system is maintained in accordance with ISO/TS 16949. The Seller will comply with appropriate Bridgestone product and system specifications. The Seller is also required to provide statistical batch certification for all products. In the event of any inconsistency between this clause 9.2 and clauses 9.1 and 10 of these Conditions, this clause 9.2 shall prevail to the extent of such inconsistency.

9.3 The Seller must ensure that the Goods are adequately tagged and labelled with the following items:

- Date of Manufacture
- Lot Size
- Part Number
- Part Name
- Use By Date (if applicable)
- Batch Number
- Inspection Data

9.4 The Seller will comply with Bridgestone's Production Part Approval Process where applicable and shall supply appropriate certified test reports.

9.5 The Seller agrees that it shall continue to be liable pursuant to clauses 9.1(b) and (c) notwithstanding any approval of Bridgestone referred to in clause 9.1(a).

10. Inspection

10.1 Bridgestone and Bridgestone's customers shall have the right to enter the Seller's premises at reasonable times to inspect such premises and any goods, materials therein and any property of Bridgestone therein and to monitor the production of the Goods.

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10.2 The Seller will comply with all reasonable directions given by Bridgestone on any such inspection or monitoring.

11. Tooling and Tool Maintenance

11.1 All tools, fixtures, dies, jigs, gauges or other equipment (“Bridgestone’s Tools”) and all patterns (“Patterns”) drawings, designs, blueprints, specifications and other papers (“Plans”) supplied without charge to the Seller by Bridgestone or paid for by Bridgestone and used in producing the Goods will remain and be the sole property of Bridgestone and shall be appropriately marked by the Seller.

11.2 The Seller will pay for the delivery and installation of all Bridgestone’s Tools and will on the installation thereof acknowledge in writing to them to be in good working order and condition.

11.3 On completion of or cancellation of a contract constituted by acceptance of an Order the Seller shall if and when required to do so at the Seller’s expense deliver to Bridgestone all finished or unfinished work relevant to such contract and Bridgestone’s Tools, Patterns and Plans.

11.4 The Seller shall at its expense maintain all Bridgestone’s Tools and Patterns in good working order and condition.

11.5 The Seller will immediately advise Bridgestone of any breakdown to any of Bridgestone’s Tools and of repairs required. The Seller will attend to all repairs without delay and repairs will only be carried out by repairers approved by Bridgestone.

11.6 The Seller shall insure and maintain insurance against fire, theft, malicious damage, impact of vehicles or by any other occurrence against which insurance cover is normally available for Bridgestone’s Tools, Patterns and Plans.

12. Insurance

12.1 The Seller must effect and maintain the following insurance relating to the Sellers supply of the Goods:

12.1.1 Public Liability Insurance for a minimum of \$10 million for each occurrence.

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12.2 The insurance must be issued by a reputable insurer acceptable to Bridgestone.

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13. Indemnity

The Seller indemnifies Bridgestone and must keep Bridgestone indemnified against all losses, claims, costs, expenses, damages, demands, proceedings, actions and penalties which Bridgestone may sustain or incur or which may be brought or established against it and which in any case arise out of or in relation to or by reason of:

13.1 The negligence, recklessness or wilful misconduct of the Seller or any agents of the Seller in the supply of the Goods;

13.2 The breach by the Seller of any of the Seller's obligations and undertaking contained in these Conditions; and

13.3 Any unauthorised act or omission of the Seller or any agents of the Seller in the supply of the Goods.

14. Non-disclosure

14.1 The Seller undertakes and agrees that it will not now or in the future use in the manufacture of goods for any third party any of Bridgestone's Tools, Patterns or Plans nor will it divulge to any other person any information with regard to drawings blueprints or specifications received from or provided by Bridgestone. This restriction shall apply even though the Seller may stop making the particular article for Bridgestone.

14.2 The Seller shall not advertise or publish the fact that the Seller is contracted with Bridgestone for the manufacture of the Goods.

15. Modifications

By notice in writing Bridgestone may at any time alter the specifications, design, testing procedures, method of packing or place of delivery of the Goods and if required Bridgestone will negotiate with the Seller for an adjustment to the Price or the delivery date.

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16. Assignment

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A contract constituted by acceptance of any Order is not assignable.

17. Intellectual Property

17.1 The Seller shall indemnify Bridgestone and its customers against all costs, expenses, judgements and damages arising out of the actual or alleged direct or contributory infringement of any New Zealand or foreign patent, trademark, copyright or industrial design or of any other intellectual property rights by reason of the manufacture, use or sale of the Goods.

17.2 If the Seller makes any modifications or variations to the Plans supplied by Bridgestone or has any input into the specifications or designs for the Goods then this indemnity will extend to any infringement arising out of the compliance with those specifications or designs.

18. Notices

Any notices required to be served under these Conditions shall be validly given if executed by a duly authorised person on behalf of the party giving the notice and if it is served personally upon or forwarded by prepaid post or sent by facsimile or EDI to the party whom the notice is to be given.

19. Governing Law

Notwithstanding any implication of law to the contrary all contracts between the Seller and Bridgestone shall be deemed to be made and construed and to be enforceable in and according to the laws of New Zealand and by mutual consent to be subject to the jurisdiction of the Courts of New Zealand.

20. Waiver

20.1 Waiver by Bridgestone of any default by the Seller in respect of any contract constituted by acceptance of an Order or failure by Bridgestone to exercise any of its rights under such contract shall not constitute waiver thereof by Bridgestone of any of its rights under such contract arising through any further or subsequent default by the Seller.

20.2 Failure by Bridgestone to exercise its rights of cancellation or any other rights relating to a breach of the contract constituted by acceptance of an Order shall not constitute a waiver of such right or breach.

21. Entire

Agreement These Conditions are the only terms and conditions which relate to the Goods and no other terms will be binding on Bridgestone unless such other terms are in writing and signed by the Seller and Bridgestone.

22. Time

Time is to be of the essence in relation to any contract constituted by acceptance of an Order. Accordingly, and by way of example only, if Bridgestone suffers any loss as a result of late delivery or non delivery of Goods, the Seller will indemnify Bridgestone for such loss.

23. EDI

23.1 Any reference to "in writing" or "document" in these Conditions shall include an EDI transmission.

23.2 An electronic transmission document will be deemed to be an original signed document when printed from electronic files.

23.3 The parties agree not to contest the validity of an EDI document under the process of any laws relating to whether certain agreements are to be in writing or signed by the party to be bound thereby.

23.4 All original documents referred to in this clause if introduced as evidence on paper, in any judicial, arbitration, mediation or administrative proceedings, will be admissible between the parties to the same extent as documents originated in documentary form.

24. Goods and Services Tax

24.1 Unless the contrary intention appears, the terms and phrases used in these Conditions have the same meanings as those terms and phrases in Goods and Services Tax Act 1985.

24.2 If for any reason the provision of any services under these Conditions or any Order are not GST free as contemplated by this Clause, the Price in any Order shall be increased by the rate of GST imposed by GST law and Bridgestone shall pay that increased amount immediately upon demand by the Seller.

24.3 For the purposes of this Clause “Adjustment Event”, “Adjustment Note”, “GST”, “Input Tax Credit”, “Taxable Supply” and “Tax Invoice” shall have the meaning attributed to those terms in Goods and Services Tax Act 1985.

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