

UNIDOR-2-RFQ-CANOE

This information must be printed on to the back of requests for quotations

TERMS AND CONDITIONS

1 Introduction

These terms and conditions provide the basis of the contract between the seller ("Seller") and Universal Intervention and Development Organisation ("UNIDOR"), in relation to the attached purchase order ("Order") (the Order and these conditions, together "Contract"). All references in these terms and conditions to defined terms - Goods, Services, Prices and Delivery - refer to the relevant provisions of the Order.

2 Quality / Specifications

2.1 The Goods and/or the Services shall, as appropriate:

- a) conform as to quantity, quality and description with the particulars stated in the Order; in the case of goods be of sound materials and workmanship and fit for the purpose for which the Goods are intended; and
- b) are intended; and
- c) in the case of Services be delivered with reasonable care and skill.

The Seller shall observe the highest ethical standards during the performance of its obligations under this Contract including international labour standards promoted by the International Labour Organisation specifically in the areas of child labour and forced labour. It shall not in any way be involved in the manufacture or sale of arms or have any business relations with armed groups or governments for any war related purpose.

2.2

3 Terms of Payment

3.1 Payment will be made as set out in the Order.

3.2 UNIDOR shall be entitled to off-set against the Price all sums owed to UNIDOR by the Seller..

4 Delivery

The Goods shall be delivered to, and the Services shall be performed at, the address set out and on the date or within the period stated in the Order, in either case during UNIDOR's usual business hours.

4.1 Where the date of delivery of the Goods or of performance of Services is to be specified after issue of the Order, the Seller shall give UNIDOR reasonable written notice of the specified date.

4.2 If the Goods are to be delivered, or the Services to be performed, in instalments, the Contract will be

4.3 treated as a single Contract and not as severable.

UNIDOR shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until UNIDOR has had reasonable time to inspect them

4.4 following delivery.

5 Risk and Property

Risk of damage to or loss of the Goods shall pass to UNIDOR upon delivery to UNIDOR in accordance with the Contract. The property in the Goods shall pass to UNIDOR upon delivery, unless payment for the

5.1 Goods is made prior to delivery, when it shall pass to UNIDOR once payment has been made.

6 Liability

If any Goods or Services are not supplied or performed in accordance with the Contract, then UNIDOR

6.1 shall be entitled:

to require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with

6.1.1 the Contract within 7 days; and/or

to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the

6.1.2 Price which has been paid and to compensate UNIDOR for any loss or damage which it may have suffered as a result of non-performance.

The Seller shall indemnify UNIDOR in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by UNIDOR as a result of or in connection with any act or omission of the Seller or its employees, agents or sub-contractors in performing its obligations under this

6.2 Contract.

7 General

The Seller may not without UNIDOR's prior written consent use or refer in promotional materials to

7.1 UNIDOR's name or logo

The Seller shall not assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.

7.2 This Contract shall be governed by the laws of South Sudan, and the Seller agrees to submit to the

7.2 exclusive jurisdiction of the courts of South Sudan.