

GENERAL TERMS AND CONDITIONS

PROVISION OF GOODS AND SERVICES

These terms and conditions apply to every Purchase Order placed by the International Water Management Institute (IWMI) with any individual, firm, organization or company. Any terms and conditions contained within or attached to any document of any kind which are inconsistent with the terms and conditions outlined in this document, or which attempt to add to or modify these terms and conditions in any way shall not be deemed acceptable or legally binding unless expressly and clearly accepted by IWMI in writing.

If the Vendor/Contractor is unable to supply such a written agreement, the Vendor/Contractor agrees to waive or withdraw the supplemental or modifying terms and conditions and Contract with IWMI, exclusively on the basis of these terms and conditions.

Mere acceptance of Goods and/or Services by IWMI shall not constitute or be deemed to constitute as acceptance of Vendor/Contractor-supplied.

1. All Parties affirm that the Contract shall commence and the Vendor/Contractor will be bound contractually to fulfill the obligations outlined within these terms and conditions upon the issuance of a Purchase Order (PO) to the Vendor/Contractor by IWMI.

Definitions:

“Contract” - any contract IWMI enters into to obtain Goods or Services.

“Contractor” - a person or firm that undertakes a Contract to provide materials or labor to perform a service or do a job.

“Goods” - merchandise, products and hardware purchased or to be supplied as specified in the PO/Contract.

“Incoterms” - International Commercial Terms, clarifies obligations of buyers and sellers in foreign trade.

“Parties” - referred to the Contractor and the Vendor collectively

“Purchase Order (PO)” - documents sent from the buyer to a supplier with a request for goods or services as an order.

“Services” - delivery of people-based services, provided by an external service provider, an individual or organization as specified in the PO/Contract

“Third Party” - any person or entity other than the Contractor and the Vendor

“Vendor” - a person or company offering something for sale.

2. PURCHASE OF GOODS

- 2.1 In Contracts related to the purchase of Goods, whether in whole or in part, and unless specifically stated otherwise in the Purchase Order (PO)/Contract, the conditions in clauses 3 to 13 shall apply to any purchases of Goods or Services under the Contract:

3. DELIVERY OF GOODS

- 3.1 The Vendor/Contractor shall make the Goods available for IWMI to receive the Goods within the time and at the place of delivery as specified in the PO/Contract.
- 3.2 The Vendor/Contractor shall provide IWMI with such shipment documentation (including, without limitation, bills of lading, airway bills and commercial invoices) as specified in the PO/Contract or, otherwise, as customarily utilized in the trade.
- 3.3 All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the PO/Contract.
- 3.4 Unless otherwise stated in the PO/Contract (including, but not limited to, any “Incoterms” or similar trade terms), the entire risk of loss, damage or destruction of the Goods shall be borne exclusively by the Vendor/Contractor until physical delivery of the Goods to IWMI in accordance with the terms of the Contract.
- 3.5 Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by IWMI. Vendor/Contractor shall comply with all applicable statutory, legal and regulatory requirements relevant to the manufacturing, production, labelling, packaging, storage, handling and delivery of the specified Goods.

4. TRANSPORTATION AND FREIGHT

- 4.1 Unless otherwise specified in the PO/Contract (including, but not limited to, any “Incoterms” or similar trade terms), the Vendor/Contractor shall be solely liable for making all transport arrangements and for the payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements in the PO/Contract.
- 4.2 The Vendor/Contractor shall ensure that IWMI receives all the necessary transport documents in a timely manner so as to enable IWMI to accept delivery of the Goods in accordance with the requirements in the PO/Contract.

5. INSPECTION OF THE GOODS

- 5.1 If the PO/Contract states that the Goods may be inspected prior to delivery, the Vendor/Contractor shall notify IWMI when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, IWMI or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements in the Contract.
- 5.2 All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to IWMI or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Vendor/Contractor of any of its warranties or the performance of any obligations under the PO/Contract.

6. WARRANTIES

- 6.1 Unless otherwise specified in the PO/Contract, in addition to and without limiting any other warranties, remedies or rights of IWMI stated in or arising under the PO/Contract, the Vendor/Contractor warrants and represents that:
 - a. The Goods, including all packaging and packing thereof, conform to the specifications in the PO/Contract, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

- 6.2 If the Vendor/Contractor is not the original manufacturer of the Goods, the Vendor/Contractor shall provide IWMI with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the PO/Contract;
- a. The Goods are new and unused;
 - b. The Goods are of the quality, quantity and description as per the requirements in the PO/Contract, including when subjected to conditions prevailing in the place of final destination;
 - c. The Goods are free from any right of claim by any Third Party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;
- 6.3 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year or any other terms as specified in the PO/Contract following acceptance of the Goods by IWMI in accordance with the Contract;
- a. During any period in which the Vendors/Contractors' warranties are effective, upon notice by IWMI that the Goods do not conform to the requirements of the PO/Contract, the Contractor shall promptly and at their own expense correct such non-conformities or, in case of their inability to do so, replace the defective Goods with Goods of the same or better quality or, at their own cost, remove the defective Goods and fully reimburse IWMI for the purchase price paid for the defective Goods; The Vendor/Contractor shall remain responsive to the needs of IWMI for any Services that may be required in connection with any of the Contractors' warranties under the PO/Contract.

7. PACKAGING OF THE GOODS

- 7.1 The Vendor/Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the types and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the PO/Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods.
- 7.2 The packing, in particular, shall mark the PO/Contract number and any other identification information provided by IWMI as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the PO/Contract, the Vendor/Contractor shall have no right to any return of the packing materials.

8. ACCEPTANCE OF GOODS

- 8.1 IWMI shall not accept any Goods that do not conform to the specifications or requirements in the PO/Contract. IWMI may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the PO/Contract or otherwise agreed in writing by the Parties.
- 8.2 IWMI shall not accept any Goods unless and until IWMI has had a reasonable opportunity to inspect the Goods following delivery. If the PO/Contract specifies that IWMI shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until IWMI in fact provides such written acceptance. In no case shall payment by IWMI in and of itself constitute acceptance of the Goods.

9. REJECTION OF GOODS

- 9.1 Notwithstanding any other rights of, or remedies available to, IWMI under the PO/Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements in the PO/Contract, IWMI, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from IWMI of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of IWMI, provide;
- a full refund upon return of the Goods, or a partial refund upon return of a portion of the Goods, by IWMI;
 - or, repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements in the PO/Contract;
 - or, replace the Goods with Goods of equal or better quality; and, pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to IWMI.

10. PAYMENT INSTRUCTIONS

- 10.1 IWMI shall, on the fulfillment of the delivery terms, unless otherwise provided in the PO/Contract, make payment by bank transfer within thirty (30) days of receipt of the Vendor/Contractor's invoice for the Goods and copies of any other documentation specified in the PO/Contract.
- 10.2 Payment against the invoice referred to above will reflect any discount shown under the payment terms agreed among the Parties, provided payment is made within the period required by such payment terms.
- 10.3 The prices shown in the PO/Contract may not be increased except through written agreement from IWMI. Documents are to be sent to the address indicated in the PO/Contract.

11. CONTRACT CONFIDENTIALITY

The Vendor/Contractor agrees to treat all confidential information belonging to IWMI as confidential subject matter and protect it accordingly. The Vendor agrees not to disclose any such information without the prior written consent of IWMI.

12. PRIVILEGES AND IMMUNITIES

- 12.1 Nothing contained in or relating to the PO/Contract shall be deemed to constitute a waiver of any of the privileges and immunities enjoyed by IWMI and/or as submitting IWMI to any national court jurisdiction.

13. CONTRACT TERMINATION

- 13.1 In the event the seller fails to deliver the Goods, or perform the Services, by the date specified in the PO/Contract, IWMI may, at its option, terminate the Contract without notice.
- 13.2 If, at any time after the Contract commences, the Vendor/Contractor commits;
- a material or persistent breach of Contract (provided the said breach may be remedied) fails to make good faith remedy of the said breach within 7 (seven) days after receiving notice of the breach;
 - or a material breach which cannot be rectified, IWMI may opt to terminate the Contract with immediate effect.

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