

Purchase Agreement (Goods)

This is a Purchase Agreement (“Agreement”), dated as of [month day, year] (“Effective Date”), between [_____] (“Client”) and _____ (“Vendor”).

BACKGROUND

Client is a nonprofit organization that [_____]. Vendor is a commercial entity that wishes to provide goods to Client on the basis described in this Agreement.

1. PURCHASE AND SALE OF GOODS

Subject to the terms of this Agreement, Client shall purchase, and Vendor shall sell and deliver, the items set forth in Annex A (“Goods”), at the prices specified in Annex A. Specifications for the Goods are set forth in Annex B.

2. DELIVERY

2.1. Delivery: Vendor will deliver the Goods to the locations specified in Annex A, by the date and time specified in Annex A. Vendor is responsible for all expenses of shipment and delivery. If shipment or prices are not in accordance with this Agreement, Client may refuse to accept and pay for the Goods, or at Client’s option, Client may accept partial delivery as provided in Section 3.2. Vendor shall reimburse Client for any expense due to Vendor’s failure to ship the Goods in accordance with this Agreement.

2.2. Title and Risk of Loss: Title to and risk of loss in the Goods remains with Vendor until completion of both physical delivery of the Goods to Client and inspection and acceptance of the Goods by Client. Risk of loss after delivery remains with Vendor if Client rejects any Goods.

3. ACCEPTANCE OF GOODS

3.1. Inspection: Client shall be entitled to inspect the Goods for a reasonable time prior to shipment, during any phase from production to completion of Goods, and for thirty (30) days after Vendor delivers them.

3.2. Acceptance or Rejection of Goods: Client may reject all or any portion of the Goods which are defective or which do not conform to specifications. If Client accepts partial delivery, the price shall be apportioned accordingly. Rejected goods will be returned to Vendor or held by Client for disposition at Vendor’s risk and expense. Vendor shall be responsible for all expenses of transportation and storage by Client including, without limitation, Client’s expenses associated with unpacking, inspecting, repacking, storing and shipping the rejected Goods. Client’s acceptance of all or a portion of the Goods, payment for any Goods, or failure to notify Vendor promptly of all or partial acceptance shall not in any case waive or affect Client’s rights.

4. PRICE AND PAYMENT

4.1. Price: The price stated in Annex A is the firm price and shall be Vendor’s entire compensation for the Goods. In case of arithmetic error, the unit price shall prevail. Increases or decreases in taxes, duties, or materials or shipping costs, if any, shall not affect the price.

4.2. Invoicing: At the time Vendor delivers the Goods, Vendor shall give to Client a written invoice for the Goods covered by this Agreement. Vendor’s invoice must include the date of delivery; a description of the specifications, quantity, and price of the Goods; and any other information requested by Client.

4.3. Payment: Payment for the Goods shall not constitute acceptance. Client may, in its sole discretion, adjust invoice payments to reflect, or refuse to accept and pay for such shipments due

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to, late delivery or Vendor's non-compliance with shipping instructions, packing, or documentation requirements. Client has the right to set off any amounts due from Vendor, whether or not under this Agreement, against any amounts due to Vendor.

4.4. Payment Timing: [Choose One]

[Client shall pay the invoice within thirty (30) days after receipt of the Goods or receipt of a correct copy of the invoice, whichever is later.]

OR

- a) **[Advance Payment:** Client shall pay [_____] percent ([_____]%) of the price within ten (10) days of the Effective Date, upon receipt of an invoice request for advance from Vendor.
- b) **Upon Production:** Client shall pay [_____] percent ([_____]%) of the price within fifteen (15) days of completion of production, upon receipt of a certificate of quality for the Goods issued by Vendor to Client and a final invoice from Vendor.
- c) **Upon Delivery:** Client shall pay the remaining [_____] percent ([_____]%) of the price within fifteen (15) days of complete delivery of all Goods to each of the locations specified in Annex A, subject to acceptance of the Goods by Client.]

4.5. Price Reduction for Late Delivery: If the total price for the Goods is at least [_____] , and if Vendor fails to deliver any or all Goods by the date specified in Annex A, the price stated in Annex A shall be reduced by a sum equal to [_____] percent ([_____]%) for each week of delay, subject to a maximum deduction of [_____] percent ([_____]%) of the total price, without limiting Client's right to exercise any other right or remedy.

4.6. Excusable Delays: Time is of the essence for this Agreement. Neither Client nor Vendor shall be liable for any delay or failure to perform its obligations under this Agreement if this delay or failure is caused in whole or in part by acts of God, strikes, lockouts, riots, acts of war, terrorist events, pandemics, earthquakes, tsunamis, fires, tornadoes, floods, or other adverse weather conditions, explosions, or other events, occurrences, or causes beyond the reasonable control of the relevant party. Vendor shall notify Client immediately if Vendor expects a delay or failure to deliver Goods for any reason.

5. VENDOR OBLIGATIONS

5.1. Incidental Costs and Services: Vendor shall, at its sole expense, furnish all required facilities, labor, materials, equipment and other resources, and insurance, permits, fees and bonding required for delivery of the Goods. Vendor shall also provide, at its sole expense, all incidental services, including, without limitation, installation, commissioning, provision of tools, manuals, or technical assistance and training. Vendor shall not be entitled to reimbursement by Client for any of these costs in the event of termination of this Agreement.

5.2. Recordkeeping: Vendor shall keep complete and accurate records of Vendor's activities under this Agreement in a manner sufficient to permit verification by Client of Vendor's compliance with this Agreement. Client may examine Vendor's records during normal business hours.

5.3. Liability Insurance: Vendor shall carry liability insurance covering appropriate loss limits for this Agreement, including any insurance required by the law of Vendor's principal location and by the country where obligations under this Agreement are to be performed. Upon request, Vendor shall promptly furnish Certificates of Insurance naming Client as an additional insured. Vendor shall not cancel or materially amend such insurance policies unless it has provided at least thirty (30) days prior written notice to Client.

6. WARRANTIES

6.1. Product Warranties: Vendor warrants that all Goods Vendor delivers to Client (a) shall be free from defects in design, material, and quality; (b) shall be merchantable and fit for the purpose intended; (c) shall be at least equal in every respect to any sample or specification of quality, size or description specified by Client or contained in Annex A and Annex B; (d) shall be conveyed free and clear of all liens, adverse claims, or security interests; (e) shall not infringe any patent, trade secret, trademark, or other intellectual property right of any third party; and (f) shall comply with all laws, codes and regulations applicable to this Agreement. Inclusion of these express warranties shall not be considered a waiver of other warranties that may be implied or otherwise provided under law. All warranties shall survive any inspection, delivery, acceptance, or payment by Client.

6.2. Product Replacement and Repair: In addition to all remedies provided by law or by this Agreement, Client's remedy for breach of any warranty shall, at Client's option, include, without limitation, prompt repair or replacement by Vendor of non-conforming Goods. Vendor shall bear all expenses of the removal, redelivery, or replacement of non-conforming Goods. Repaired or replacement Goods shall be subject to the provisions of this Agreement to the same extent as the original Goods.

7. STANDARDS OF CONDUCT

7.1. Ethics: Vendor shall adhere to the highest standards of ethical competence and integrity in performance of this Agreement, having due regard for the nature and purpose of Client as an international organization, and ensure that employees assigned to perform any obligations under this Agreement conduct themselves in a consistent manner.

7.2. Compliance with Law: Vendor represents and warrants that it is, and shall continue to be, in compliance with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities of any jurisdiction, including, without limitation, any anti-bribery statutes.

7.3. Anti-Terrorism: Vendor shall not use funds paid by Client to finance, support, or conduct terrorism. The representations and obligations set out in this Section 7.3 shall survive the expiration or termination of this Agreement.

7.4. No Gifts or Benefits; Conflicts of Interest: Vendor represents and warrants that it has not offered or paid any direct or indirect gifts, favors, or benefits arising from this Agreement to any employee or representative of Client or their relatives or any of Client's affiliates.

7.5. Notice: Vendor shall promptly notify Client in writing, and in any event within thirty (30) days, after it becomes aware that Vendor or any of its employees or representatives is in breach of any provision of this Section 7.

7.6. No Retaliation: Vendor shall not discharge, demote, suspend, threaten, harass, retaliate against, or otherwise discriminate against, any of its employees in the terms and conditions of such employee's employment as a reprisal for such employee's disclosing to Client, or other proper authority, information relating to violation of this Section 7, including, without limitation, any substantial violation of law relating to the performance of this Agreement.

7.7. Right To Audit: Client shall be entitled to audit Vendor's compliance with this Section 7, including reviewing records in accordance with Section 5.2.

7.8. Material Breach: Vendor agrees that a breach of this Section 7 is a material breach of an essential provision of this Agreement and constitutes grounds for termination of this Agreement in accordance with Section 8.2.

8. TERMINATION

8.1. Cancellation: Client may cancel all or any part of this Agreement before Vendor ships the Goods. Client may cancel this Agreement by sending Vendor a written notice which specifies the effective date of cancellation.

8.2. Termination for Breach: Client may terminate all or any part of this Agreement if: (a) Vendor fails to deliver the Goods, as required by this Agreement; (b) the Goods do not conform, in all respects, to the requirements of this Agreement; (c) Vendor becomes insolvent or unable to meet its payment obligations when due; or (d) Vendor breaches any provision of this Agreement. In such event, Client shall notify Vendor in writing, describing the reason for termination and providing the termination date. Client shall not be liable for the cost or expense of any Goods, effective as of such termination date.

8.3. Termination for Terrorist Activity: If Vendor is identified on any terrorist sanctions list recognized by Client, including, without limitation, the United States Executive Agreement 13224 sanctions list and the United Kingdom terrorist sanctions list, this Agreement shall automatically terminate effective immediately upon written or oral notice to Vendor, and in such event Vendor shall promptly return all funds paid to Vendor to Client.

9. LIABILITY AND INDEMNIFICATION

9.1. Limitation of Liability: In no event shall Client be liable for any indirect, special, incidental, or consequential damages of any kind, including, without limitation, any loss of present or prospective profits, loss of expenditures, investments, or commitments made in connection with the establishment or termination of a business relationship, or performance of obligations under this Agreement, even if Client had been advised of the possibility. In no event shall Client, its parent and/or affiliated entities, as applicable, be liable for an amount greater than the price stated in this Agreement.

9.2. Indemnification: To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold harmless Client, its directors, officers, employees, representatives, affiliates, and assigns from and against any and all actions, suits, claims, damages and losses, including reasonable attorneys' fees and expenses, which may arise directly or indirectly from Vendor's negligence, wrongful acts or omissions, or breach of any provision of this Agreement, including, without limitation, Section 6. The obligations set out in this Section 9.2 shall survive the expiration or termination of this Agreement.

10. GENERAL PROVISIONS

10.1. Entire Agreement: This Agreement, including its annexes, represents the final, complete and exclusive agreement between Vendor and Client and supersedes any and all prior or contemporaneous agreements, communications, arrangements or understandings. Client rejects any term or condition of any invoice, letter, e-mail or other document from or by Vendor which conflicts with or adds to this Agreement. In the event of any conflict between these terms and conditions and any other terms included on the attached Annex A or Annex B, these terms and conditions shall control. This Agreement does not represent a commitment by Client to buy additional goods from Vendor or by Vendor to sell additional goods to Client.

10.2. Modifications: This Agreement may be modified only as stated in and by writing signed by both Vendor and Client.

10.3. Severability: If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement shall nevertheless be effective and the illegal, invalid, or unenforceable provision shall be considered modified such that it is valid to the maximum extent permitted by law.

10.4. Remedies and Waiver: Client's rights and remedies under this Agreement are cumulative. The exercise of any one or more of these rights or remedies shall not limit Client's right to exercise any other right or remedy. Any waiver of the provisions of this Agreement or of Client's rights or remedies under this Agreement must be in writing and signed by Client to be effective. Failure, neglect, or delay by Client at any time to enforce the provisions of this Agreement or its rights or remedies shall not be construed as a waiver of its rights, powers, or remedies under this Agreement or a waiver of any later breach or right or as establishing a course of performance or course of dealing between Vendor and Client with respect to any future Agreement.

10.5. No Assignment: Vendor may not assign its rights or delegate or subcontract its duties under this Agreement without first obtaining the written consent of Client. Client may, without obtaining Vendor's consent, freely assign its rights and delegate its duties (either directly or by operation of law) under this Agreement.

10.6. Disputes and Governing Law: Client and Vendor shall make every reasonable effort to amicably resolve any dispute arising from this Agreement. If, after thirty (30) days from the commencement of such efforts, the dispute remains unresolved, either party may submit the matter for binding arbitration pursuant to laws, regulations and rules of Client's principal location. In such event, both parties waive their right to have disputes adjudicated before any other tribunal or body, and the parties agree that no appeal may be taken from a decision reached in binding arbitration. The parties may, however, avail themselves of any law or procedure necessary to enforce a binding arbitration decision. This Agreement shall be interpreted in accordance with the laws of the country to which the Goods are delivered.

10.7. No Relationship or Agency; Use of Name: Vendor and Client are and shall remain independent contracting parties. Vendor is not, and may not represent that it is, an agent, fiduciary, employee, partner, or similar relation of Client for any purpose. Vendor may not use Client's name or logo in any manner without prior written permission from Client.

10.8. Notices: Notices and consents under this Agreement must be in writing and delivered by mail, hand delivery, fax, or e-mail to the contact persons listed below. These addresses may be changed by written notice to the other party. Notices given in the manner provided by this Section 10.8 will be considered given two business days after deposit in the mail, or the first business day after delivery by hand, fax or e-mail.

10.9. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which, taken together, shall constitute one and the same Agreement.

[Signature Page Follows]

Client and Vendor signed this Agreement as of the Effective Date.

Client:

By: _____

Name: _____

Title: _____

Vendor:

By: _____

Name: _____

Title: _____

Client Contact Information

Address: _____

Fax: _____

Email: _____

Vendor Contact Information

Address: _____

Fax: _____

Email: _____

Description of Goods								
Item No.	Goods (include description and specifications)	Quantity	Unit Price	Shipping and Delivery	Incidental Services	Delivery Location	Delivery Date	Total Cost
1	[include core specifications, e.g. weight, dimensions, color, material, etc.][attach any drawings and designs in Annex B]							
2								
3								
4								
5								
6								
							Subtotal	
							VAT/Tax	
							Total Price	

[PRODUCT DRAWINGS AND DESIGNS]