

[insert Client entity name]  
 [insert address]  
 [insert address]  
 www.roomtoread.org

# Purchase Order

Vendor
Name: _____
Address: _____
_____
Phone: _____
Attention: _____
Email: _____

Order Information
<b>Purchase Order Number:</b> _____ <i>This number must appear on all invoices, shipping notices, and other documents related to this Purchase Order.</i>
<b>Purchase Order Date:</b> _____
<b>Expected Delivery Date and Time:</b> _____
_____
<b>Delivery Location:</b> _____
_____

Goods (include description and specifications)	Quantity	Unit Price	Cost
<b>Subtotal</b>			
<b>VAT/Tax</b>			
<b>TOTAL</b>			

1. This Purchase Order must be signed below by Seller and Buyer.
2. Any questions about this Purchase Order should be directed to the Client contact specified below.
3. Please see the accompanying Terms and Conditions, which are an essential part of this Purchase Order.

Additional Terms (optional)

Seller's Signature		
Signature: _____	Print Name and Title: _____	Date: _____

Buyer's Signature		
Signature: _____	Print Name and Title: _____	Date: _____

Additional Buyer Information	
<b>Deliver invoices to:</b> [insert Client entity name] [insert address] [insert address]	<b>Client Contact:</b> _____ <b>Phone:</b> _____ <b>Email:</b> _____

CLIENT USE ONLY			
Requisition Number: _____	Requisition Date: _____	Accounting Code: _____	Department: _____
Prepared by: _____	Signature: _____		
Approved by: _____	Signature: _____		

# Purchase Order Terms and Conditions

---

**1. DEFINITIONS:** "Order" means an offer by the Client entity identified on the cover page ("Buyer") to purchase the goods identified on the face of this document (the "Goods") from the vendor identified on the face of this document ("Vendor") and, once Vendor accepts the offer, the contract for the purchase. These terms and conditions ("Terms and Conditions") are part of that contract and shall govern this Order.

**2. ACCEPTANCE OF ORDER:** Vendor shall be considered to have accepted the Order upon the earliest of (a) Buyer's receipt of a copy signed by Vendor (without modifications, unless agreed to in writing by Buyer); (b) Vendor's full or partial delivery of the Goods; or (c) Vendor's acceptance of payment for the Goods.

**3. DELIVERY:** Vendor will deliver the Goods to Buyer by the date and time specified in the Order. Vendor is responsible for all expenses of shipment and delivery. If shipment or prices are not in accordance with the Order, Buyer may refuse to accept and pay for the Goods, or at Buyer's option, Buyer may accept partial delivery as provided in Section 7. Vendor shall reimburse Buyer for any expense due to Vendor's failure to ship the Goods in accordance with the Order.

**4. 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 Buyer and inspection and acceptance of the Goods by Buyer. Risk of loss after delivery remains with Vendor if Buyer rejects any Goods.

**5. CANCELLATION:** Buyer may cancel all or any part of the Order before Vendor ships the Goods or if Vendor fails to comply with the Order. Buyer may cancel the Order by sending Vendor a written notice (including email or fax) providing the cancellation date.

**6. INSPECTION:** Buyer 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.

**7. ACCEPTANCE OR REJECTION OF GOODS:** Buyer may reject all or any portion of the Goods which are defective or which do not conform to specifications. If Buyer accepts partial delivery, the price shall be apportioned accordingly. Rejected goods will be returned to Vendor or held by Buyer for disposition at Vendor's risk and expense. Vendor shall be responsible for all expenses of transportation and storage by Buyer including, without limitation, Buyer's expenses associated with unpacking, inspecting, repacking, storing and shipping the rejected Goods. Buyer'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 Buyer's rights.

**8. PRICE:** The price stated on the Order 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.

**9. INVOICING:** At the time Vendor delivers the Goods, Vendor shall give to Buyer a written invoice for the Goods

covered by the Order. Vendor's invoice must include the date of delivery; a description of the specifications, quantity, and price of the Goods; the Purchase Order Number set forth on the face of this document; and any other information requested by Buyer.

**10. PAYMENT:** Buyer 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. Payment for the Goods shall not constitute acceptance. Buyer may, in its sole discretion, adjust invoice payments to reflect, or refuse to accept and pay for such shipments due to, late delivery or Vendor's non-compliance with shipping instructions, packing, or documentation requirements. Buyer has the right to set off any amounts due from Vendor, whether or not under the Order, against any amounts due to Vendor.

**11. WARRANTIES:** Vendor warrants that all Goods Vendor delivers to Buyer (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 Buyer or contained in the Order; (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 the Order. 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 Buyer. In addition to all remedies provided by law or by the Order, Buyer's remedy for breach of any warranty shall, at Buyer'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 the Order to the same extent as the original Goods.

## **12. STANDARDS OF CONDUCT:**

**12.1. Ethics:** Vendor shall adhere to the highest standards of ethics and integrity in performance of the Order, having due regard for the nature and purpose of Buyer as an international organization, and ensure that employees assigned to perform any obligations under the Order conduct themselves in a consistent manner.

**12.2. 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.

**12.3. Anti-Terrorism:** Vendor shall not use funds paid by Buyer to finance, support, or conduct terrorism. The representations and obligations set out in this Section 12.3 shall survive the expiration or termination of the Order.

**12.4. 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 the Order to any employee or representative of Buyer or their relatives or any of Buyer's affiliates.

12.5. **Notice:** Vendor shall promptly notify Buyer 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 12.

12.6. **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 Buyer, or other proper authority, information relating to violation of this Section 12, including, without limitation, any substantial violation of law relating to the performance of the Order.

12.7. **Right To Audit:** Buyer shall be entitled to audit Vendor's compliance with this Section 12, including reviewing records in accordance with Section 19.

12.8. **Material Breach:** Vendor agrees that a breach of this Section 12 is a material breach of an essential provision of the Order and constitutes grounds for termination of the Order in accordance with Section 13.

**13. TERMINATION FOR BREACH:** Buyer may terminate all or any part of the Order if: (a) Vendor fails to deliver the Goods, as required by the Order; (b) the Goods do not conform, in all respects, to the requirements of the Order; (c) Vendor becomes insolvent or unable to meet its payment obligations when due; or (d) Vendor breaches any provision of the Order. In such event, Buyer shall notify Vendor in writing, describing the reason for termination and providing the termination date. Buyer shall not be liable for the cost or expense of any Goods, effective as of such termination date. If Vendor is identified on any terrorist sanctions list recognized by Buyer, including, without limitation, the United States Executive Order 13224 sanctions list and the United Kingdom terrorist sanctions list, the Order 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 Buyer.

**14. PRICE REDUCTION FOR LATE DELIVERY:** If the total price for this Order is at least \$[\_\_\_], and if Vendor fails to deliver any or all Goods by the date specified in the Order, the price stated on the Order 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 Buyer's right to exercise any other right or remedy.

**15. EXCUSABLE DELAYS:** Time is of the essence for the Order. Neither Buyer nor Vendor shall be liable for any delay or failure to perform its obligations under this Order 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 Buyer immediately if Vendor expects a delay or failure to deliver Goods for any reason.

**16. INDEMNIFICATION:** To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold harmless Buyer, 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 the Order, including, without limitation, Section 11. The obligations set out in this Section 16 shall survive the expiration or termination of the Order.

**17. LIMITATION OF LIABILITY:** In no event shall Buyer 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 the Order, even if Buyer had been advised of the possibility. In no event shall Buyer, its parent and/or affiliated entities, as applicable, be liable for an amount greater than the price stated on the Order.

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

**19. RECORDKEEPING:** Vendor shall keep complete and accurate records of Vendor's activities under the Order in a manner sufficient to permit verification by Buyer of Vendor's compliance with the Order. Buyer may examine Vendor's records during normal business hours.

**20. LIABILITY INSURANCE:** Vendor shall carry liability insurance covering appropriate loss limits for this Order, including any insurance required by the law of Vendor's principal location and by the country where obligations under the Order are to be performed. Upon request, Vendor shall promptly furnish Certificates of Insurance naming Buyer 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 Buyer.

**21. DISPUTES AND GOVERNING LAW:** Buyer and Vendor shall make every reasonable effort to amicably resolve any dispute arising from the Order. 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 Buyer'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 Order shall be interpreted in

accordance with the laws of the country to which the Goods are delivered.

**22. ENTIRE AGREEMENT:** The Order represents the final, complete and exclusive agreement between Vendor and Buyer and supersedes any and all prior or contemporaneous agreements, communications, arrangements or understandings. Buyer rejects any term or condition of any invoice, letter, e-mail or other document from or by Vendor which conflicts with or adds to the Order. In the event of any conflict between these Terms and Conditions and any other terms included on the cover page of this document, these Terms and Conditions shall control. This Order does not represent a commitment by Buyer to buy additional goods from Vendor or by Vendor to sell additional goods to Buyer.

**23. CHANGES TO ORDER:** The Order may be modified only as stated in and by writing signed by both Vendor and Buyer.

**24. NO RELATIONSHIP OR AGENCY; USE OF NAME:** Vendor and Buyer 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 Buyer for any purpose. Vendor may not use Buyer's name or logo in any manner without prior written permission from Buyer.

**25. NO ASSIGNMENT:** Vendor may not assign its rights or delegate or subcontract its duties under the Order without first obtaining the written consent of Buyer. Buyer may, without obtaining Vendor's consent, freely assign its rights and delegate its duties (either directly or by operation of law) under the Order.

**26. SEVERABILITY:** If any provision of the Order is held illegal, invalid, or unenforceable, all other provisions of the Order 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.