

# Purchase Order - Standard Terms and Conditions

## **1. SCOPE AND DEFINITIONS:**

The following terms regulate the contractual relationship for the trade of goods (hereafter referred to as "Goods"). AIC Health Ministries, represented by AIC Health Ministries (hereafter referred to as AICHM) may be referred to as the "Client" and/or "Purchaser". The person to whom this Purchase Order is issued shall be called "Vendor." It is understood and agreed that in Vendor is acting as an independent contractor or supplier who provides all labor, materials, equipment, and supervision unless specifically stated otherwise in this order. The Vendor accepts these Terms and Conditions with confirmation of the Purchase Order (hereafter referred to as "PO") or the performance of the contract. Alternate Vendor terms are not applicable. Exceptions are possible only with written consent from AIC Health Ministries, represented by AIC Health Ministries (hereafter referred to as AICHM). The term "Purchase Order" (hereinafter referred to as "PO") is the official offer issued by AICHM to the Vendor indicating types, quantities and agreed prices for products or services. It shall include the PO and any addenda or attachments thereto.

## **2. ACCEPTANCE:**

The Vendor shall confirm acceptance of the PO in writing. The initiation of performance under the PO shall constitute acceptance of this order by Vendor, including all terms and conditions thereof. The PO expressly limits acceptance to the terms stated herein. The PO may be modified or amended only by a written Change Order, signed by both parties or their duly authorized representatives.

## **3. QUANTITIES, PRICE, DELIVERY DATES:**

Where the PO is for a specific quantity, Vendor's shipments must equal exact quantities ordered. Any change in quantity must be approved by AICHM. The price(s) shown in the PO are firm and not subject to increase. Vendor will be paid as described in the PO, and unless specified therein no additional charges or extras will be paid by AICHM, including without limitation additional charges for freight, express, packing, marking, insurance or storage. Delivery dates and deadlines will be stipulated in written form between AICHM and the Vendor on an order-by-order basis.

## **4. QUALITY, GUARANTEES AND WARRANTIES:**

All materials and equipment furnished under this PO shall be as specified by AICHM, and shall be of the manufacturer's latest design and current model, unless otherwise provided in the PO, and all articles provided by Vendor shall be made of new material and components. Vendor warrants and guarantees to AICHM that all materials delivered hereunder are free from defects and materials or workmanship and conform strictly to the

specifications, drawings, or sample specified or furnished. Vendor represents that the goods supplied under this PO are fit for the use intended. The warranty period shall be two years from delivery of the Goods to AICHM. AICHM shall have the right to inspect the articles prior to acceptance. All articles furnished shall be subject to final inspection by AICHM, or its authorized representative, and acceptance at the final destination specified. Material rejected as nonconforming to this PO shall be returned and replaced at Vendor's expense, including transportation and handling costs. Resolution of disputes and responsibility for costs related to or arising from damages to materials sustained during shipments shall be the sole responsibility of Vendor. If hidden defects are discovered after any inspection at delivery, notice of defect must be announced in text form (e. g. E- Mail) to the Vendor promptly upon discovery. In this case, the notice of defects is effective until the warranty period expires.

## **5. PACKING, SHIPPING INSTRUCTIONS:**

All shipments under this PO shall be packaged and as specified in the PO. No extra charge for such packing or marking will be allowed or paid by AICHM. Vendor shall separately number all cases, crates, packages, etc. showing the corresponding numbers on all bills of lading and invoices. An itemized packing slip showing AICHM's order number must be conspicuously placed in each shipping container. Vendor will comply with AICHM's routing and shipping instructions. If such printed instructions are not clear, Vendor will contact AICHM for instructions. Any losses occurring from deviation from AICHM's instructions shall be Vendor's responsibility.

## **6. PROOF OF PAYMENT:**

Upon request, Vendor shall furnish (1) affidavits and instruments certifying that payment has been made for all labor, materials, and services furnished in the performance of this order, (2) releases and indemnities as required, and (3) written guarantees with respect to the labor, materials, and services supplied. These documents shall be in such form and substance as may be required by AICHM.

## **7. DELAYS, DEFAULT, TERMINATION AND SECURITY INTERESTS:**

Vendor shall be liable for any and all damages and expediting costs incurred by reason of delays in his performance, which results from any cause, unless the Vendor is not responsible for it (e.g. acts of Force Majeure such as any natural disasters, havoc, war, riots). AICHM may cancel the order in whole or in part by written notice if (1) Vendor shall become bankrupt or shall make a general assignment for the benefit of creditors, (2) if a petition under any bankruptcy act or similar statute is filed by or against Vendor, (3) if Vendor's financial

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condition shall become such to endanger the completion of performance of this order, (4) if Vendor fails to make delivery of the items or to perform the services within the time specified in this order, provided AICHM set a grace period in writing or E-Mail which has passed without delivery or successful performance. In such event of termination, AICHM may buy similar replacements and Vendor shall be liable to AICHM for any excess cost. Vendor will still be obligated to perform regarding other items and services described in the PO. AICHM reserves the right to demand damages for non-performance and delay in case of termination of the PO. Acceptance of late delivery or shipment shall not be deemed a waiver of AICHM's right to hold Vendor liable for any loss or damage resulting there from, and shall not act as a modification of Vendor's obligation to make future shipments in accordance with delivery or shipping schedules set forth herein. Vendor agrees to defend, indemnify, and hold AICHM harmless from and against loss, liability, and expense on account of any claim against AICHM caused by the act or omission of Vendor, or Vendor's employees, servants, or agents, in the performance of the PO and without fault by AICHM. Vendor assumes entire responsibility for all injuries sustained or damages arising in the course of dealing with AICHM.

If AICHM pays part or all of the amount due to Vendor prior to delivery or performance, title to all Goods and general intangibles identified to the PO shall pass to AICHM, with Vendor holding for AICHM's benefit any items remaining in Vendor's possession.

## 8. COMPLIANCE WITH CONTRACT RULES AND LAW:

All labor, materials, and services shall be in strict compliance with the contract documents and shall be approved and accepted by AICHM. Vendor shall comply with and be bound by all regulations, rules, statutes, or orders of all federal, state, or municipal governments or agencies, including but not limited to all environmental, safety, export, anti-corruption, anti-terrorism, and health rules regulations, statutes, or orders.

## 9. OTHER IMPORTANT PROVISIONS:

Vendor shall not disclose, advertise, or publish in any way any information concerning the existence of or contents of this order without AICHM's prior written consent.

The PO contains the entire agreement of the parties and all negotiations and agreements prior to the date of the PO are hereby void. No customer or usage of any trade at variance with the terms and conditions of the PO shall be binding on the parties if they are in conflict with the terms thereof. Vendor shall not delegate any duties, or subcontract any right or claims under this PO or any

breach thereof, without prior consent of AICHM, and Vendor shall not assign any right or claims under this PO or any breach thereof without the prior written consent of AICHM. Any such attempted delegation, subcontracting, or assignment shall be void. All claims for moneys due or to become due from Vendor shall be subject to deduction by AICHM for any set-off or counterclaim arising out of this or any other of AICHM's POs with Vendor. If parts of these Terms and Conditions are invalid or contradict applicable law, the remaining clauses hereof shall not be affected. The Parties agree to replace any invalid provision with such valid provision as most closely approximates the economic effect of the original provision.

### **NB: For IMARISHA JAMII/AMREF/USAID procurements, VAT will be reimbursed upon submission of DA1 forms from AMREF**

The PO shall be governed by the laws of Kenya, and any dispute may be brought before a court of competent jurisdiction in Kenya, unless judicially determined inapplicable, in which case the parties agree that the competent judicial authority in the city where AICHM was to take delivery of the order shall apply.

I have read the Purchase Order Standard Terms and Conditions and I agree to them.

### **On behalf of the Vendor**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### **Witness**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_