**Terms and Conditions**

**Concern Worldwide**

**PURCHASING TERMS AND CONDITIONS**

Unless the context indicates otherwise, the term “Buyer” refers to Concern Worldwide. The term “Vender” refers to the entity named on the order and contracting with the Buyer. The term “Contract” can be taken to mean either (a) the purchase order or (b) the supplies agreement, whichever is in place.

**GENERAL TERMS AND CONDITIONS**

**1) Price**: The prices stated on the order shall be held firm for the period and / or quantity unless specifically stated otherwise.

**2) Source of Instructions:** The Supplier shall not seek nor accept instructions from any source external to Concern Worldwide in relation to the performance of the contract.

**3) Assignment:** The Vender shall not assign, transfer, sublet or subcontract the contract or any part thereof without the prior written consent of the Buyer.

**4) Corruption:** The Vender shall not give, nor offer to give, anyone employed by the Buyer an inducement or gift that could be perceived by others to be a bribe. The Vender agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing contracts.

**5) Confidentiality :** All data, including but not limited to, maps, drawings, photographs, estimates, plans, reports and budgets that has been compiled by or received by the Vender under the contract shall be the property of Concern Worldwide and shall be treated as confidential. All such data should be delivered to the authorized officials representing the Buyer upon request.

**5.1)** The Vender may not communicate at any time to any other person, government or authority external to Concern Worldwide, any information that has been compiled through association with Concern Worldwide which has not been made public except with written authorization from the Buyer. These obligations do not lapse upon termination of the contract.

**6)Use of Emblem or Name:** Unless otherwise agreed in writing; the Vender shall not advertise nor make public the fact that it is supplying goods to the Buyer, nor shall the Vender in any way whatsoever use the name or emblem of Concern Worldwide in connection with its business or otherwise.

**7) Observance of Law:** The Vender shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the contract.

**8) Force Majeure:** The meaning of the term can be taken to mean acts of God, war (declared or not), invasion, revolution, insurrection or acts similar in nature or force.

**8.1)** In the event of and as soon as possible after the occurrence of any cause deemed *force majeure,* the Vender must inform the buyer of the full particulars in writing. If the Vender is rendered unable either in part or in whole to perform its obligations then the Buyer shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances.

**8.2)** If the Vender is permanently rendered incapable in whole or part by reason of *force majeure* to complete its obligations and responsibilities under the contract then the Buyer will have the right to suspend or terminate the contract on the same terms and conditions laid out in section 9, Cancellation.

**9) Cancellation:** The Buyer reserves the right to cancel the contract should it suspend its activities or through changes to its mandate by virtue of the Executive Council of Concern Worldwide and/or lack of funding. In such a case the Vender shall be reimbursed by Concern Worldwide for all reasonable costs incurred by the Vender, including all materials satisfactory delivered and conforming to specification and terms of contract, prior to receipt of the termination notice.

**9.1)** Should the Vender encounter solvency problems including, but not limited to, bankruptcy, liquidation, receivership and similar, the buyer reserves the right to terminate the contract immediately without prejudice to any other right or remedy it may have under the terms of these conditions.

**10) Warranty:** The Vender shall provide the Buyer with all manufacturers’ warranties. The Vender warrants that all goods supplied in relation to the contract meets specification, is defect free and is fit for the purpose of the intended use. If, during the warranty period, the goods are found to be defective or non- conforming to specification, the Vender shall promptly rectify the defect. If the defect is permanent then at the choice of the Buyer the Vender will either replace the item at their cost or reimburse the Buyer.

**11) Loss and Indemnity:** The Vender shall compensate the Buyer in full on demand for all loss, damage or injury to the Buyer which results from the Venders failure to comply **with the Contract (whether negligent or otherwise).**

**12) Inspection and Test:** The Vender must inspect the goods prior to dispatch to ensure conformance to specification and/or any other provisions of the contract. The Buyer reserves the right to inspect the goods for compliance with specifications and provisions of the contract. If, in the Buyers’ opinion, the goods do not comply with the specification, the Buyer will inform the Vender in writing. In such a case the Vender shall take the necessary action to ensure compliance, liability for any additional cost incurred for rectifying compliance will rest with the Vender.

**13) Changes:** The Buyer reserves the right to make reasonable changes at any time to the specification, drawings, plans, quantity, packing instructions, destination, or delivery instruction. If any such change affects the price of goods the Vender and Buyer may negotiate an equitable adjustment to the contract, provided that the Vender claims for adjustments in writing to the Buyer within 3 days from being notified of any change.

**14) Payment Terms:** Unless otherwise agreed, payment terms will be next30 days from receipt of a correctly prepared invoice along copy of Purchase Order and other associated supporting documents.

**15) Ethics:** The nature of Concern Worldwide operations necessitates that the Vender must maintain ethical and moral standards including but not limited to, no discrimination on the basis of race, gender, religion or age, avoidance of materials provided with the use of slavery including child labor. Failure to maintain such standards, in the opinion of the buyer, may result in termination of the business relationship between the Buyer and Vender.

**16) Rights of Concern Worldwide:** Should the Vender fail to perform under the terms and conditions of the contract by the agreed delivery date(s), the HELP may, after giving reasonable notice to the Vender, exercise one or more of the following rights:

* Procure all or part of the goods from an alternate source, in which event the Buyer may hold the Vender liable for additional costs incurred.
* Refuse to accept all or part of the goods.
* Impose a penalty of 0.5% day for the whole amount of the contract / purchase order.
* Terminate the contract.

**17) No Agency:** This order does not create a partnership between the Buyer and Vender or make one party the agent for the other for any purpose.

**18) Severability:** If any provision in this Agreement is deemed to be, or becomes invalid, illegal, void or unenforceable under applicable law, such provision will be deemed amended to conform to applicable law so as to become valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be deleted, but the validity, legality and enforceability of the remaining provisions of this Agreement shall not be impaired or affected in any way.

**19) Jurisdiction Clause:** The Contract shall be governed by Pakistani law and the Vender consents to the exclusive jurisdiction of the Pakistani courts in all matters regarding it except to the extent that the Buyer invokes the jurisdiction of the courts of any other country.

**20) Waivers and Variations:**

20.1 A failure to exercise or delay in exercising a right or remedy provided by the Contract or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by the Contract or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

20.2 No variation of the Contract shall be effective unless it is made in writing and signed by each of the parties.

**21) Compliances:** All Concern Worldwide Vendors must be compliant with supply, works contracts awarded within the framework of humanitarian actions financed by Concern Worldwide depending on the funding donor organization.