

PURCHASE AGREEMENT

Date: _____

PURCHASE CONTRACT FOR THE SUPPLY OF

BETWEEN:

(State name of Organisation) ("STATE NAME OF ORGANISATION") (Name of Country Office if applicable)

AND

XY Supplier (Hereby known as seller)

1. Goods Purchased

1.1 (STATE NAME OF ORGANISATION) agrees to purchase, and Seller agrees to sell, the following item:

1.2 Warranty: One year

Item to be *of good quality and conform to industry standards for like items*. (STATE NAME OF ORGANISATION) reserves the right to reject any Goods which are defective in material or workmanship, and may, in addition to any other legal remedies, return such Goods to Seller at Seller's expense or otherwise dispose of such Goods in a commercially reasonable manner.

2. Price

"price includes freight and insurance for delivery to (STATE NAME OF ORGANISATION) _____"

3. Shipment and Delivery Terms

3.1 Seller will arrange for shipment of the Goods, at Seller's expense, to (State name of Organisation) operations in _____, at the following delivery address: (STATE NAME OF ORGANISATION) _____

3.2 Shipment will be via _____

3.3 Seller will provide appropriate notification to (STATE NAME OF ORGANISATION) prior to shipment to enable (STATE NAME OF ORGANISATION), or a third party inspection company of (State name of Organisation) choice, to inspect the goods prior to shipment. If required.

3.4 Seller will arrange for insurance on the goods, at Seller's expense, up to the point of delivery to (STATE NAME OF ORGANISATION), using a duly licensed and reputable insurance company.

3.5 Seller will retain title to, and risk of loss for, the Goods until they are delivered to (STATE NAME OF ORGANISATION) in _____

4. Delivery Schedule

4.1 **Time is of the essence in performing this Contract, and Seller will ensure that the Goods are delivered to the delivery address no later than the** _____

4.2 A penalty of 1% will be charged for every week delayed

5. Packaging

Goods must be properly packed to prevent damage of any kind and Packing List must accompany the shipment to indicate contents of each shipment. Packages should be properly labeled to indicate Shipper's name, Consignee and Purchase Order Number.

6. Payment Terms

- 6.1 (STATE NAME OF ORGANISATION) will pay the purchase price via e.g. bank wire transfer to Seller's bank account indicated below. Bank wire fees are for Seller's account.
- 6.2 Payment will be made in full on receipt of confirmation from (STATE NAME OF ORGANISATION)
- 6.3 All invoices and other necessary documents shall be sent to the attention of the following (STATE NAME OF ORGANISATION) representative:

7. Duties, Taxes, Customs Clearance

Seller is responsible for paying all applicable sales, export and import duties and taxes, whether in country of origin or any transit country, and ensuring that all necessary licenses or customs clearances are obtained.

8. Termination

- 8.1 (STATE NAME OF ORGANISATION) may terminate this Contract at any time should the anticipated funding for this project from its donor(s) be eliminated, or for any other reason. In the event of such a termination, Seller will be paid according to the payment terms specified herein for any Goods actually shipped prior to the termination date that conform to this Contract.
- 8.2 This Contract may be terminated immediately by either party in the event of a breach of the provisions herein by the other party, in addition to whatever remedies or damages are provided under the governing law.
- 8.3 This Contract may be terminated by either party in the event of any intervening *force majeure* (natural disaster, war, etc.) recognized under the governing law.

9. Miscellaneous

- 9.1 Seller shall not assign its rights or obligations under this Contract, in whole or in part, nor enter into any subcontract to perform any portion of this Contract, without the written consent of (STATE NAME OF ORGANISATION).
- 9.2 This Contract supersedes any and all other agreements, oral or written, between (STATE NAME OF ORGANISATION) and Seller with respect to the subject matter hereof, and no agreement, statement, or promise relating to the subject matter of this Contract other than that which is contained herein shall be binding upon the parties. This Contract may not be amended except by written agreement of both parties.
- 9.3 Seller agrees to indemnify and hold harmless (STATE NAME OF ORGANISATION) from any and all claims or liabilities incurred by (STATE NAME OF ORGANISATION) as a result of Seller's actions or omissions in performing this Contract.
- 9.4 Seller warrants that its performance of this Contract, and the Goods supplied under this Contract, will comply with all applicable laws and regulations.
- 9.5 This Contract shall be governed by the laws of the State of _____ (or name country). Unless otherwise agreed by the parties hereto, any controversy or claim arising out of or relating to this Contract which remains unresolved after negotiation shall be settled by binding arbitration before the State Arbitration Association according to its

International Arbitration Rules. The arbitration shall be conducted in (country of purchase) and shall be conducted in the English language. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract by their authorized representatives below on this day of: _____

(STATE NAME OF ORGANISATION)

SELLER

Signature

Signature

Name

Name

Title

Title

Date: _____

Date: _____

SPECIMEN

