

1. DEFINITIONS

In these conditions:

- 1.1 ORDER means the purchase order or contract issued by Oxfam to the Supplier.
- 1.2 SUPPLIER or YOU means the supplier of the Products as set out in the Order.
- 1.3 CONDITIONS means the terms and conditions of purchase set out in this document.
- 1.4 GOODS means tangible products or materials (including any instalment of the goods or any part of them).
- 1.5 CONSTRUCTION means the result of construction or civil engineering works
- 1.6 SERVICES means all intellectual and non-intellectual services, other than those covered in supply and construction contracts.
- 1.7 PRODUCTS means GOODS, SERVICES or CONSTRUCTION
- 1.8 PRICE means the price of PRODUCTS.
- 1.9 DELIVERY ADDRESS means the address stated on the Order.
- 1.10 INCOTERM means International Commercial Terms, the trade terms published by the International Chamber of Commerce (ICC).
- 1.11 SPECIFICATION means any plans, designs, patterns, drawings, data, technical requirements or any other information relating to the Goods and/ or services that is agreed between Oxfam and the Supplier.

2. BASIS OF PURCHASE

- 2.1 The Order constitutes an offer by Oxfam to purchase the Goods and/or acquire the Services on these Conditions. No Order shall be deemed accepted until the Supplier accepts it, either expressly by giving notice of acceptance, or impliedly by fulfilling the Order in whole or in part.
- 2.2 These Conditions shall apply to the exclusion of any other terms and conditions proffered at any time by the Supplier including (without limitation) any terms attached to any quotation, acknowledgement or acceptance of Order.
- 2.3 If there is an inconsistency between any of the provisions of these Conditions and the Incoterm specified in the Order, the Incoterm will prevail.
- 2.4 The Order and these Conditions (and any framework agreement) constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and representations provided that nothing in this article shall limit a party's liability for fraudulent misrepresentation.
- 2.5 These Conditions apply to all Oxfam's purchases. No variation of the Order, Specification or these Conditions shall be binding unless agreed in writing between the authorised representatives of Oxfam and the Seller.
- 2.6 If there is an inconsistency between any of the provisions of these Conditions and a particular provision in the Order then the provision in the Order will prevail.

3. SPECIFICATIONS

- 3.1 The quantity, quality and description of the Goods and/or Services shall, subject to these Conditions, be as specified in the Order and/or in any applicable Specification supplied by Oxfam to the Seller (or otherwise agreed in writing by Oxfam).
- 3.2 Any Specification supplied by Oxfam to you, or specifically produced by you for Oxfam together with the copyright, design rights and all other intellectual property rights in the Specification, shall be the exclusive property of Oxfam. You shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of your own, or as required for the purpose of the Order.
- 3.3 Any changes to the Specification shall be agreed in writing by the parties.
- 3.4 You shall comply with all applicable regulations and other legal requirements concerning the manufacture, packaging, packing, transport and delivery of the Goods and the performance of the Services.
- 3.5 The Goods shall be marked in accordance with Oxfam's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

4. PROVISION OF PRODUCTS

- 4.1 In providing the Services, you, and, if applicable, any individuals providing the Services for you, will:
 - co-operate with us in all matters relating to the Services and comply with our reasonable instructions;
 - be appropriately qualified to provide the Products;
 - provide the Products and use any materials with due care, skill and in accordance with Oxfam's written requirements, if any;

- provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- use the best quality goods, materials, standards and techniques and ensure that any goods and materials supplied or used to provide the Products will be free from defects in workmanship, installation and design;
- You are responsible for ensuring that you have the necessary work permits and visas to furnish the Products; and
- You are responsible for making all travel arrangements, including securing accommodation, necessary to furnish the Products.

5. DELIVERY

- 5.1 The Goods shall be delivered to the Delivery Address on the date stated in the order.
- 5.2 The Services or Construction shall be performed or realised on the date or within the period stated in the Order.
- 5.3 You shall ensure that each delivery is accompanied by a delivery note which shows, inter alia, the Order number, date of Order, number of packages and contents and, in the case of part delivery (if specified in the Order), the outstanding balance remaining to be delivered.
- 5.4 The time of delivery of the Goods and of performance of the Services is of the essence of the Order.
- 5.5 If the Goods and/or Services are not delivered on the due date then without prejudice to any other rights which it may have, Oxfam reserves the right to:
 - cancel the Order in whole or in part;
 - refuse to accept any subsequent delivery of the Goods and/or Services which you attempt to make;
 - recover from you any expenditure reasonably incurred by Oxfam in obtaining goods or services in substitution from any other seller; and
 - claim damages as a result of the your failure to deliver the Goods or perform the Services on the due date.
- 5.6 Where Oxfam agrees in writing to accept delivery of the Goods or performance of the Services by instalments, the Order will be construed as a single agreement and not several and failure by you to deliver any one instalment shall entitle Oxfam at its option to treat the entire Order as cancelled.
- 5.7 You must provide at your own expense packaging which is required for the delivery of the Goods. Oxfam shall not be obliged to return to you any packaging or packing materials for the Goods, whether or not any Goods are accepted by Oxfam.
- 5.8 Oxfam may require you to take back packaging materials delivered.
- 5.9 You must render Oxfam, at the latter's request, every assistance in obtaining any permits, licenses, approvals which Oxfam may require for the export and/or import of the Goods and, where necessary, for their transit through any country.
- 5.10 If the Goods are delivered to Oxfam in excess of the quantities ordered Oxfam shall not be bound to pay for the excess and any excess shall be and shall remain at your risk and shall be returnable at your expense.
- 5.11 Oxfam shall be entitled to reject any Goods delivered which are not in accordance with the Order, and shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery, or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

6. INTELLECTUAL PROPERTY

- 6.1 In relation to the Services, you warrant that you own or will own all materials produced under the Order, and that they are original, shall not be defamatory, and shall not infringe the rights of any third party or be in any way unlawful.
- 6.2 If you make use of the services of any third party, you will procure an assignment of intellectual property rights and waiver of moral rights from such third party in respect of all materials produced under the Order at no cost to Oxfam, unless you agree otherwise with Oxfam.
- 6.3 You hereby assign to Oxfam all existing and future intellectual property rights in materials produced under the Order. You will do, at Oxfam's reasonable cost, all acts that may be necessary to give effect to this assignment.
- 6.4 You irrevocably waive in favour of Oxfam all moral rights or similar rights in any jurisdiction which you have or will have in any materials produced under the Order.
- 6.5 Neither you nor Oxfam shall acquire any right, title or interest in the other's pre-existing intellectual property rights.

7. WARRANTIES AND INDEMNITIES

- 7.1 You warrant to Oxfam that:

- the Goods will be of satisfactory quality and fit for any purpose held out by you or made known to you at the time the Order is placed;
 - the Goods will be free from defects in design, materials and workmanship;
 - the Goods will correspond with any relevant Specification or sample;
 - the Goods will comply with all statutory requirements and regulations relating to the sale of Goods; and
 - the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for Oxfam to expect in all the circumstances.
- 7.2 Oxfam's approval of designs furnished by you shall not relieve you of your obligations and liabilities under these Conditions.
- 7.3 Without prejudice to any other remedy, if any Goods and/ or Services are not supplied or performed in accordance with the Order, then Oxfam shall be entitled:
- reject the Goods;
 - to require you to repair the Goods or to supply replacement Goods and/ or Services at your risk and expense in accordance with the Order as soon as possible, within mutually agreed period; or
 - At Oxfam's sole option and whether or not Oxfam has previously required you to repair the Goods or to supply any replacement Goods or Services, to treat the Order as discharged by your breach and require the repayment of any part of the Price which has been paid.
- 7.4 If you refuse or fail promptly to correct or replace such Goods when requested by Oxfam, Oxfam may itself, or through any agent or subcontractor, or otherwise, correct or replace such Goods and you agree to reimburse Oxfam for the costs incurred thereby. Goods corrected or replaced shall be subject to the terms of these Conditions in the same manner as those originally delivered hereunder.
- 7.5 In the case of breach or non-performance by you, you shall be in default without any notice of default being required.
- 7.6 You shall indemnify Oxfam in full against all liability, loss, damages, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by Oxfam as a result of or in connection with:
- your breach or negligent performance or failure in performance of the Order;
 - your breach of any warranty given by yourself in relation to the Goods or the Services;
 - defective workmanship, quality or materials;
 - any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises directly from compliance with any Specification supplied by Oxfam;
 - any act or omission of you or your employees, agents or sub-sellers in supplying, delivery and installing the Goods;
 - any act or omission of any of your personnel in connection with the performance of the Services;
 - any claim made against Oxfam by a third party arising out of or in connection with the supply of the Goods, for losses or damage arising out of a direct or indirect breach, negligent performance or failure or delay in performance of the Order by you, your employees, agents or sub-sellers; and
 - any claim made against Oxfam by a third party for death, personal injury or damage to property arising out of or in connection with defective Goods (including, without limitation, manufacturing defects, design defects, and instruction and warning defects).

8. RISK AND PROPERTY

- 8.1 Risk of damage to or loss of the Goods shall remain with you and pass to Oxfam only upon full and proper delivery to Oxfam in accordance with Chapter 5.
- 8.2 Unless any Incoterm specified in the Order states otherwise, the ownership of the Goods shall pass to Oxfam upon full and proper delivery in accordance with Chapter 5.
- 8.3 Any materials, such as raw materials, auxiliary materials, tools, drawings, specifications and software made available by Oxfam to you for the performance of his obligations shall remain the property of Oxfam. You shall keep such materials separate from your own property and the property of third parties. You shall mark such materials as the property of Oxfam.
- 8.4 You are obliged to return the materials referred to in article 8.3 to Oxfam before or at the time of the last delivery (or part delivery) of the Goods
- 8.5 You may not use Oxfam's name for any purpose beyond the performance of your obligations to Oxfam, unless you have first obtained Oxfam's consent in writing for such use.

9. INSURANCE AND LIABILITY

- 9.1 You shall have in force and maintain in force public liability, product liability, and employer's liability insurances which insurances shall indemnify Oxfam in the event of any claim or proceedings. Such insurance cover shall be for liability or loss under the Order or the minimum cover (if any) mentioned in the Order whichever is the greater.
- 9.2 You shall provide a copy of this policy on request from Oxfam.
- 9.3 Nothing in these Conditions shall operate to exclude or limit either party's liability:
- for death or personal injury caused by negligence; or
 - for fraud.
- 9.4 Oxfam's total liability in contract, tort (including without limitation negligence) or otherwise in connection with or arising out of the Order shall be limited to the Price.

10. INSPECTION

- 10.1 Oxfam shall be entitled to inspect or arrange for the inspection of the Goods or Works at any time during their production, processing and storage and after their delivery. You may be present during the inspection.

11. TERMS OF PAYMENT

- 11.1 The Price shall be as stated in the Order and, unless expressed otherwise, shall be:
- Mention the net price (net of any applicable value added tax), the VAT rate and the total price VAT included
 - mention all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or other levies; and
 - paid in [insert appropriate currency].
- 11.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of Oxfam in writing.
- 11.3 Unless otherwise stated in the Order Oxfam shall pay the Price after acceptance of the Products AND within 30 days of receipt by Oxfam of a proper invoice.
- 11.4 Oxfam is entitled to defer payment if it discovers a defect in the Goods and, where appropriate, the installation/assembly thereof.
- 11.5 Oxfam shall be entitled to set off against the Price any sums owed to Oxfam by you.
- 11.6 [If Oxfam makes a payment for Goods not yet delivered, Oxfam may require you to arrange for an unconditional and irrevocable bank guarantee to be provided, at your expense, by a bank that is acceptable to Oxfam.]
- 11.7 Payment by Oxfam shall not constitute a waiver of any right.

12. ETHICAL AND ENVIRONMENTAL POLICY

- 12.1 In accepting the order the supplier certifies not falling under any of the bellowed mentioned situations. This also applies to subcontractors.
- be bankrupt or being wound up, be insolvent, having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, be the subject of proceedings concerning those matters, or be in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - have been convicted of an offence concerning their professional conduct by a judgment that has the force of *res judicata*;
 - have been guilty of practices of collusion;
 - have been the subject of a judgment that has the force of *res judicata* for fraud, corruption, involvement in a criminal organization or any other illegal activity.
 - have been guilty, in the framework of another purchase process, of grave professional misconduct proven by any means that Oxfam can justify;
 - have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or those of the country where the contract is to be executed;
 - do not respect basics social rights and working conditions, and the labour legislation of the country in which they are established or in the country where the contract is to be performed;
 - employ child labour;
 - be subject to a conflict of interests;
 - be guilty of misrepresentation in supplying the information required by Oxfam;
 - make gifts to personnel of Oxfam and/or the partner organisation.
 - make threats to the personnel of Oxfam and/or the partner organisation
 - be involved in production and sale of arms
 - be involved in the production of tobacco
 - be involved in acts of piracy or terrorism

- 12.2 The supplier must also declare that he
- will make every effort to protect the environment (nature) and work sustainably.
 - will be sensitive and respectful of local customs and cultures
 - contribute to a work environment characterized by mutual respect, integrity, dignity and non-discrimination.
 - will not work under the influence of alcohol and will not use or be in possession of illegal substances in Oxfam's premises, vehicles or accommodation.
 - will not engage in relationships or behaviors based on exploitation, abuse or corruption.
 - respect the rights of others, including the rights of children, and will not engage in the abuse or sexual exploitation of children, or any other person of any age.
 - never trade money, job offers, jobs, goods or services for sexual acts or any other humiliating, degrading or exploitative behavior.
- 12.3 Willingness to pursue compliance with Oxfam's Code of Ethical and Professional Conduct does not imply Oxfam's endorsement of the ethical nature of your business and no such claims should be made.

13. CONFIDENTIALITY

- 13.1 You shall not use or disclose to any person during or at any time after your engagement by Oxfam any information relating to Oxfam's business and operations or any other matters which may come to your knowledge whilst providing the Services, and which may reasonably be regarded as confidential ("Confidential Information"). You further undertake to use all Confidential Information disclosed in relation to the Order exclusively for the purposes of providing the Services.
- 13.2 The restriction in article 13.1. does not apply to
- any information which was already in your possession before it was disclosed to you under the Order or was already in the public domain; or
 - any disclosure required by law.

14. AUDIT AND COMPLIANCE

- 14.1 You will comply with such additional terms of which it may be notified by Oxfam, to enable Oxfam to fulfil its obligations to any institutional donor. In particular, you will grant such donors and/or auditors access to its financial and accounting documents on Oxfam's written request for audit purposes.
- 14.2 Where required by donors for audit purposes, Oxfam and its customers (including other Oxfam affiliates) may allow the donor or its agents to access information provided by you, including quotation and/or tender information.
- 14.3 You shall grant Oxfam reasonable access to your records and premises in order to monitor your compliance with the terms of these Conditions.

15. TERMINATION

- 15.1 Either party may terminate the Order with immediate effect where:
- the other is in serious breach of the obligations under the Order and the breach is not capable of remedy or where the breach is capable of remedy, it fails to remedy the breach within 30 days of being required in writing to do so; or
 - either party goes into liquidation, is declared bankrupt or has a bankruptcy order made against them, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed over some or all of its assets, or any similar procedure in any jurisdiction provided it is admitted under the applicable laws.
- 15.2 Oxfam shall be entitled to terminate the Order immediately if in its reasonable opinion you are in breach of the Code of Ethical and Professional Conduct.
- 15.3 On termination of the Order, you undertake to immediately return any Oxfam property in your possession or control. You also (unless otherwise specified by Oxfam) undertake to irretrievably delete any information relating to the Order stored on any magnetic or optical disk or memory which is in your possession or under your control outside the premises of Oxfam.

16. FORCE MAJEURE

- 16.1 If either party is prevented or delayed in the performance of any of its obligations under the Order by any circumstance that was not reasonably foreseeable at the time of the Order and beyond the control of party concerned ("Force Majeure"), then such affected party shall give prompt written notice to the other party specifying the nature, extent, effect and likely duration of the force majeure and provide evidence provided by a neutral instance. In these circumstances the party shall not be liable for the performance by the stipulated date from the date of such notice for such period as the delay shall continue or the Order is terminated by either party according to the provisions under article 16.4.

- 16.2 If either party is prevented or delayed in the performance of any of its obligations under the Order by any circumstance not reasonably foreseeable at the date of the Order and beyond the reasonable control of the party affected (a "Force Majeure"), then such affected party shall give prompt written notice to the other party specifying the nature, extent, effect and likely duration of the force majeure and provide such evidence as may be available. Notwithstanding the relief granted by this Chapter the party seeking to rely on it shall nevertheless use its best endeavours in any situation where it has invoked this Chapter to perform its relevant obligations.
- 16.3 Neither party shall be entitled to relief under this Chapter in any circumstances where it has caused or substantially contributed to any delay or failure in the performance of its obligations.
- 16.4 If the accepted force majeure event prevails for a continuous period of more than 10 days, either party may terminate the Order by giving 5 days' written notice to the other party. On the expiry of this notice period the Order will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of these Conditions occurring prior to such termination.

17. DISPUTE RESOLUTION AND LITIGATION

- 17.1 If any dispute arises in connection with the Order the parties will try to find an amicable solution. In case such a solution cannot be reached the disputes will be litigated according to the laws of the federal state of Belgium. Only the Dutch Speaking Tribunal of Commerce of the Judiciary Arrondissement of Brussels will have jurisdiction.

18. ASSIGNMENT AND SUB-CONTRACTING

- 18.1 Oxfam may assign, transfer or sub-contract their rights and/or obligations under the Order. The Order is personal to you and you shall not assign or transfer or sub-contract any of your rights and/or obligations under the Order without the prior written consent of Oxfam.
- 18.2 If all or any of your obligations under the Order are transferred to a third party, you shall ensure that the subcontractor complies by all statutory and legal requirements.

19. GENERAL PROVISIONS

- 19.1 No variation to the Order or these Conditions shall be valid unless it is in writing and signed by both parties.
- 19.2 You shall be an independent contractor and nothing in the Order shall render you an employee, worker, agent or partner of Oxfam.
- 19.3 Nothing in the Order or these Conditions shall create any partnership, joint venture, or similar relationship between the parties.
- 19.4 The Order and these Conditions constitute the entire agreement between the parties, supersede any previous agreement or understanding in relation to its subject matter. All other terms and conditions expressed or implied by statute or otherwise are excluded to the fullest extent permitted by law.
- 19.5 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing by any means which leaves certifiable evidence of its reception date by the other party, and addressed to the other party at the address set out in these Conditions or such other address as may be notified by that party to the other in writing.
- 19.6 No failure or delay by either party in exercising any of its rights under the Order shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Order by the other shall be considered as a waiver of any subsequent breach.
- 19.7 If any provision of the Order or these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.
- 19.8 No third party shall have any rights under this Agreement, other than as expressly permitted under the applicable laws.
- 19.9 These Conditions shall be governed by and in accordance with the laws of the federal state of Belgium and shall be subject to the exclusive jurisdiction of the Dutch Speaking Tribunal of Commerce of the Judiciary Arrondissement of Brussels.