

giz Office, Kabul, Afghanistan

giz Office Kabul

Charahi Sadarat, House#32 Kabul / Afghanistan

## Annex 1: General Terms and Conditions of Purchase.

### Technical documents

The seller shall deliver together with the goods all necessary technical documents such as operating instructions, instruction manual, connection plan, and interior circuit plan in the language prevailing at the place of destination. The documents shall be wrapped in waterproof paper.

### Invoice documentation

Commercial invoices and delivery notes to the GIZ must include all relevant details. Marks and numbers, dimensions and weight of the packing units are to be given. Invoices are to be submitted in duplicate.

### Inspection

The buyer retains the right to have all articles inspected at any time by a duly authorized representative. Any defects are to be remedied by the seller immediately at no extra cost. Any inspection carried out shall not prejudice the implementation of other relevant provisions of this contract concerning obligations undertaken by the seller, such as warranty or specifications.

### Packing

The dimensions and weights of the packing units shall comply with the conditions encountered at the place of destination in such a manner that even in case of transshipment the units may be safely handled by carriers. If not directions to the contrary have been given, goods scheduled to be dispatched by sea are always to be packed in cases and never in cardboard boxes. The cases must have a waterproof lining. Valuable machines, apparatus and equipment are to be wrapped in polyethylene, packed with silica gel and sealed. In view of the high transport costs, light-weight packing material is to be used for air-freight. However, the packing must be sufficiently strong, break-resistant and watertight to protect the contents against damage. The seller exclusively is liable for any damage arising from inadequate or defective packing.

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### **Warranty**

The seller shall guarantee that, at the time of delivery, the goods supplied under the contract shall be free from any defects in material or workmanship, suitable for the climatic conditions at the place of destination and shall conform to the requirements of the contract notwithstanding the fact that an inspector may have inspected and/or accepted the goods.

This guarantee shall be valid for one year after the date of arrival at the place of destination. Notice of any such defects or non-conformance shall be given by the GIZ to the seller within one year of the arrival of the defective or non-conforming commodity. If required by the GIZ, within a reasonable amount of time after such notice, the seller shall, with all possible haste, refurbish the defective or non-conforming commodity at his own expense. The validity of this guarantee shall then be extended to one year after the date of arrival of the refurbished or replaced goods. If the GIZ does not require replacement or refurbishing of defective or non-conforming goods, the seller, if required by the GIZ, shall repay, within a reasonable amount of time after the notice of defects or non-conformance, the corresponding portion of the price. No variation in the quantity of any item called for by the seller will be accepted unless such variation has been caused by conditions of loading, shipping or packing, or by manufacturing process, and then only to the extent specified elsewhere in the contract.

### **Delays in delivery**

In case of delay in delivery of goods, wholly or in part, by more than 14 days the buyer may refuse the acceptance of the delivery wholly or in part, and terminate the contract. Without prejudice to his rights previously mentioned, the buyer has the right to liquidate damages at the rate of 1% of the value of the goods overdue for every week commenced; this claim shall however not exceed 10%. This right continues to exist even if no provision was made to this effect on the date of handing over the delivery. Any claims for damages due to delay in delivery, exceeding those stipulated under this clause shall not be affected hereby.

### **Default**

In case of default by the seller, including not limited to failure or refusal to make deliveries within the period specified, the buyer may procure the goods or services from other sources and hold the seller responsible for any excess cost occasioned thereby. Furthermore, the buyer may by written notice terminate the right of the seller to proceed with deliveries or such part or parts thereof as to which there has been default.

### **Force majeure**

If, in case of force majeure, the seller is rendered unable to perform his obligations under this contract he shall give notice thereof to the buyer within 15 days after the occurrence of force majeure. Force majeure shall mean the presence of circumstances which are independent of the will of the contracting parties and which arise after the conclusion of the contract and which impede its normal fulfilment.

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### **Assignment**

The seller shall not assign, wholly or in part, his obligations under this contract, except with the buyer's prior written consent.

### **INCOTERMS**

The terms of delivery stipulated (FOB, CIF etc.) shall be interpreted in accordance with the international rules for the interpretation of trade terms (Incoterms) of the International Chamber of Commerce, Paris (current edition at the time of concluding the contract).

### **Confirmation of order**

The seller shall confirm this order by signing the copy attached hereto. The contract becomes valid only when the copy of this order, bearing the legally-binding signature of the seller, has been received by the buyer.

### **Amendments**

Modifications and supplements to this order are only valid when made in writing. Verbal amendments are not valid.

### **Partial invalidity**

The invalidity of one or more provisions of this contract does not affect the validity of the other provisions. In the event of the invalidity of particular provisions, the respective invalid provisions shall be deemed replaced by such provisions as come closest to the economic purpose intended by the contracting parties.

### **Disputes - arbitration**

All disputes arising in connection with the present contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The resulting award shall be final and binding on the parties to this contract and shall be in lieu of any other remedy.

### **Terms of contract**

The present contract shall be governed exclusively by the terms stipulated herein