

General Purchase Conditions (GPC) of Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH (local)



Dec 2019

1. 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.

2. Inspection

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.

3. Invoice documentations

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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. Assignment

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

10. 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).

11. 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.

12. Amendments

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

13. 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.

14. 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.

15. Terms of contract

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

16. Rights of Termination and Withdrawal

GIZ is entitled to all statutory rights of termination and withdrawal without limitation. Furthermore, GIZ is entitled to withdraw from the contract if the Contractor becomes insolvent, if an application to initiate settlement, insolvency or liquidation proceedings is submitted, a liquidation settlement is reached, a decision on a restructuring plan is taken or a comparable measure is being carried out under a different legal system.

17. Place of Jurisdiction

The sole places of jurisdiction are Bonn and Frankfurt am Main. GIZ may also bring legal action against the Contractor before the competent court at the location of the Contractor's registered office.

18. Confidentiality / Publications

All data relating to the contract as well as any other information of which Contractor becomes aware under or in connection with this contract must be treated confidentially, also beyond the end of the contract. The Contractor is not permitted to use this data and information for its own purposes. The publication of documents regarding the subject matter of the contract requires the prior written consent of GIZ. Consent is not required if the Contractor wishes to give a brief account of the contract and the goods and services involved for public relations purposes. GIZ is entitled to publish documentation together with name details; this does also apply if the contractual relationship ends prematurely.

19 Confidentiality / Publications

The Contractor is obliged to respect the rules and guidelines contained in the Code of Conduct (annex to the contract) in its dealings with GIZ's employees. The Contractor is not permitted to accept any additional remuneration from third parties in connection with the contract. The Contractor must not

- directly or through a third party, offer or give to a third party any gift or grant any other pecuniary and/or non-pecuniary advantages for itself or a third party in connection with the award and/or performance of the contract; this also includes facilitation fees;
- directly or through a third party, accept or demand gifts or other pecuniary and/or non-pecuniary advantages from third parties for itself or for others in connection with the award and/or performance of the contract; or
- agree with one or more other companies to restrict the competition.

The term "third party" includes employees, family members or other closely connected persons of both parties.

This Clause does not apply to low value token gifts. Low value token gifts are occasional presents and other advantages within appropriate bounds as are in line with normal business practice and the value of which does not exceed EUR 35.00 per giver, recipient and calendar year.

20 Legal Consequences

If the Contractor breaches an obligation under Clause 19, causing GIZ to terminate the contract, the Contractor is responsible for the termination. In each of the cases set out under Clause 19, GIZ is entitled to exclude the Contractor from future competitions for a limited period and to a reasonable extent.