

General terms and conditions

1. Acceptance: No purchase order shall become effective and no contract shall exist until the Norwegian Red Cross has received from the Contractor their written acceptance of the "Terms and General Conditions", which govern the Purchase Order or the Contract. This can be accomplished by return of the signed copy of the document.

2. Tax Exemption: The Contractor's price shall reflect any tax exemption to which the Red Cross or Red Crescent Society (later on RC/RC) is entitled by reason of any immunity, which it enjoys. If it is subsequently determined that any taxes which have been included in the price are not required to be paid, the Norwegian Red Cross shall deduct the amount from the contract price or, if it has paid any such taxes, it shall be refunded.

3. Warranty: The Contractor warrants the goods, services or works furnished under this Purchase Order / Contract to be fit for their intended use, free from defects in workmanship or materials, and indemnifies the receiving or the purchasing Red Cross or Red Crescent Society against any claims resulting there from. This warranty is without prejudice to any further guarantees that the Contractor provides to the Purchaser; such guarantees shall apply to the subject goods of this Purchase Order / Contract.

4. Inspection: The duly accredited representatives of the Norwegian Red Cross or the receiving Red Cross or Red Crescent Society shall have the right to inspect the goods or services called for under this Purchase Order / Contract at the Supplier's premises, during manufacture, in the ports or at places of shipment, and the Contractor shall cooperate and provide all facilities for such an inspection. RC/RC may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of the RC/RC or any waiver thereof shall not prejudice the implementation of any other relevant provisions of this Purchase Order / Contract concerning obligations subscribed by the Contractor, such as warranty or specifications.

5. Packing: The Contractor shall pack all goods with new sound materials and with every care in accordance with normal commercial standards of export packing for the type of goods specified herein. Such packing materials used must be adequate to safeguard the goods while in transit. The Contractor shall be responsible for any damage or loss, which can be shown to have resulted from faulty or inadequate packing.

6. Export License: The Purchase Order/Contract is subject to the obtaining of any export license or other governmental authorization which may be required. It shall be the responsibility of the Contractor to inform the Norwegian Red Cross beforehand of such restrictions and obtain such license or authorization, but the Norwegian Red Cross together with the receiving society will use its best endeavors to assist. In the event of refusal thereof, the Purchase Order/Contract will be annulled and all claims between the parties automatically waived.

7. Force Majeur: Force Majeur, as used herein, shall mean acts of God, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force neither caused by nor within the control of either party, and which neither party is able to overcome. As soon as possible after the occurrence of the Force Majeur and within not more than 15 days, the supplier shall give notice and full particulars in writing to the Norwegian Red Cross of such Force Majeur if the Contractor is thereby rendered unable, wholly or in part, to perform his obligations and meet his responsibilities under this Purchase Order/Contract. Norwegian Red Cross shall then have the right to terminate the Purchase Order/Contract by giving in writing notice of termination within seven days to the Contractor, and the Contractor shall return any deposit paid by the Norwegian Red Cross.

8. Default: In case of default by the Contractor, including but not limited to failure or refusal to make deliveries within the time limit specified, Norwegian Red Cross may procure the goods or services from other sources and hold the Contractor responsible for any excess costs occasioned thereby. Furthermore, Norwegian Red Cross may by written notice terminate the right of the Contractor to proceed with the deliveries, or such parts thereof as to which there has been default.

9. Conformity with Specifications: In the case of goods purchased on the basis of specifications the Contractor warrants their conformity. Norwegian Red Cross shall have the right to reject the goods or any part thereof if they do not conform to specifications. In case of non-conformity the Contractor may in consultation with the Norwegian Red Cross and the receiving RC/RC propose suitable alternative.

10. Disputes-Arbitration: Any claim or controversy arising out of this Purchase Order/Contract or to the breach, termination or invalidity thereof shall be settled either by arbitration or in accordance with United Nations Commission on International Trade Law (UNCITRAL).

11. Assignment: The Contractor shall not assign, transfer, pledge or make other disposition of this Purchase Order / Contract or any part thereof or of any of the Contractor's rights, claims or obligations under this Purchase Order / Contract except with the prior written consent of the Norwegian Red Cross.

12. Advertising: Unless authorized in advance in writing by Norwegian Red Cross, the Contractor shall not advertise or otherwise make public the fact that he is a Contractor to any National Red Cross or Red Crescent Society, or use the name, emblem or official seal of any National Red Cross or Red Crescent Society, or any abbreviation of the name of any National Red Cross or Red Crescent Society for advertising purposes or any other purposes.

13. Good governance and social responsibility: Candidates or tenderers will be excluded from participation in a procurement procedure if:

- They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
- They have been convicted of an offence concerning their professional conduct by a judgement which has the force of *res judicata*.
- They have been guilty of grave professional misconduct proven by any means which the beneficiary of the grant can justify.
- They 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 with those of the country of the grant beneficiary or those of the country where the contract is to be performed.
- They have been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to Norwegian Red Cross interests or acts against fundamental principles of Red Cross Movement.
- Following another procurement procedure or grant award procedure financed by the international or national donors budget they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.
- Following another procurement procedure or grant award procedure financed by the Norwegian Red Cross, the International Federation of Red Cross, Red Crescent Societies (IFRC), the International Committee of the Red Cross (ICRC), or another Red Cross or Red Crescent society they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

Norwegian Red Cross shall satisfy itself with regard to the non-exploitation of child labour and the respect of basic social rights and working conditions by candidates and tenderers. If any issues related to the above comes to the attention of

Norwegian Red Cross, it will inform the respective donors and provide them with the relevant information.

14. Conflict of interest and misrepresentation: Contracts may not be awarded to suppliers who, during the procurement procedure are either subject to a conflict of interest or are guilty of misrepresentation in supplying the information required by the Norwegian Red Cross as a condition of participation in the contract procedure or fail to supply this information. If such issues become apparent at a later stage, the Norwegian RC has the right to terminate contract by giving the Contractor a written notice of such termination. If any issues related to the above comes to the attention of Norwegian Red Cross, it will inform the respective donors and provide them with the relevant information.

15. Checks and audits: Appropriate right of access to the Contractor's financial and accounting documents for the purposes of checks and audits must be granted to the Commission, the European Anti-Fraud Office and the Court of Auditors or to any organization mandated by them. The Contractor must keep all the documentation available six (6) years after the Purchase has been completed.

16. Amendments. No changes or modifications to this Purchase Order/Contract shall be valid unless mutually agreed between both parties and confirmed by an official amendment.

17. Notice: Service of any notice shall be deemed to be good if sent by registered mail, fax or e-mail to the addresses of both parties, set out in the heading of this Purchase Order / Contract.

Place: _____ Date: _____

Signature: _____

STAMP