



## SHED's Standard Terms and Conditions

### SHED PROCUREMENT TERMS AND CONDITIONS

Unless the context indicates otherwise, the term "Buyer" refers to SHED. The term "Supplier Or Service Provider" refers to the entity named on the order and contracting with the Buyer. The term "Contract" can be taken to mean either (a) the purchase order or (b) the supply/service agreement, whichever is in place.

#### GENERAL TERMS AND CONDITIONS

**1) Price:** The prices stated on the order shall be held firm for the period and / or quantity unless specifically stated otherwise

**2) Source of Instructions:** The Service provider shall not seek nor accept instructions from any source external to SHED in relation to the performance of the contract.

**3) Assignment:** The Service provider shall not assign, transfer, sublet or subcontract the contract or any part thereof without the prior written consent of the Buyer.

**4) Corruption:** The Service provider must not offer any inducement or gift to anyone employed by SHED that could be seen as a bribe. If this rule is broken, it may result in an immediate end to business relationships and termination of current contracts.

**5) Confidentiality:** All data, such as maps, drawings, photographs, estimates, plans, reports, and budgets, gathered or received by the Supplier under the contract, belongs to SHED and must be kept confidential. This data should be given to SHED's authorized officials upon request.

**5.1)** The Supplier must not share any information gathered through their association with SHED with any person, government, or authority outside SHED unless they have written permission from SHED. This rule remains in effect even after the contract ends.

**6) Use of Emblem or Name:** Unless agreed otherwise in writing, the Supplier must not advertise or make public that they are supplying goods or services to SHED. The Supplier also cannot use SHED's name or emblem in any way related to their business.

**7) Observance of Law:** The Service provider shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the contract.

**8) Force Majeure:** The term refers to events such as natural disasters, war (declared or not), invasion, revolution, insurrection, or similar events.

**8.1)** If a force majeure event occurs, the Service provider must inform SHED in writing as soon as possible with all the details. If the Supplier is unable to fulfill its obligations because of this event, SHED will decide what actions to take based on the situation.



**8.2)** If the Service provider is permanently rendered incapable in whole or part by reason of *force majeure* to complete its obligations and responsibilities under the contract then the Buyer will have the right to suspend or terminate the contract on the same terms and conditions laid out in section 9, Cancellation.

**9) Cancellation:** SHED reserves the right to cancel the contract if it suspends its activities, changes its mandate through the Executive Council, or lacks funding. In such cases, SHED will reimburse the Supplier for all reasonable costs incurred, including materials delivered that meet the contract specifications and terms, prior to receiving the termination notice.

**9.1)** Should the supplier/ Service provider encounter solvency problems including, but not limited to, bankruptcy, liquidation, receivership and similar, the buyer reserves the right to terminate the contract immediately without prejudice to any other right or remedy it may have under the terms of these conditions.

**10) Warranty:** The Supplier/ Service provider shall provide the Buyer with all manufacturers' warranties. The supplier warrants that all goods supplied in relation to the contract meets specification, is defect free and is fit for the purpose of the intended use. If, during the warranty period, the goods are found to be defective or non- conforming to specification, the Supplier shall promptly rectify the defect. If the defect is permanent then at the choice of the Buyer the Supplier will either replace the item at their cost or reimburse the Buyer.

**11) Inspection and Test:** The Supplier/ Service provider must inspect the goods prior to dispatch to ensure conformance to specification and/or any other provisions of the contract. The Buyer reserves the right to inspect the goods for compliance with specifications and provisions of the contract. If, in the Buyers' opinion, the goods and/or services do not comply with the specification, the Buyer will inform the Supplier in writing. In such a case the Supplier shall take the necessary action to ensure compliance, liability for any additional cost incurred for rectifying compliance will rest with the Supplier.

**12) Changes:** The Buyer reserves the right to make reasonable changes at any time to the specification, drawings, plans, quantity, packing instructions, destination, or delivery instruction. If any such change affects the price of goods or performance of service the Supplier and Buyer may negotiate an equitable adjustment to the contract, provided that the Supplier claims for adjustments in writing to the Buyer within 30 days from being notified of any change.

**13) Export Licence:** If an export licence or licences are required for the goods, the Supplier has the responsibility to obtain that licence or licences.

**14) Payment Terms:** Unless otherwise agreed, payment terms will be net 30 days from receipt of a correctly prepared invoice.

**15) Ethics:** The Conduct to which SHED expects all of its suppliers to respect is as follows;



- Suppliers/ Service provider must adhere to International Labour Organisation (ILO) labour conventions, particularly international labour standards, social protection and work opportunities for all.
- Employment is freely chosen.
- The rights of staff to freedom of association and to collective bargaining are respected.
- Working conditions are safe and hygienic.
- No exploitation of children is tolerated.
- Wages paid are adequate to cover the cost of a reasonable living.
- Working hours are not excessive.
- No discrimination is practiced.
- Regular employment is provided.
- No harsh or inhumane treatment of staff is tolerated.
- Local labour laws are complied with.
- Social rights are respected

Additionally, by acceptance by a supplier, service provider or contractor of a SHED supply, service or works contract, they understand and agree to abide by the terms of the SHED safeguarding policies (Programme Participant Protection Policy, Child Safeguarding Policy and Anti-Trafficking in Persons Policy).

**15.1) Environmental Standards** - Suppliers should as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas which should be considered are:

- Waste Management.
- Packaging and Paper
- Conservation
- Energy Use
- Sustainability

**16) Rights of SHED:** Should the supplier/ Service provider fail to perform under the terms and conditions of the contract, including but not limited to failing to obtain export licenses or to make delivery of all or part of the goods by the agreed delivery date(s), the buyer may, after giving reasonable notice to the Supplier, exercise one or more of the following rights:

- Procure all or part of the goods from an alternate source, in which event the Buyer may hold the Supplier liable for additional costs incurred.
- Refuse to accept all or part of the goods.
- Terminate the contract.

**16.1)** The contract will be terminated in the event of corrupt, fraudulent, collusive and/or coercive practices .

**17) Rights of access for test purposes:** SHED is contractually obliged to facilitate certain donor's direct access to suppliers for test purposes. This obligation is extended to all SHED suppliers.



**18) No Agency:** This order does not create a partnership between the Buyer and Supplier/ Service provider or make one party the agent for the other for any purpose.