



Netherlands

Development

Organisation

Sample Contract

Purchase Order (PO)					
		Purchase Request #			
		Date required			
		PO #			
		PO date			
		SNV Project #			
		Requestor name & position			
Vendor information			Delivery information		
Name				Name	
Address				Address	
Telephone #				Telephone #	
Email				Email	
Delivery method and (need by) date			Shipping / payment terms (insurance if applicable)		
Line #	Quantity	Unit	Description	Unit cost	Total cost
				Sub-total	
				VAT %	
				Total	
Prepared by (SNV employee)					
Name					
Position					
Date					
Signed by (SNV)			Signed by (Vendor)		
Name				Name	
Position				Position	
Date				Date	

1.0 SNV PURCHASE ORDER TERMS AND CONDITIONS

These Purchase Order Terms and Conditions (the 'Contract') apply to all orders for the purchase of Goods, Works and Services between you ('the Vendor') and SNV as the Buyer ('SNV'). No other terms apply unless specified in the Contract or otherwise agreed in writing between SNV and the Vendor. For any contradiction between these terms and conditions and those set out in an existing agreement between the Vendor and SNV, the agreement shall prevail.

2.0 DEFINITIONS

- 2.1 Purchase Order** (PO) means the SNV generated document that authorises a purchase of Goods, Works and/or Services to which these standard Terms and Conditions (T&Cs) are attached or incorporated. A PO sets forth the descriptions of Goods, Works and/or Services, quantities, unit prices, total cost, payment terms, the date by which performance of the Vendor's obligation must be completed (need by date) other associated terms and conditions, and identifies the specific Vendor.
- 2.2 Vendor** means the Party indicated on the cover page of the PO that is contracting with SNV for the sale of Goods, Works and/or Services.
- 2.3 Buyer** means SNV.
- 2.4 Goods** means the Goods that are required to be delivered by the Vendor pursuant to a PO, and include all materials, component parts, packaging and labelling of such Goods.
- 2.5 Services** means any professional Services to be provided by the Vendor to SNV in accordance with the terms of a PO.
- 2.6 Works** means the delivery of Goods by the Vendor as well as Services to install, build or finish the Goods according to SNV's specifications as outlined in the PO.
- 2.7 Need by Date** means the date by which delivery for Goods, Works or performance of Services as specified in a PO needs to be completed.
- 2.8 Specifications** means the requirements, attributes and specifications for the Goods, Works or Services that are set out in the applicable PO. Specifications also include:
- (a) Documentation published by the Vendor relating to the Goods, Works or services.
 - (b) Operational and technical features and functionality of the Goods, Works or Services.
 - (c) Standards or levels of service performance for Services; and
 - (d) SNV business requirements that are expressly set out in a PO.

3.0 CONDITIONS OF PURCHASE

3.1 Acceptance and Terms and Conditions

- 3.1.1** Every PO shall remain open for acceptance three days after receipt thereof by the Vendor, and if not accepted within the three days, then SNV shall have the right to withdraw the PO.
- 3.1.2** The Vendor shall accept a PO and any amendments by signing the PO.
- 3.1.3** Any queries concerning the issued PO(s) should be channelled to: [asarker@snv.org]
- 3.1.4** By acceptance of this PO, the Vendor agrees to be bound by, and to comply with all T&Cs, and any accompanying variations. These T&Cs may be modified only by a written document signed by the duly authorised representative of SNV and the Vendor.
- 3.1.5** Goods, Works and/or Services shall be supplied not later than the need by date indicated on the PO.
- 3.1.6** SNV reserves the right to accept all Goods, Works and/or Services supplied after the expiry of the need by date mentioned therein.

3.2 Shipment and delivery

- 3.2.1** All shipping documents, invoices and correspondence regarding the supply or otherwise of the said Goods, Works and/or Services shall contain the PO Number specified in the PO.
- 3.2.2** The Vendor shall ship the Goods referred to in this PO in accordance with the agreed Incoterms on the date specified by SNV. The applicable standard shall be Incoterms 2020. If the Vendor fails to ship the Goods on the said date for any reason whatsoever, SNV shall have the right to obtain such Goods from any other source.

3.2.3 The Vendor shall compensate SNV for any loss suffered by SNV in connection with the failure of Vendor to ship the Goods referred to in this PO on the said date. The Vendor may request in writing change of delivery date before expiry in consultation with SNV.

3.2.4 Goods, Works and/or Services delivered to SNV by the Vendor must be confirmed by way of Delivery Note.

3.3 Rights of Inspection and Title and Risk

3.3.1 SNV retains the right to inspect and approve all Goods, Works and/or Services and to reject any or all of the said Goods, Works and/or Services that do not meet the specifications.

3.3.2 Goods rejected for whatever reason remain the property of the Vendor for which risk shall not pass to SNV whether kept at SNV premises or not and no liability whatsoever for loss or damage shall be claimed against SNV.

3.3.3 The Goods referred to in this PO shall be subject to inspection by SNV within a reasonable time after receipt thereof by SNV.

3.3.4 If any of the Goods or Services are found at any time to be defective in material form or workmanship, or otherwise not in conformity with the requirements of this PO, including any applicable drawings and specifications, SNV reserves the right to reject and return the said Goods at the Vendor's expense. Payment, if any, made for any Goods rejected under this condition shall be promptly refunded by the Vendor by issuing a credit note, cheque or making an electronic bank transfer to SNV's bank account.

3.4 Price

3.4.1 SNV shall be under no obligation to pay a price higher than the price agreed with the Vendor before the date of shipment and detailed on the face of the PO. In the absence of express agreement as to price, SNV shall pay to the Vendor the price last offered by the Vendor to SNV for identical Goods, materials or Services or the market price of identical Goods, materials or Services at the date of receipt thereof by SNV, whichever is lower.

3.4.2 No extra charges of any kind will be allowed unless specifically agreed to in writing by SNV. If the Vendor reduces its prices for such Goods, Works and/or Services during the term of this PO, the Vendor shall correspondingly reduce the prices of Goods, Works and/or Services sold thereafter to SNV under this PO.

3.5 Invoices, Payments and Taxes

3.5.1 Invoices shall be rendered within 7 days of completing Works/Services or delivering Goods and shall contain the PO and item number, description of Goods, Works and/or Services, quantities, unit prices, date(s) and total purchase price. Each invoice must refer to only one PO.

3.5.2 Unless subject to a separate agreement, the Vendor will be paid in full within 30 business days upon receipt of the invoice unless otherwise agreed in accordance with the payment terms appearing on the body of the PO. All Vendor invoices and statements shall be sent to [mmanirujjaman@snv.org].

3.5.3 The Vendor shall pay those taxes imposed by law upon or in connection with the Goods, Works, Services referred to in this PO. In the event that SNV shall be required by law to make any deductions or withholding tax then SNV shall, at the cost and expense and for the account of the Vendor, comply with such applicable legislation and remit the amounts to the appropriate authorities.

3.6 Third Party Intellectual Property Indemnity

The Vendor shall hold and indemnify SNV, its officers, agents, servants and users of its products or Services harmless from liability for the infringement of any third party's intellectual property relating to any Goods and/or material supplied by Vendor.

3.7 Compliance

3.7.1 The PO is placed by SNV on the understanding that the Vendor's acceptance hereof serves as a warranty that no statute, or any other legal regulation, has been violated in the manufacture or sale of the Goods and/or the performance of Services referred to in this Contract.

3.7.2 The Vendor shall be required to obtain and pay for any license, permit, inspection or listing by any public body or certification organisation required in connection with the manufacture, performance, completion or delivery of any good and/or service.

3.8 Entire Agreement

3.8.1 This Contract contains the entire agreement between the Parties for to the purchase of the Goods, Works and/or Services hereof and, unless the T&Cs herein are replaced in accordance with varied superseding agreement signed by mutual consent of the Parties, whether oral or written, express or implied, in relation to the subject matter between them.

3.8.2 SNV reserves the right to vary the T&Cs of this PO as a direct result of new legislation, statutory instrument, government regulations or licenses, amendments or recommendations from regulatory bodies, changes to SNV business rules or similar events provided the Vendor is notified of such variations.

3.9 Governing Law

3.9.1 The T&Cs of this Contract are governed by the laws of the The Netherlands, excluding conflict of law rules and choice of law principles that provide otherwise. The United Nations Convention on the International Sale of Goods will not apply to this Contract.

3.9.2 Any dispute arising out of or in connection with this Contract, if not resolved amicably within a period of thirty days be referred for final and exclusive arbitration to the Netherlands Arbitration Institute under its applicable commercial arbitration rules. The arbitral tribunal will consist of a single arbitrator.

3.9.3 Any award or determination made by the tribunal shall be final and binding upon the Parties and be carried without delay. All aspects of the arbitration shall be considered confidential.

3.9.4 Notwithstanding the Arbitration provisions, the Parties shall not be precluded from seeking urgent injunctive relief from any court with competent jurisdiction.

3.10 Environment

3.10.1 SNV requires the Vendor to assume responsibility for the environmental impacts caused by its activities in recognition of ecological limits and environmental sustainability. The Vendor is also expected to monitor and continually improve on its environmental performance. Vendor agrees to comply with all applicable legislation in this respect.

3.10.2 Failure to comply may result in SNV rejecting a shipment at source/origin and if shipment costs have been incurred by SNV, and reverse logistics are needed, return costs will be fully borne by the Vendor. SNV will set off the amounts from the invoices payable to the Vendor.

3.11 Corrupt Practices

SNV requires that the Vendor as well its subcontractors, employees, directors, shareholders and officers to observe the highest standard of ethics during the procurement and execution of this Agreement. In pursuit of this, SNV:

3.11.1 Defines, for the purposes of this clause the following terms:

- i. "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another Party including offences listed under all applicable laws, regulations and sanctions relating to anti-bribery, and anti-corruption;
- ii. "Fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Party to obtain a financial or other benefit or to avoid an obligation;
- iii. "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of a Party to influence improperly the actions of a Party;
- iv. "Collusive practice" means an arrangement between two or more Parties designed to achieve an improper purpose, including influencing improperly the actions of another Party.

3.11.2 Will terminate this Contract with immediate effect if it determines at any time that representatives of the Vendor engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of this Contract; and

3.11.3 Will sanction the Vendor, its shareholders, directors and other officers including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a SNV contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing this contract or any other agreement entered into with SNV.

3.12 General

- 3.12.1 Cancellation of Order** - In the absence of terms to the contrary, where the Vendor fails to perform their obligations under, or is otherwise found to be in breach of any of the provisions of, this PO, SNV shall be entitled at its option and upon issuing a written notice of seven (7) days to the Vendor, to terminate this order and no Goods, Works and/or Services shall be receipted against such cancelled order.
- 3.12.2 Confidentiality** - Each Party agrees that it shall ensure that its trustees, employees, officers and directors shall hold in confidence all the commercial and other engagements and all information, documentation, data and know-how disclosed to it by the other Party and designated as "confidential" both relating to all orders made ("Confidential Information") and shall not disclose to any third Party or use Confidential Information other than in connection with the performance of its obligations pursuant to this PO or any part thereof without the other Party's written approval.
- 3.12.3 Mutual Indemnity** - The Parties agree to indemnify and to hold each other, their agents and employees harmless against all claims, proceedings, damages, costs, expenses and losses whatsoever whenever and howsoever arising out of any negligent, inadvertent or wilful act or omission of their employees, servants or agents in the fulfilment of their respective obligations as provided herein.
- 3.12.4 Publicity** - The Vendor shall not use any of SNV's trademarks or intellectual property (including without limitation such logos, brands, service marks) without the prior written consent of SNV.
- 3.12.5 Personal Data protection** - The Parties may provide each other with Personal Data during the performance of this Contract, the processing and transfer will be done in accordance with applicable data protection law, including the EU General Data Protection Regulation 2018. Each Party is a data controller in respect of Personal Data. Parties agree that they will process such personal data only to the extent necessary and implement and maintain appropriate technical and organisational measures as defined under applicable legislation to protect that personal data against unauthorised or unlawful processing, accidental loss, destruction, or damage.