

PURCHASE ORDER

General Terms and Conditions

1. ACKNOWLEDGEMENT COPY

Acceptance of a Purchase Order shall form a binding contract with the Supplier signing and returning the acknowledgement copy or by the timely delivery of the goods specified. The contract between the parties is subject only to the terms and conditions detailed here below. Any contractual terms and conditions of the contractor, whether included in the offer, invoices or any other document, are hereby excluded. In the event this purchase order contains any provisions, which are contrary to the provisions of the contractor's offer, the provisions of this purchase order shall take precedence.

2. DELIVERY DATE

Delivery Date to be understood as the time the goods have to be available at the location indicated under Delivery Terms.

- a. The days of delivery shall only be on workdays from 9:00AM to 2:30PM (9:00 Hours to 14:30 Hours) East African Time.
- b. Items shall be physically delivered to MTI Locations as indicated in the Purchase Order/Contract and verified by MTI staff.
- c. The Supplier shall deliver the goods of MTI at the location as directed in writing on the order and issue a delivery note duly signed by an authorised officer of MTI for each consignment delivered.

3. PAYMENT TERMS

- a. Medical Team international further referred to as MTI shall, on fulfilment of the Delivery Terms, unless otherwise specified in the Purchase Order, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the customary Shipping documents specified in the contract.
- b. Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.
- c. Unless authorized by MTI, a separate invoice must be submitted in respect of each Purchase Order. Each invoice shall indicate the identification number of the corresponding Purchase Order.
- d. The prices shown in the Purchase Order may not be increased except by express written agreement of MTI.
- e. Inspection prior to shipment does not relieve the Supplier from his contractual obligations.
- f. MTI shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to the Purchase order; payment for goods pursuant to the Purchase Order shall not be deemed an acceptance of the goods.

4. RIGHT TO ACCEPTANCE

- a. MTI reserves the right to reject goods and withhold any payment owed to the supplier in case the goods do not comply with conditions mentioned in any Purchase Order/Contract or the goods prove to be of inferior quality or workmanship expected. MTI will be the sole judge of the conditions of the Goods.
- b. A Purchase Order/Contract is invalid unless signed by an authorized signatory of MTI assigned for this purpose & the Vendor authorized representative.

5. CERTIFICATES, LICENCE & OTHER DOCUMENTATION

The contract is subject to the obtaining of any licences, certificates of origin or good manufacturing practices and quality certifications or other governmental authorization which may be necessary. It will be the responsibility of the firm to obtain such licence or authorization, but the MTI will do everything in its power to assist. In the event of refusal thereof, the contract will be annulled and all claims between the parties automatically waived.

6. LIABILITY & RISK OF LOSS

Risk of loss, injury or destruction to the goods shall be borne by the Supplier until physical delivery of the goods has been completed in accordance with the Purchase Order.

- a. The Goods/Services or Works must reach the required specifications/Terms of Reference or Drawings and Bills of Quantity, Substitution or extra charges on orders shall not be permitted.
- b. Any delays in delivery of the goods and/or services or completion of works and the consequential losses to MTI due to the late delivery will be the responsibility of the supplier.
- c. The Supplier will bear all consequential costs with respect to the sub clause (a) and (b) above.

7. FITNESS OF GOODS/PACKING

Supplier warrants that the goods, including adequate packaging, conform to the specifications and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by MTI, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods

8. PURCHASE ORDER AMMENDMENTS

Any Amendments or variations to Purchase Order/Contracts shall be initiated by the authorised signatory of MTI, otherwise the consequential invoice will not be accepted for payment

9. WARRANTY CLAUSE

The Supplier warrants that the use or supply by MTI of the goods offered for sale under the Purchase Order do not infringe any patent, tradename, or trademark. In addition, the Supplier shall pursuant to this warranty indemnify, defend and hold harmless MTI and its Partners from any actions or claims brought against MTI or the Partners pertaining to the alleged infringement of a patent, design, tradename or trademark arising from the Purchase Order.

10. FORCE MAJEURE

Neither party to the contract shall be held responsible for delay in the fulfilment thereof due to force majeure, strikes, lock-out, war, civil unrest, or other factors outside its control.

11. RIGHTS OF MTI

In case of failure by the Supplier to perform under the terms and Conditions of the Purchase Order, including but not limited to failure to obtain necessary documents, or to make delivery of all or part of the goods by the agreed delivery date or dates, MTI may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a. Procure all or part of the goods from other sources, in which event MTI may hold the Supplier responsible for any excess cost occasioned thereby.
- b. Refuse to accept delivery of all or part of the goods.
- c. Terminate the Purchase Order.

12. INDEMNIFICATION

The Supplier shall indemnify and save harmless MTI and the items referred to herein from and against all claims, damages, losses, costs and expenses arising out of any injury, sickness or death to persons or any loss of or damage to property, caused by the fault or negligence of the Supplier. MTI shall promptly give notice to the Supplier of any claims, damages, losses, costs, and expenses and shall cooperate in a reasonable manner with the Supplier.

13. ASSIGNMENT AND INSOLVENCY

- a. The Supplier shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Supplier's rights, claims or obligations under this Contract except with the prior written consent of the MTI.
- b. Should the Supplier be adjudged bankrupt, or be liquidated or become insolvent, or should the Supplier make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Supplier, MTI may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Supplier shall immediately inform MTI of the occurrence of any of the above events.

14. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF MTI

The Supplier shall not advertise or otherwise make public the fact that it is a Supplier with the MTI, nor shall the Supplier, in any manner whatsoever use the name, emblem or official seal of the MTI, or any abbreviation of the name of the MTI in connection with its business or otherwise.

15. ARBITRATION

Any matter relating to the interpretation or application of this Purchase Order which is not covered by its terms shall be resolved by reference to Laws of the Republic of Uganda. Any dispute relating to the interpretation or application of this Purchase Order shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the Rules of Arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

16. PRIVILEGES AND IMMUNITIES

Nothing contained in or relating to this Purchase Order shall be deemed to constitute a waiver of any of the privileges and immunities enjoyed by MTI and/or as submitting MTI to any national court jurisdiction.