

	<b>PURCHASE ORDER TERMS &amp; CONDITIONS</b>	BRASI Sample Forms & Procedures
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### **Definitions**

'Buyer' shall mean (purchasing organization's name) as identified on the purchase order.  
'Seller' shall mean the vendor supplying the goods and/or services to the Buyer.

### **Acceptance**

Upon accepting this order, the Seller agrees to the terms and conditions contained in this order without exception. If there is any inconsistency between a document or communication pertaining to this purchase, then this purchase order will be the final document.

### **Price**

Goods and/or services delivered under this purchase order will be invoiced at the price contained herein, plus any applicable/customary taxes or duties.

### **Modification**

Changes to any part of this purchase order will not be acceptable unless signed by an authorized representative of the Buyer and acknowledged by an authorized representative of the Seller.

### **Quality and Compliance**

All goods and/or services provided under this order shall be subject to the Buyer's inspection/review and approval, in accordance with the specifications agreed between the Buyer and the Seller referencing a catalogue, data sheet, specification, agreement, sample or similar standard. The Buyer reserves the right to reject any quantities that are not compliant to the specifications, and the Seller agrees to replace or make good the rejected quantities, either by replacing with acceptable material or refunding the cost of such quantities without any deduction.

### **Delivery**

The Buyer reserves the right to reject or cancel any deliveries that are late beyond the tolerance allowed on this purchase order, without any liability.

## **INCOTERMS**

The INCOTERMS applicable to deliveries against this purchase order is DDP – Delivered Duty Paid, at the destination address provided on the purchase order.

## **Indemnification**

The Seller agrees to defend, indemnify and hold harmless the Buyer against any claims, costs, expenses, damages and judgments resulting from any defects in the goods provided by the Seller. In case of services, the Seller agrees to defend, indemnify and hold harmless the Buyer against any claims arising from any acts, performance or lack thereof, negligence, errors, omissions and misconduct on part of the Seller and/or its associates and affiliates concerning the delivery of this purchase order.

## **Force Majeure**

The Buyer reserves the right to cancel this order in whole or in part at any time where such cancellation is necessitated by factors beyond the control of the Buyer.

## **Cancellation**

The Buyer may cancel this order at any time upon written notice to the Seller. If the Buyer cancels the order for any reason other than non-performance by the Seller, the Buyer may reimburse amount incurred by the Seller until the date of cancellation, but in no case exceeding the total value of the purchase order.

## **Revocability**

The Buyer reserves the right to withdraw this order at any time before acceptance by the Seller, without any recourse or penalty to the Buyer.

## **Payment**

Invoices must be submitted to the address provided on the purchase order. Standard payment terms are 30 days from the confirmation of delivery of goods or services and acceptance of the quality by the concerned department.

## **Shipping Documentation**

All deliveries must be accompanied by the necessary documentation. This includes but is not limited to: Packing Slip, Bill of Lading or Airway Bill, Master Safety Data Sheet, Customs Invoice, Cold Chain Monitor and/or Chart where applicable and other relevant documents.

## **General**

This order shall be governed and construed in accordance with the laws and regulations of (place). The Seller shall not in any manner delegate, assign or subcontract any part of this order without express approval of the Buyer. This order does not constitute any relationship between the Buyer and the Seller other than that of an independent contractor.