General Purchase Conditions

1. Applicability of the General Purchase Conditions

These General Purchase Conditions apply to all supplies of goods and services between the Contractor and the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH as the contracting party.

The Contractor must prepare its offer based on these General Purchase Conditions. The contract between the parties, in which only GIZ's General Purchase Conditions apply, will be deemed entered into once an order is issued by GIZ, after which any amendments to the contract require the written approval of GIZ. Unless GIZ has expressly agreed otherwise in writing, any general terms of conditions of business and/or payment of the Contractor which are attached to the latter's order confirmation or made available in any other way do not apply. GIZ's General Purchase Conditions apply even if GIZ accepts the goods and/or services in full knowledge of, and without objecting to, any conflicting or differing conditions of the Contractor.

2. Delivery

GIZ has the right to inspect the quality of all goods before they are received, provided that it gives notice of such intention at the latest when placing the written order. The quality inspection shall be conducted when the items delivered. The goods must be delivered in good condition; GIZ will check the goods are in the right amount, quality and further details in order to determine the performance of the supplier. Any defects shall be remedied by the Supplier without delay at his/her/its own expense.

Delivery Terms: DDP Iraq.

3. Payment Terms and Prices

Payment Terms:
Full payment will be made after completion of delivery, subject to appropriate deduction for incomplete and delayed deliveries, upon presentation of

- A commercial invoice (specifying quantities, unit and total prices etc.)
- The PO number of the FA must appear on all invoices.
- Acceptance certificate issued by the authorised GIZ representative

Payment of goods will be done within 30 working days after taking over of the goods/services at the address as stated in the purchase order.

Payment will be done only by bank transfer at GIZ CO Offices.

4. Pre-Shipment Inspections and Customary Quality Inspections

If quality inspections are customary or if it is agreed between the parties that inspections have to be carried out by the manufacturer or the Contractor, these must be conducted at the Contractor's expense. The inspection report (one original) must be forwarded to GIZ CO without delay as soon as the inspection has been performed, regardless of whether or not GIZ has taken part in the inspection. The Contractor is liable both for the truth and accuracy of its own inspection reports and for the truth and accuracy of inspection reports prepared by manufacturers or subcontractors.

In addition and if agreed between GIZ and the Contractor, GIZ itself, is entitled to inspect the quality of all goods before they are packed or shipped. The Contractor must inform GIZ at least two weeks in advance as to when the inspection may be conducted. The Contractor must provide the necessary personnel to carry out the inspection as well as the necessary measuring equipment, consumables, fuel and power requirements, in each case free of charge. The inspection conducted by GIZ, does not replace inspections that are customary in the business sector or other inspections which have been agreed.

The following applies to all inspections: Defects must be remedied by the Contractor without delay at its own expense. The inspections do not in any way prejudice GIZ’s warranty claims or claims regarding defects and do not replace any necessary acceptance procedure.
5. Packing and Marking

Goods must be packed and marked in accordance with the specific requirements for the goods, the mode of shipment used, the means of transport as well as the laws and climatic conditions prevailing in the destination and transit countries.

GIZ may unilaterally specify further instructions regarding marking in the shipping instructions; the Contractor must comply with such further instructions. Unless otherwise specified in the shipping instructions, packages must be marked without any reference to content or company. Each package must be marked at least on two opposite sides, in accordance with GIZ’s shipping instructions, with the gross and net weights, external dimensions and, where appropriate, with symbols for fragile goods, hook attachment points, indications of centre of gravity and potential dangers.

The Contractor is liable for proper packing and marking and for damage attributable to inadequate or defective packing or marking. If packing/marking is carried out by third parties, these are deemed subcontractors or vicarious agents of the Contractor. GIZ, as well as forwarding agents contracted by GIZ, are entitled, but not obliged, 1.) to refuse packages which do not comply with the above conditions, 2.) to demand that the Contractor carry out subsequent performance (remedy or replacement), or 3.) if the Contractor is delayed in carrying out subsequent performance, a) to remedy the shortcomings itself, b) to arrange for the shortcomings to be remedied, or c) to procure a replacement, in each case 1.)-3.) at the expense of the Contractor.

6. Delays in delivery

In case of delay in delivery of goods, wholly or in part, by more than 20 days the buyer may refuse the acceptance of the delivery wholly or in part and terminate the contract.

Without prejudice to his rights previously mentioned, the buyer has the right to liquidate damages at the rate of 1% of the value of the goods overdue for every week commenced; this claim shall however not exceed 10%. This right continues to exist even if no provision was made to this effect on the date of handing over the delivery. Any claims for damages due to delay in delivery, exceeding those stipulated under this clause shall not be affected hereby.

7. Incoterms

The terms of delivery stipulated (DDP) shall be interpreted in accordance with the international rules for the interpretation of trade terms (Incoterms 2010) of the International Chamber of Commerce.

8. Warranty

The seller shall guarantee that, at the time of delivery, the goods supplied under the contract shall be free from any defects in material or workmanship, suitable for the climatic conditions at the place of destination and shall conform to the requirements of the contract notwithstanding the fact that an inspector may have inspected and/or accepted the goods. This guarantee shall be valid for one year after the date of arrival at the place of destination. Notice of any such defects or non-conformance shall be given by the GIZ to the seller within one year of the arrival of the defective or non-conforming commodity.

If required by the GIZ, within a reasonable amount of time after such notice, the seller shall, with all possible haste, refurnish the defective or non-conforming commodity at his own expense. The validity of this guarantee shall then be extended to one year after the date of arrival of the refurnished or replaced goods. If the GIZ does not require replacement or refurnishing of defective or non-conforming goods, the seller, if required by the GIZ, shall repay, within a reasonable amount of time after the notice of defects or non-conformance, the corresponding portion of the price. No variation in the quantity of any item called for by the seller will be accepted unless such variation has been caused by conditions of loading, shipping or packing, or by manufacturing process, and then only to the extent specified elsewhere in the contract.

9. Force majeure

If, in case of force majeure, the seller is rendered unable to perform his obligations under this contract he shall give notice thereof to the buyer within 15 days after the occurrence of force majeure. Force majeure shall mean the presence of circumstances which are independent of the will of the contracting parties and which arise after the conclusion of the contract and which impede its normal fulfilment.
10. Confidentiality

Contractors shall treat all commission-related data and other information of which they become aware when implementing the commission as confidential, both during and beyond the term of the contract. The use of such data and information for the Contractor’s own purposes is not permitted. Contractors shall not allow third parties to access documentation or work results of any kind, without the prior written consent of GIZ. For the purposes of this clause, the term “third parties” includes the ultimate commissioning party.

11. Independent Contractor

The supplier shall supply goods pursuant to this PO as an independent contractor and not as an employee, partner or agent of GIZ.

12. Assignment and subcontracting

The contractor shall not assign or subcontract the contract or any work under this contract in part or all, unless agreed upon in writing in advance by GIZ. Any subcontract entered into by the supplier without approval in writing by the GIZ may be the cause of termination of the contract.

13. Waiver

Failure by either party to insist in any one or more instances on a strict performance of any of the provisions of this PO shall not constitute a waiver or relinquishment of the right to enforce the provisions of this PO in future instances but this right shall continue and remain in full force and effect.

14. Technical documents

The seller shall deliver together with the goods all necessary technical documents such as operating instructions, instruction manual, connection plan, certification of origin, and interior circuit plan in the language prevailing at the place of destination. The documents shall be wrapped in waterproof paper.

15. Invoice documentation

Commercial invoices and delivery notes to the GIZ must include all relevant details. Marks and numbers, dimensions and weight of the packing units are to be given.

16. Claims for Defects

GIZ is entitled to all statutory claims concerning defects without limitation. In the event of disagreement over defects, the Contractor bears the burden of proof for demonstrating that the said goods and services are free of defects. GIZ is also entitled to enforce claims for damages incurred by the user of goods and services that arise due to defects or to failure on the part of the Contractor to comply with other contractual obligations.

The defects liability period for goods which have been repaired or replaced commences once again if the Contractor was obliged to render subsequent performance. For the period for which goods and/or services are unavailable due to defects, the defects liability period is suspended.

17. Examination of Goods and Lodging of Complaints

To comply with the statutory obligation to examine goods and lodge complaints in respect of defects in due course, it is sufficient if GIZ examines the goods at the location of use. It is sufficient if the inspection is carried out with the resources available at the location of use. In the event of partial deliveries, the goods need not be examined until the final partial delivery has arrived at the location of use. If it is agreed that the goods are to be installed, assembled or placed into operation, GIZ does not need to inspect the goods before these steps have been carried out. If several goods of the same type are delivered, it is sufficient to examine the goods on a random basis. If random checks reveal defects, GIZ may assert claims for defects in relation to all of the goods and services.

Complaints regarding defects must be lodged with the Contractor without undue delay as soon as such defects are discovered. In cases where goods and services are intended for a foreign country, notice of defects is given in good time if lodged within 30 calendar days of whichever of the following occurs latest: 1.) arrival at the location of use or 2.) completed
installation, assembly or commencement of operation. If defects are concealed, notice of the defect is given in good time in all cases if lodged within 20 calendar days of such defects being discovered.

If the Contractor fraudulently conceals a defect, it may not plead that GIZ breached its obligation to examine the goods and lodge a complaint in respect of defects. The same applies if the Contractor was unaware of the defect at the time of delivery due to gross negligence.