

Project of framework agreement for supplies purchase

This Contract is made this day of

BETWEEN:

• **Handicap International**, non-profit-making association - law 1901, founded on the 19th July 1982 and registered charity, with its head office at ERAC, 14 avenue Berthelot, 69361 Lyon Cedex 07, France,
Represented by MR Serge EFFANTIN
Title: General Services Manager
Hereinafter referred to as "**HI**",

AND

• **Supplier :**

Address:
Represented by :
Title:
Hereinafter referred to as "**The Supplier**".

ARTICLE 1: SCOPE OF THE FRAMEWORK AGREEMENT

This framework agreement follows the call for tenders referenced HI/2010/AO/VHL and the tender of the Supplier to which it refers. The purpose of this agreement is to define the terms and conditions under which the Supplier shall supply HI with the products for which the Supplier had been awarded of the contract.

ARTICLE 2: CONTRACTUAL DOCUMENTS

This framework agreement shall include the following contractual documents:

- appendix I : General Purchase Conditions
- appendix II: Technical Specifications
- appendix III: Tender (price, delivery time)
- If needed, documents of the supplier that HI would expressly accept to integrate to the framework agreement.

ARTICLE 3: COMING INTO FORCE – DURATION OF THE AGREEMENT

This framework agreement shall come into force on the date of its signature by both Parties (HI and the Supplier) and lasts one (1) calendar year. Parties shall meet prior to the date of expiration of the framework agreement to determine whether they wish to renew this framework agreement and in such case under which conditions (tender review). The renewal could be formalised with an additional clause to the first agreement.

ARTICLE 4: PURCHASING PROCEDURE

HI shall transmit by fax or e-mail in accordance with its needs, order forms for which the terms of this framework agreement are to be fully enforced.

Order forms shall refer to this framework agreement and shall specify for each product to deliver:

- product designation of the supplier
- product reference of the supplier
- product reference of HI
- quantities and packing
- date and address of the delivery
- carriage paid unit price in euro free of VAT

- type and terms of payment

Supplier shall confirm orders by sending an acknowledgement of receipt containing identical terms within two (2) working days of receipt of the order form.

ARTICLE 5: QUANTITIES / STOCKS

Quantities mentioned in the tender (appendix III) are purely indicative. The Supplier agrees he had been informed that HI could not commit to quantities because of its urgency activities unforeseeable in essence.

ARTICLE 6: PACKAGING / PACKING

In the absence of any special instructions, the Supplier shall take all useful and necessary precautions to ensure the protection of the products during shipping and handling operations. HI reserves the right to refuse any product delivered under non-complying or defective packing or handling conditions.

Each packaging of the same product shall be marked with the product reference of the Supplier.

Each package should be marked as follows:

- package number (e.g. 3/4)
- gross weight of the package
- dimensions of the package
- delivery form with following information:
 - reference of the delivery form
 - reference of the order form
 - delivery address
 - designation, product reference of the supplier, dispatched quantity and balance to dispatch of the products contained in the package

ARTICLE 7: DELIVERY

The Supplier shall deliver the ordered products to the delivery address specified in the order form.

Delivery times are specified in the tender (appendix 3) and are calculated from the date of receipt of the corresponding order form.

If the Supplier does not deliver the products within the delivery time specified in the tender (appendix III), the **Supplier shall pay to HI a compensation**. This compensation figures at the article 7 of the general purchase conditions.

HI will ask the Supplier for direct delivery to the operational missions (final addressee of the products). The Supplier shall invoice a carriage surplus compared to the prices specified in the tender (appendix III). "Ad hoc" delivery time will also be determined.

ARTICLE 8: PRICES

Prices specified in the tender (appendix III) are firm and valid for the one (1) year duration of the agreement from the date of its signature by both Parties. No other costs of any nature whatsoever may be added to the prices agreed upon.

Prices for tender are Ex Works, including packing and packaging.

Since products are to export, HI is VAT exempted; so prices are expressed in euro free of VAT as any invoice shall be. VAT exemption certificate from the "Direction Générale des Impôts" will be given.

ARTICLE 9: TERMS OF PAYMENT

As stipulated in the general purchase conditions, 100% of prices shall be paid by bank transfer at 60 days after the date of the invoice receipt, the end of the following month, providing the effective delivery of the products.

Prices shall be paid on the following bank count: IBAN number of the Supplier:

The Supplier is responsible to highlight any late payment to HI as soon as it appears and to request immediate payment. From this request date, HI commits to issue the due payment within two (2) calendar weeks.

Invoices shall be sent to the following address:

Handicap International
14, avenue Berthelot
69361 Lyon cedex 07
FRANCE

Each invoice shall be in two copies and shall specify:

- name and address of the Supplier
- registration number of the Supplier
- name and address of HI as addressee
- VAT number of the Supplier and of HI
- date of the invoice
- reference of the HI order form
- product quantity and product designation of the supplier
- unit carriage paid price in euro free of VAT
- type and terms of payment

ARTICLE 10: QUALITY

The Supplier shall deliver to HI products which comply with the quality and the technical characteristics specified in the specifications (appendix II) and which correspond if need be, to the characteristics of the sample given by the Supplier to HI. If the products fail to meet the performance specifications guaranteed, then the Supplier shall fulfill his obligations defined in the article 9 of the general purchase conditions (appendix I).

ARTICLE 11 : DOCUMENTATION

The Supplier shall provide to HI free of charge commercial and technical brochures in English, in French or Spanish (if requested) relating to the products, improvements thereto and new versions thereof.

MADE IN TWO ORIGINAL COPIES

Date, signature, seal of the company

Handicap International (HI)

The Supplier