
Série : politiques et bonnes pratiques

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GENERAL PURCHASING TERMS

Human resources and Organization Division
Logistics department (DLSI)
March 2015

General
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terms

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Internal/external document

ARTICLE 1

General provisions

The following general terms and conditions defines the supplier relationship for sales, purchases and outsourcing activities applicable between HANDICAP INTERNATIONAL (HI) and its suppliers completing or not being inconsistent with the purchasing terms of the suppliers.

ARTICLE 2

Acceptance of orders

All orders will be considered as final when the suppliers send a acknowledgement of receipt to our logistics department without reservation. The acknowledgment of receipt will have to be sent within the three days after the day of the order. Following the three days, the order will be considered accepted in full.

ARTICLE 3

Price-Invoice-Payment

Prices on orders or on proforma invoices signed and stamped by HI are final. They are meant DDP (INCOTERMS 2010) and packaging and overwrapping included. Besides the legal notices, invoices will have to mention our purchase order number, our supplier's code, our product reference (mentioned in the order), the name or the code of our delivery site, the detail of the product and the price corresponding to the product. In the absence of any other provision negotiated and accepted, payment is done by bank transfer at 30 days end of the month. For purchases done in France, invoices will be sent in one copy only for each delivery to: Handicap International - Service

Comptabilité Fournisseurs - 138, avenue des Frères Lumière, 69008 LYON, France. Purchases done by our national association or our field programmes, the invoices will have to be sent to their respective address.

ARTICLE 4

Delivery delay

Deliveries are made mandatory within the time specified on our purchase order or, failing that, within thirty (30) days from the date of the order.

The supplier shall notify us without delay of any delay in delivery.

The delivery constituting a strict deadline and an essential and determining condition of our consent, the Supplier shall be entirely responsible for any delay in delivery and we will pay, as a penalty clause, as compensation for the damage suffered, a lump sum equal to ten percent (10%) of net amount of products, goods and services invoiced and delivered after the deadline, without prejudice to the right to request the cancellation of the sale and / or to replace from the supplier of their choice, at the supplier's expense

Beyond a delay of ten (10) calendar days, HI reserves the right to cancel the order for the goods to be delivered, without notice or compensation to the supplier.

ARTICLE 5

Place of delivery and reception

All deliveries must be announced at least twenty-four hours (24h) before and must be accompanied by a delivery note reminding our order number, our reference section, details of the delivered products and the implementation of the non lines provided. In addition to these references, each package

will indicate the recipient's name, product name, reference the supplier, its quantity and quality. Orders must be delivered between 8am and 16:30. Outside of these hours, no deliveries will be accepted. Any acceptance of delivery is deemed to be subject to counting and verification. Final acceptance is subject to our reception unqualified products, goods or services delivered.

ARTICLE 6 Specific products

The supplier agrees to inform HI of the precautions, instructions, recommendations and applicable restrictions for the transport, warehousing and handling of perishable or dangerous goods.

The supplier agrees to provide all required official documentation for perishable and dangerous goods, particularly for international shipping.

Product expiry dates must be displayed clearly and permanently on packaging. The supplier guarantees that the remaining shelf life of the product at the time of delivery is longer than eighty percents (80 %) of its total initial shelf life.

ARTICLE 7 Compliance - Quality of Goods and Services delivered

If quantitative or qualitative non-compliance of delivery to our order, we reserve the right to reject all or part of the products, goods or services delivered and return them, if necessary, at the risk of the supplier and at his own expense. The supplier will replace them immediately and at its expense, unless we prefer to ask for the cancellation of the sale and / or replace it with the provider of

our choice at the supplier's expense.

In addition, the supplier shall be considered as fully responsible to us of all the harmful consequences of any lack of conformity and quality of the goods delivered or services, both in qualitative and quantitative terms and is committed in consequence to fully indemnify us for any damage that may result.

ARTICLE 8 Transfer of ownership and risk

The transfer of ownership of the products, goods or services of the supplier will be achieved, upon acceptance of the order by the supplier, and regardless of the payment date. The transfer of risk of loss and deterioration of the products, goods and services will be performed during the delivery and receipt of such unqualified products, goods and services by our organization, regardless of the date of transfer of ownership and payment. Therefore, in case of transfer of ownership prior to the transfer of risk, the supplier undertakes to take on our behalf, but at its own expense, an ad hoc assurance regarding the risk of loss and damage to products, goods and services whose property we have been transferred.

ARTICLE 9 Responsibility of the supplier-Guarantees

The supplier assumes that quality, full responsibility towards our products, delivered goods and services and undertakes to indemnify us against any claim of any nature whatsoever which may be formulated as such, and against all the harmful consequences that might result for

our organization. The supplier warrants our organization against defects that may affect the products, goods or services delivered, making them unsuitable for their use and their destination, under the conditions of common law. Finally, the supplier shall indemnify us, as a conventional extension of the legal guarantee, the correct operation of products, goods and services delivered for a period of two (2) years from the delivery of the products, goods and services and undertakes accordingly during this period, to provide at its expense, maintenance, repair or replacement of products, or defective parts that may be needed.

ARTICLE 10 Confidentiality

The supplier undertakes to maintain strict confidentiality about the technical and business elements that gives him access the award and execution of our orders.

ARTICLE 11 Termination - Force majeure

In case of non-respect of all or part of its legal or contractual obligations, including cases of late delivery exceeding more than thirty (30) days, we reserve the right, without prejudice to our other rights and remedies, to unilaterally terminate the contract with immediate effect if the supplier has not remedied the alleged failure within fifteen (15) days notice by registered letter with acknowledgment of receipt, and without the supplier being entitled to any compensation. In case of force majeure, fire or strike that may cause the total or partial suspension of our activity, we reserve the right to delay delivery dates undelivered orders in progress for a period equal to

those suspensions our business.

ARTICLE 12 Social and environmental responsibility

HI reserves the right to cancel the order at any time, if the supplier is involved in acts of fraud, corruption, money laundering, or is involved in a criminal organization or any other illegal activity or is in a situation conflict of interest or abuse of power towards the representatives of HI. HI also reserves the right to cancel the order at any time if the supplier does not comply with international laws of human rights or fundamental rights for labor law as defined by the International Labour Organisation (ILO), in particular concerning the non-child labor, non-discrimination in employment, freedom of association and the right to organize, compliance with minimum wage and equal pay, the respect for durations and for conditions of work and hygiene. HI also reserves the right to cancel the order at any time if the supplier is involved in any manner whatsoever to the spread of anti-personnel mines and cluster bombs (production, trade, financing, ownership, transportation, storage, etc.), trade or arms trafficking (Class A weapon and B according to the French law n ° 2012-304 of 6 March 2012), or if it engages in practices that would make it comparable to a war profiteer" (use of the economic springs(competences) of a conflict, an abuse of dominant position bound to the existence of a conflict) or if he has links with armed groups, regardless of their status and their motivations or with the networks perpetrating acts of violence against civilian populations and facilities. Finally, HI is committed to use techniques and production processes respecting the fundamental rules on environmental protection (mainly in

terms of deforestation, the use of chemical agents affecting biodiversity protection) and waits its suppliers and service providers a similar approach. HI reserves the right to use tools for monitoring international suppliers to verify their historical and potential involvement in illegal or unethical activities.

ARTICLE 13 Applicable law and attribution of jurisdiction

For purchases made in France, all disputes to which the aforementioned contracts could result, especially regarding their validity, interpretation, performance or termination, shall be submitted to the Commercial Court of Lyon. By express agreement between the parties, the above contracts are subject to French law.

Purchases made outside France managed by national associations and field programs fall within the relevant courts.

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For matters relating to this document:

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