

FRAMEWORK AGREEMENT
For
Supply of Tarpaulins / plastic sheeting for World Vision International
disaster response

THIS FRAMEWORK AGREEMENT ("Agreement"), entered into on _____, by and between:

[SUPPLIER NAME]

Hereinafter referred to as the Seller
AND
World Vision Germany
Hereinafter referred to as the Buyer

WITNESSETH

Whereas, the Buyer has tendered internationally for a Framework Agreement for the provision of relief tarpaulins at EXW **and / or** DDU prices fixed for two years to be used in emergency operations globally;

Whereas, this Agreement is for the potential purchase of relief tarpaulins as per the attached specifications (the "Goods");

Whereas, based on the product specification of the limited invitation to tender and the Seller's quotation and price dated _____, and based on the quality of the Seller's goods, the Seller has been selected to be *primary vendor for the Buyer*

Whereas, the Buyer wishes to purchase tarpaulins at a fixed price and fixed specification for a fixed duration delivered to warehouses in Frankfurt Germany, Dubai UAE, Panama City Panama and Denver USA.

NOW, THEREFORE, the Parties hereby agree as follows:

Article I. Commodity

- I.1 Initial delivery: The seller agrees to manufacture and deliver the Goods, under EXW **and / or** DDU terms, to WV-GPRN at their warehouses, as described in the attached tender document, within 4 weeks of a confirmed order from the Buyer.
- I.2 Replenishment stock: The Seller agrees to manufacture [and deliver] further quantities of the Goods, at the same price originally quoted, within a maximum of four weeks from a second and any subsequent confirmed purchase orders from the Buyer. The Seller shall advise the Buyer of the maximum quantity of Goods that can be produced and delivered within 4 weeks of an order.

Article 2. Term

2.1 The Term of this Agreement shall be from _____ 2010 to _____ 2012. The term may be extended with prior written agreement of the Parties.

Article 3. Price

3.1 Fixed price: Throughout the Term of this Agreement the maximum prices of the Goods shall be fixed at the following amounts (according to delivery location):

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Prices are EXW / DDU (exclusive of VAT)

Article 4. Conditions of Purchase

- 4.1 Inspection: the Buyer or their representatives may inspect the purchased goods before loading at the Seller's premises with 24 hours prior notice. The cost of such inspection will be for the account of the Buyer; the Seller will cover the cost of any re-inspection.
- 4.2 Warranty: The Seller will be responsible for the quantity and quality delivered according to the agreed specifications. In case of delivery of non-conforming merchandise, the Buyer shall reserve the right to reject the consignment. Furthermore, the Buyer reserves the right to conduct random testing of Goods in stock to ensure compliance with the specifications hereto attached.
- 4.3 Marking: Standard markings as advised in the attached tender document and according to each Purchase Order.
- 4.4 Delivery date: To be defined at each Purchase Order but no later than 4 weeks from date of order.
- 4.5 Packing instructions: As advised in the attached tender document and according to each Purchase Order.
- 4.6 Penalty clause – Late Deliveries and non-conformity: As advised in the attached tender document.
- 4.7 Consignee: To be confirmed on each Purchase Order
- 4.8 Delivery Terms: Delivery terms **EXW / DDU** for each purchase order are to be specified according to INCOTERMS 2000. The Buyer will advise the Seller, at time of order, of the type and scope, if any, of any freight forwarding and/or transport service required. Clearance at the country of destination / import will be arranged by the Buyer's representatives.
- 4.9 Post Order: All orders must be deemed equally important unless the Buyer indicates priority. If delivery times agreed with the Buyer at time of order are not going to be met, the Seller will contact the Buyer (contact to be named on the

Purchase Order) at least 24hrs in advance of the initial delivery time and agree another date.

4.10 List of authorized persons: A list of WV personnel authorized to manage deliveries will be attached with each order

4.11 Price: as defined above.

4.12 Insurance: Included as part of delivery terms (Article 5.8)

4.13 Payment terms: Bank transfer by IBAN and SWIFT within 30 days after receipt of the good order goods with correct invoicing and shipping documents.

4.14 Address for Invoice: To be stated on purchase order.

4.15 Documents required for each Delivery:

The following documents are to be completed by the Seller 5 days before the receipt of a confirmed order from the Buyer:

- Invoice of the product in triplicate on the letterhead of the Seller, correct invoice address (different as delivery address), listed product, invoice amount (VAT exempt), bank account with IBAN and SWIFT data
- Export Invoice (VAT exempt) in triplicate – unless Goods are for use within the country of manufacture, in which case a standard invoice inclusive of VAT shall be prepared.
- Packing List in triplicate
- Signed delivery note by the Carrier, Certificate of Analysis (when requested), Copy of the Certificate of Quality and Quantity established by the Survey company (if performed)
- Certificate of origin
- Other documents according to each Purchase Order

4.16 Dispatch of documents: One full set of originals to be sent to the Buyer undertaking the purchase.

4.17 Compliance confirmation on the company's high ethical quality standards: The Seller commits to signed the highest ethical standards.

Article 5 Purchase of Goods by World Vision Partner

5.1 Purchase orders will be made by World Vision on behalf of an official partner.

5.2 The Seller agrees that offices related to any World Vision partner organisations may also benefit from the terms and conditions of this Agreement as described herein but that all orders shall only be accepted from the Buyer.

Article 6 Exclusivity

- 6.1 In cases of extreme urgency or need for larger quantities than available with the Seller, the Buyer reserves the right, after consultation with the Seller, to procure Goods from secondary sources.

Article 7 Breach

- 7.1 If the Seller breaches any term or condition of this Agreement, or the conditions set out in any given purchase order, including but not limited to quality of the goods, price and delivery requirements, the Buyer shall be entitled to immediately purchase goods from any other source, in addition to any other remedy available in law or equity.

Article 8 General Terms and Conditions

- 8.1 Acceptance of this agreement entails the waiving by the Seller of its General Conditions of Sales.
- 8.2 All terms and conditions not mentioned herein shall be governed by the Buyer's general purchasing conditions.
- 8.3 Termination: Should Seller or the Buyer wish to terminate this agreement they should give 2 months written notice detailing their reasons for such a request.
- 8.4 Applicable Laws & Arbitration: This agreement and any subsequent purchase contract(s) shall be governed by German and European Law.
- 8.5 Disputes: In the event that a dispute cannot be resolved through negotiations, the parties to this agreement and any subsequent purchase contracts(s) agree to be bound by the arbitration procedures of the International Chamber of Commerce and accept the arbitration decision as the final adjudication of a dispute.
- 8.6 Service Measurements & Performance: The Seller is required to demonstrate their performance. Failure to meet the targets contained herein will be deemed to be a failure in servicing the agreement. The professional and timely provision of the services purchased is of paramount importance to the Buyer and if the Seller subsequently fails to meet these expectations the Buyer reserves the right to find a suitable alternative supplier for tarpaulins, in addition to any other remedy available in law or equity.
- 8.7 Force Majeure: This agreement may be terminated by either party in the event of any intervening "force majeure" (natural disaster, war, etc.) recognized under the governing law.

Article 9 Final Provisions

This contract is produced in four original copies, whereby the Seller shall keep two and the Buyer shall keep two original copies after signature.

This agreement comes into force with signature and stamps of all parties.

World Vision

Seller

Name of Signatory:

Name of Signatory:

Signature:

Signature:

Date:

Date:

DRAFT