

**AIMING CHANGE FOR TOMORROW (ACT)
PURCHASING TERMS & CONDITIONS**

Unless the context indicates otherwise, the term “Buyer” refers to ACT The term “Supplier” refers to the entity named on the order and contracting with the Buyer. The term “Contract” can be taken to mean either (a) the purchase order or (b) the supply agreement, whichever is in place.

GENERAL TERMS AND CONDITIONS

1)Price: The prices stated on the order shall be held firm for the period and / or quantity unless specifically stated otherwise

2)Source of Instructions: The Supplier shall not seek nor accept instructions from any source external to ACT in relation to the performance of the contract.

3)Assignment: The Supplier shall not assign, transfer, sublet or subcontract the contract or any part thereof without the prior written consent of the Buyer.

4)Corruption: The Supplier shall not give, nor offer to give, anyone employed by the Buyer an inducement or gift that could be perceived by others to be a bribe. The Supplier agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing contracts

5) Confidentiality : All data, including but not limited to, maps, drawings, photographs, estimates, plans, reports and budgets that has been compiled by or received by the Supplier under the contract shall be the property of ACT and shall be treated as confidential. All such data should be delivered to the authorized officials representing the Buyer upon request.

5.1 The Supplier may not communicate at any time to any other person, government or authority external to ACT , any information that has been compiled through association with ACT which has not been made public except with written authorization from the Buyer. These obligations do not lapse upon termination of the contract

6)Use of Emblem or Name: Unless otherwise agreed in writing; the Supplier shall not advertise nor make public the fact that it is supplying goods or services to the Buyer, nor shall the Supplier in any way whatsoever use the name or emblem of ACT in connection with its business or otherwise.

7)Observance of Law: The Supplier shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the contract.

8)Force Majeure: The meaning of the term can be taken to mean acts of God, war (declared or not), invasion, revolution, insurrection or acts similar in nature or force.

8.1 In the event of and as soon as possible after the occurrence of any cause deemed *force majeure*, the Supplier must inform the Buyer of the full particulars in writing. If the Supplier is rendered unable either in part or in whole to perform its obligations then the Buyer shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances.

8.2 If the Supplier is permanently rendered incapable in whole or part by reason of *force majeure* to complete its obligations and responsibilities under the contract then the Buyer will have the right to suspend or terminate the contract on the same terms and conditions laid out in section 9, Cancellation

9) Cancellation: The Buyer reserves the right to cancel the contract should it suspend its activities or through changes to its mandate by virtue of the Management of ACT and/or lack of funding. In such a case the Supplier shall be reimbursed by ACT for all reasonable costs incurred by the Supplier, including all materials satisfactory delivered and conforming to specification and terms of contract, prior to receipt of the termination notice.

9.1 Should the supplier encounter solvency problems including, but not limited to, bankruptcy, liquidation, receivership and similar, the buyer reserves the right to terminate the contract immediately without prejudice to any other right or remedy it may have under the terms of these conditions

10)Warranty: The Supplier shall provide the Buyer with all manufacturers' warranties. The supplier warrants that all goods supplied in relation to the contract meets specification, is defect free and is fit for the purpose of the intended use. If, during the warranty period, the goods are found to be defective or non- conforming to specification, the Supplier shall promptly rectify the defect. If the defect is permanent then at the choice of the Buyer the Supplier will either replace the item at their cost or reimburse the Buyer.

11)Loss and Indemnity: The Supplier shall compensate the Buyer in full on demand for all loss, damage or injury to the Buyer which results from the Suppliers failure to comply with the Contract (whether negligent or otherwise).

12)Insurance: The Supplier shall be at all times fully insured with a reputable insurer against all insurable liability under the Contract.

13)Inspection and Test: The Supplier must inspect the goods prior to dispatch to ensure conformance to specification and/or any other provisions of the contract. The Buyer reserves the right to inspect the goods for compliance with specifications and provisions of the contract. If, in the Buyers' opinion, the goods and/or services do not comply with the specification, the Buyer will inform the Supplier in writing. In such a case the Supplier shall take the necessary action to ensure compliance, liability for any additional cost incurred for rectifying compliance will rest with the Supplier

14)Changes: The Buyer reserves the right to make reasonable changes at any time to the

specification, drawings, plans, quantity, packing instructions, destination, or delivery instruction. If any such change affects the price of goods or performance of service the Supplier and Buyer may negotiate an equitable adjustment to the contract, provided that the Supplier claims for adjustments in writing to the Buyer within 3 days from being notified of any change

15)Export License: If an export license or licenses are required for the goods, the Supplier has the responsibility to obtain that license or licenses

16)Payment Terms: Unless otherwise agreed, payment terms will be 10 working days from the receipt of goods and invoice

17)Ethics: The nature of ACT operations necessitates that the Supplier must maintain ethical and moral standards including but not limited to, no discrimination on the basis of race, gender, religion or age, avoidance of materials/services provided with the use of slavery including child labor. Failure to maintain such standards, in the opinion of the buyer, may result in termination of the business relationship between the Buyer and Supplier

18)Rights of ACT : Should the Supplier fail to perform under the terms and conditions of the contract, including but not limited to failing to obtain export licenses or to make delivery of all or part of the goods by the agreed

Delivery date(s), the Buyer may, after giving reasonable notice to the Supplier, exercise one or more of the following rights:

Procure all or part of the goods from an alternate source, in which event the Buyer may hold the Supplier liable for additional costs incurred.

Refuse to accept all or part of the goods. Terminate the contract

19)No Agency: This order does not create a partnership between the Buyer and Supplier or make one party the agent for the other for any purpose.

20)Severability: If any provision in this Agreement is deemed to be, or becomes invalid, illegal, void or unenforceable under applicable law, such provision will be deemed amended to conform to applicable law so as to become valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be deleted, but the validity, legality and enforceability of the remaining provisions of this Agreement shall not be impaired or affected in any way.

21)Jurisdiction Clause: The Contract shall be governed by Pakistani law and the Supplier consents to the exclusive jurisdiction of the Pakistani courts in all matters regarding it except to the extent that the Buyer invokes the jurisdiction of the courts of any other country.

22)Waivers and Variations:

22.1 A failure to exercise or delay in exercising a right or remedy provided by the Contract or

by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by the Contract or by law prevents further exercise of the right or remedy or the exercise of another right or remedy

22.2 No variation of the Contract shall be effective unless it is made in writing and signed by each of the parties.

23) Service of Notices

23.1 Any notice given under the Contract shall be in writing and may be served:

Personally;

By registered or recorded delivery mail;

By facsimile transmission (confirmed by post);

By any other means which any party specifies by notice to the others

23.2 Each party's address for the service of notice shall be at their registered address or such other address as specified by notice to the others.

23.3 A notice shall be deemed to have been served:

If it was served in person, at the time of service;

If it was served by post, 48 hours after it was posted; and

If it was served by facsimile transmission, at the time of transmission.

ACT Ethical Purchasing Policy

ACT seeks to purchase goods and services which:

Are produced and delivered under conditions that do not involve the abuse or exploitation of any persons.

Have the least negative impact on the environment

Regarding the required Code of Conduct for Suppliers, this is summarized as follows

Employment is freely chosen.

The rights of staff to freedom of association and to collective bargaining are respected.

Working conditions are safe and hygienic. No exploitation of children.

Wages paid are adequate to cover the cost of a reasonable living. Working hours are not excessive.

No discrimination is practiced.

Regular employment is provided.

No harsh or inhumane treatment of staff is allowed