**TERMS & CONDITIONS OF PURCHASE**

1. **Definitions and Interpretation**

These terms and conditions ("**Conditions**") provide the basis of the contract between the supplier ("**Supplier**") and Save the Children International (the "**Customer**"), in relation to the purchase order ("**Order**") (the Order and the Conditions are together referred to as the "**Contract**"). All references in these terms and conditions to defined terms - Goods, Services, Prices and Delivery - refer to the relevant provisions of the Order.

1. **Quality and Defects**
   1. The Goods and the Services shall, as appropriate:
2. correspond with their description in the Order and any applicable specification;
3. comply with all applicable statutory and regulatory requirements;
4. be of the highest quality and fit for any purposes held out by the Supplier or made known to the Supplier by the Customer;
5. be free from defects in design, material, workmanship and installation;
6. be performed with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.
   1. The Customer (including its representatives or agents) reserves the right at any time to audit the Supplier’s records, inspect work being undertaken in relation to the supply of the Goods and Services and, in the case of Goods, to test them.
7. **Ethical Standards**
   1. The Supplier shall observe the highest ethical standards during the performance of its obligations under this Contract including international labour standards promoted by the International Labour Organisation specifically in the areas of child labour and forced labour.
   2. The Supplier, its suppliers and sub-contractors shall comply with all environmental statutory and regulatory requirements and shall not in any way be involved in (a) the manufacture or sale of arms or have any business relations with armed groups or governments for any war related purpose; or (b) terrorism, including checking its staff, suppliers and sub-contractors against the following sanctions lists: UK Treasury List, EC List, OFAC List and US Treasury List.
   3. The Supplier shall comply with the following Customer Policies, which are available upon request: Child Safeguarding; and Anti-Bribery and Corruption.
8. **Delivery / Performance**
   1. The Goods shall be delivered to, and the Services shall be performed at the address and on the date or within the period stated in the Order, and in either case during the Customer's usual business hours, except where otherwise agreed in the Order. Time shall be of the essence in respect of this Condition 4.1.
   2. Where the date of delivery of the Goods or of performance of Services is to be specified after issue of the Order, the Supplier shall give the Customer reasonable written notice of the specified date.
   3. Delivery of the goods shall take place and title in the Goods will pass on the completion of the physical transfer of the goods from the Supplier or its agents to the Customer or its agents at the address specified in the Order.
   4. Risk of damage to or loss of the Goods shall pass to the Customer in accordance with the relevant provisions of Incoterms rules as in force at the date the Contract is made or, where Incoterms do not apply, risk in the Goods shall pass to the Customer on completion of delivery.
   5. The Customer shall not be deemed to have accepted any Goods or Services until the Customer has had reasonable time to inspect them following delivery and/or performance by the Supplier.
   6. The Customer shall be entitled to reject any Goods delivered or Services supplied which are not in accordance with the Contract. If any Goods or Services are so rejected, at the Customer’s option, the Supplier shall forthwith re-supply substitute Goods or Services which conform with the Contract. Alternatively, the Customer may cancel the Contract and return any rejected Goods to the Supplier at the Supplier's risk and expense.
9. **Indemnity**

The Supplier shall indemnify the Customer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Customer as a result of or in connection with any act or omission of the Supplier or its employees, agents or sub-contractors in performing its obligations under this Contract, and any claims made against the Customer by third parties (including claims for death, personal injury or damage to property) arising out of, or in connection with, the supply of the Goods or Services.

1. **Price and Payment**

Payment in arrears will be made as set out in the Order and the Customer shall be entitled to off-set against the price set out in the Order all sums owed to the Customer by the Supplier.

1. **Termination**
   1. The Customer may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least fifteen days’ written notice.
   2. The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if the Supplier:
2. becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or
3. is in material breach of its obligations under the Contract or is in breach of its obligations and fails to remedy such breach within 14 days of written request from the Customer.
   1. In the event of termination, all existing purchase orders must be completed.
4. **Supplier's Warranties**
   1. The Supplier warrants to the Customer that:
5. it has all necessary internal authorisations and all authorisations from all relevant third parties to enable it to supply the Goods and the Services without infringing any applicable law, regulation, code or practice or any third party’s rights;
6. it will not and will procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Customer; and
7. the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standard of quality as it is reasonable for the Customer to expect in all the circumstances.
8. **Force majeure**
   1. Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by an event that is beyond that party's reasonable control (a "**Force Majeure Event**") provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.
   2. If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 14 days, the Customer may terminate the Contract immediately by giving written notice to the Supplier.
9. **General**
   1. The Supplier shall not use the Customer’s name, branding or logo other than in accordance with the Customer's written instructions or authorisation.
   2. The Supplier shall not share, publicize, reveal, expose any information related to this Contract and/or about the Customer and its representatives, partners, operations, even after Contract period. Supplier’s negligence also constitutes breach of this clause.
   3. The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract without the Customer’s prior written consent.
   4. Any notice under or in connection with the Contract shall be given in writing to the address specified in the Order or to such other address as shall be notified from time to time. For the purposes of this Condition, "writing" shall include e-mails and faxes.
   5. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
   6. Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.
   7. The Contract shall be governed by and construed in accordance with Lebanese law. The parties irrevocably submit to the exclusive jurisdiction of the courts of Lebanon to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation. However, efforts will be made by both parties to resolve amicably any dispute arising out of this Contract
   8. A person who is not a party to the Contract shall not have any rights under or in connection with it.



**CODE OF CONDUCT FOR IAPG AGENCIES AND SUPPLIERS**

Suppliers and manufacturers to Non Governmental Organisations (NGO’s) should be aware of the Code of Conduct initiatives that the Inter-Agency Procurement Group (IAPG) support. This information is to advise you, our suppliers, of the Corporate Social Responsibility (CSR) element in our supplier relationships.

* Goods and services purchased are produced and developed under conditions that do not involve the abuse or exploitation of any persons.
* Goods produced and delivered by organisations subscribe to no exploitation of children
* Goods produced and manufactured have the least impact on the environment

**Code of Conduct for Suppliers:**

Goods and services are produced and delivered under conditions where:

* Employment is freely chosen
* The rights of staff to freedom of association and collective bargaining are respected.
* Living wages are paid
* There is no exploitation of children
* Working conditions are safe and hygienic
* Working hours are not excessive
* No discrimination is practised
* Regular employment is provided
* No harsh or inhumane treatment of staff is allowed.

**Environmental Standards:**

Suppliers should as a minimum comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas to be considered are:

* Waste Management
* Packaging and Paper
* Conservation
* Energy Use
* Sustainability

**Business Behaviour:**

IAPG members will seek alternative sources where the conduct of suppliers demonstrably violates anyone’s basic human rights, and there is no willingness to address the situation within a reasonable timeframe.

IAPG members will seek alternative sources where companies in the supply chain are involved in the manufacture of arms or the sale of arms to governments which systematically violate the human rights of their citizens.

**Qualifications to the statement**

Where speed of deployment is essential in saving lives, IAPG members will purchase necessary goods and services from the most appropriate available source.

**Disclaimer**

This Code of Conduct does not supersede IAPG Members’ individual Codes of Conduct. Suppliers are recommended to check the Agencies’ own websites.

I acknowledge understanding of IAPG Code of Conduct and commit to upholding all related standards of behaviour.

Name: Signature: Date: