

TRINIDAD AND TOBAGO BUREAU OF STANDARDS (TTBS)
PURCHASE ORDER TERMS AND CONDITIONS

1. **General:** This Purchase Order is an offer by Trinidad & Tobago Bureau of Standards ("Buyer") to the seller ("Seller") listed on the accompanying Purchase Order. Acceptance of the Purchase Order by the "Seller" is limited to its provisions without additions, deletions, or other modifications. The Buyer will not be responsible for goods or services delivered without the issuance of the standard Purchase Order.
2. **Acceptance:** This Purchase Order is limited to the terms and conditions: (i) specified herein; and (ii) if applicable, specified in Buyer's written agreement with Seller. The Seller, by the acceptance of this Purchase Order accepts, all the terms and conditions hereof. These terms and conditions supersede and take precedence over any previous verbal or written arrangements in connection with this Purchase Order, subject to (ii) above. Any deletions, modifications, alterations of, or additions to the terms and conditions of the Order to be binding shall be in writing, specified by the Buyer in the Order, and shall be attached to this Purchase Order.
3. **Price/Payment Terms:** Prices for the Goods and/or Services will be set out in the applicable Purchase Order. Price increases or charges not expressly set out in the Purchase Order shall not be recognised unless agreed to in advance in writing by the Buyer.
4. **Changes to Purchase Order:** The Buyer reserves the right, at any time, to make changes to this Purchase Order. In the event of any change to the cost, the Seller shall notify the Buyer thereof in writing and obtain written approval before proceeding with this transaction.
5. **Inspection and Rejection:** The goods and services are subject to inspection and acceptance by the Buyer at any time and place. If the goods and services are found not to be in accordance with all of the Purchase Order details and any relevant contract or framework agreement. In the event of the goods or service not meeting the agreed specifications, the Buyer reserves the right to reject and return goods to the Seller at the Seller's expense. The Seller bears all risks as to rejected goods and services. The Seller is liable to reimburse the Buyer for all relevant costs incurred associated with the rejected goods and services.
6. **Delivery of Goods and Services:** The Seller agrees to supply and deliver the Goods to the Buyer and to perform the Services, as applicable, on the terms set out in this Agreement.
 - 6.1. The Seller shall, at its own expense, deliver the goods and or services as specified in the Purchase Order and, where applicable, the contract or framework agreement. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in the applicable Purchase Order or otherwise agreed to in writing by the Buyer.
 - 6.2. Goods must be delivered and Services performed by the agreed delivery date. The Seller must notify the Buyer within a reasonable timeframe if they are unable to meet the agreed delivery date. In this case or in the event of no notification, the Buyer has the right to cancel the Purchase Order.
 - 6.3. Title and risk of loss or damage shall pass to the Buyer upon receipt of Goods by an authorised agent at the Delivery Point, evidenced by a signed Delivery Note. The Buyer has no obligation to obtain insurance while Goods are in transit from the Seller to the delivery point.
 - 6.4. The Seller shall follow all instructions of the Buyer and cooperate with the Buyer's customs broker as directed by the Buyer (including by providing requested shipping documentation) with respect to all Goods that originate from sources or suppliers based outside Trinidad and Tobago. The Seller shall comply with all the requirements of the requisite border agency (or any successor organization) with respect to the importation of Goods from outside Trinidad and Tobago.
7. **Invoicing:** The Seller will issue all invoices on a timely basis. All invoices delivered by the Seller must meet the Buyer's requirements and, at a minimum, shall reference the applicable Purchase Order number. Provided, that the invoice is consistent with the Purchase Order, the Buyer will settle as per previously negotiated credit terms.
8. **Taxes:** Any statutory related tax that is imposed upon the Seller by any governmental authority and included by the Seller in the price shall be separately stated on Seller's invoice(s).
9. **Warranty:** This warranty must be stated on the approved quotation, contract or framework agreement.
10. **Hazardous Materials:** The Seller agrees to provide, upon and as requested by the Buyer, the Material Safety Data Sheets or equivalent for any goods or services being procured.
11. **Governing Law:** The laws of the Republic of Trinidad and Tobago applicable shall govern this Agreement therein. The parties irrevocably submit to the jurisdiction of the courts in Trinidad and Tobago, which will have non-exclusive jurisdiction over any matter arising out of this Agreement.

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12. **Compliance with Laws:** By the Acceptance of this Order, Seller represents that it has and will continue during the performance of this order to comply with the provisions of all applicable laws, regulations, standards, and codes.
13. **Confidentiality:** The Seller shall safeguard and keep confidential any and all information relating to the Buyer obtained by it or provided to it by the Buyer in connection with this Agreement, and shall use such information only for the purposes of carrying out its obligations under this Agreement.
14. **Intellectual Property Rights:** All Intellectual Property Rights in and to each Deliverable shall vest in the Buyer free and clear of all liens and encumbrances on receipt of payment by the Supplier for each Deliverable. To the extent that any deliverables contain any intellectual property of the Seller, the Seller hereby grants to the Buyer a worldwide, royalty-free, non-exclusive, perpetual license to use, copy, modify and distribute such intellectual property as part of the deliverables unless specific agreements related to intellectual property of the Seller are negotiated with the Buyer. The Seller agrees to provide to the Buyer all assistance reasonably requested by the Buyer to perfect the rights described herein, including obtaining all assignments and waivers of moral rights necessary or appropriate to vest the entire right, title and interest in such materials in the Buyer and its successors and assigns.
15. **Indemnification:** Except for damages caused by the negligence of the Buyer, the Seller shall defend, indemnify and hold the Buyer harmless from all claims, actions, demands, loss and cases of action arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of Supplier.
16. **Limitation of Liability:** Except for the Seller's obligations under section 14, and except for damages that are the result of the gross negligence or wilful misconduct of a party, in no event will either party be liable to the other party or any other person for any indirect, incidental, consequential, or punitive damages, including any lost profits, data, goodwill, or business opportunity for any matter relating to this agreement.
17. **Waiver:** No waiver of any provision of this Agreement shall be enforceable against that party unless it is in writing and signed by that party.
18. **Force majeure:** The Buyer and the Seller are each excused from performance of the affected part of an obligation of the contract while performance is prevented by a force majeure event unless the event was contributed to by the fault of the party or was due to circumstances that could have been avoided or mitigated by the exercise of reasonable diligence.
19. **Termination:** The Buyer may at its sole option, terminate this Purchase Order in whole or in part, without penalty or compensation upon a ten (10) calendar days written notice served to the Seller. The Buyer will pay the Seller for the goods and services satisfactorily provided and accepted by the Buyer to the effective date of termination. The termination of this order shall discharge any further obligations of either party.
20. **Bribery:** The Seller agrees not to offer or give to any person, any bribe, gift, gratuity or commission as an inducement or reward for doing or forbearing to do, any action in relation to any tender, proceedings, award or contract with the Buyer or for showing or forbearing to show favour or disfavour to any person in relation to any tender, proceeding, award or contract.
 - 20.1. If the Seller or any of its sub-contractors, officers, employees, agents or servants give or offer to give any person any bribe, gift, gratuity or commission as an inducement or reward for : -
 - i) doing or forbearing to do action in relation to the Seller or any contract with the Buyer; or
 - ii) showing or forbearing to show favour or disfavour to any person in relation to the Seller or to any contract with Buyer,then Trinidad & Tobago Bureau of Standards may, after having given ten (10) days' written notice to the Seller, terminate or cancel the PO.