

PURCHASE ORDER

PO number and Internal Ref # must appear on all packing slips, shipping documents, packages and invoices

AKE-566568

Internal Ref:

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Purchase Order Date: 31 Jul
2019



World Vision

SUPPLIER:

TECHSAVANNA COMPANY LIMITED
TECHSAVANNA COMPANY LIMITED
10306 WESTLANDS, NAIROBI 00100
Kenya

SHIP-TO:

National Office - Karen 133
Nairobi, 502 Kenya
Attn: Anne mbotela

BILL-TO:

procurementkenya@wvi.org

PAYMENT TERMS:	CURRENCY:	SHIPPING TERMS:	EST SHIPPING DATE:	EST DELIVERY DATE:
07D	USD			

LN	Qty	Description	Need By	Price / Unit (USD)	Extended Total (USD)
1		Savanna -ERP	26 Jul 2019	83,000	83,000
				Total	83,000

ADDITIONAL COMMENTS	
PURCHASE ORDER ACCEPTANCE	The prices, specifications and conditions stated in this Purchase Order are hereby accepted. This agreement includes all terms and conditions printed on the reverse side hereof. If Seller does not acknowledge receipt of this order to Purchaser within three (3) days of the date of this order, Seller will be deemed to have accepted all prices, specifications, terms and conditions set forth in this Purchase Order. Any terms referenced on this Purchase Order supercede those terms and conditions referenced on the attached.

TERMS AND CONDITIONS

1. ACCEPTANCE:

A. This order is purchaser's offer to purchase the goods or services described hereof from Seller purchaser's placement this order with Seller is expressly conditioned upon Sellers acceptance of all the terms and conditions of purchase contained on or attached to this order.

B. Any additional or different terms or conditions which may appear in any communication from Seller are hereby expressly objected to and shall not be effective or binding unless specifically agreed to in writing, by purchaser's purchasing department and no such additional or different terms or condition in any printed form of Seller shall become a part of this contract despite purchaser's acceptance of goods or services. Unless such acceptance specifically recognises and assents to their and assents to their inclusion. No substitution of goods or services as identified on the face of this order may occur without the written consent of purchaser.

C. Any objection by Seller to the terms and conditions hereof shall be ineffective unless purchaser is advised in writing thereof within ten (10) day s of the date of this order.

2. PRICE:

This order shall not be filled at prices higher than those shown on this order unless increased prices have been authorized in writing by the purchaser. Seller warrant that the prices to be charged for goods or services ordered herein are not in excess of prices charged to other customers similarly situated for similar quantities of goods of the like quality.

3. QUALITY, QUANTITY:

In the event no quality is specified on the face hereof, the goods delivered and/or services rendered hereunder must be of the best quality as defined within the market. The quantity of goods indicated on the face hereof must not be exceeded without a written approval of purchase prior to shipment. All services must be performed in a timely, competent professional and non negligent manner.

4. ORDER NUMBER:

The order number shown on this order shall be shown on all invoices, communications, packing lists, containers and bills of lading.

5. PACKING AND PACKING LIST:

No charge will be paid by purchaser for packing, boxing, or cartage unless specified on the face hereof. Loss of or damage to any goods not packed in such a manner as to ensure proper protection to same shall be borne by Seller. Each package of goods shipped must contain a memorandum showing shippers name, content of package and the purchase order number on the hereof. A copy of this bill of lading invoice, etc. shall be sent to the purchaser at address referenced on face of this order as well as to the destination point, if different than purchaser, at any time of shipment.

6. SHIPPING INSTRUCTIONS:

All goods are to be shipped freight prepaid, F.O.B., destination, unless otherwise stated. Where purchaser has so authorized in writing prior to shipment, goods may be shipped F.B.O. shipping point, but Seller shall prepay all shipping charges, route the goods by cheapest common carrier, or the carrier specified, and list said charges as a separate item on Seller's invoice. Each invoice for shipping charges shall be accompanied by the original or a copy of the bill indicating that such charges have been paid. All shipments require the purchase order number on this order to be printed on the Seller's shipping documentation. Failure to follow these instructions may result in the shipment being returned at Seller's expense.

7. DELIVERY:

Time is of the essence and delivery shall be strictly in accordance with the schedule set forth in the Purchase Order. Delays in shipments shall be reported immediately by Seller to Purchaser. Purchaser reserves the right to cancel this Purchase Order in whole or in part if Seller should fail to make deliveries in accordance with the terms of the Purchase Order or any corporate purchase agreement referenced therein.

8. DEFECTIVE WORK:

If any of the goods or services are defective in material or workmanship or otherwise not in conformity with the requirements this order, Purchaser shall have the right to either reject or to require their correction and to return them at Seller's risk and expense, including transportation costs both ways.

9. PAYMENT TERMS:

A. Invoices in duplicate shall be mailed and shall be subject to payment in accordance with discount terms or, if no discount is offered, within thirty (30) days after final acceptance at final destination of the goods or services invoiced.

B. Any adjustments in Seller's invoice due to shortages, late deliveries rejection or other failure to comply with the requirements of this order may, at purchaser's option, be made by purchaser before payment, but failure to do so shall not deprive purchaser right of the right to do so thereafter.

C. Purchaser will remit payment to Seller by mail or ask the seller to come and collect the cheque from World Vision Offices. All payment will be made in USD. Currency unless specified hereof.

D. Purchaser may effect withhold 10% from final invoice to ensure goods / equipment and all necessary documentation have been properly performed.

10. CASH DISCOUNTS:

In connection with any cash discount specified on this purchase order time will be computed from the date of complete delivery of the goods or equipment or complete performance of services, as specified or from date correct invoices are received in the purchasers Account department if the latter date is late than the date of delivery or performance. For the purpose of earning the discount, payment is deep to be made of the date of mailing of purchaser's check.

11. TAXES:

A. Seller shall indicate all applicable sales, use or Kenya excise taxes on Seller's invoice as a separate item.

B. If Seller is outside Kenya and collects use tax, Seller must state the tax as a separate item, if the purchaser is to remit the tax.

C. If Seller is outside, the Kenya Seller is required to bear the costs of all taxes within Seller's country, present and future, including export and transportation taxes.

12. CANCELLATION/DEFAULT:

Purchaser may cancel this order in whole or in part up at any time by written notice to Seller specifying effective date and extent of such cancellation. Purchaser may also choose by written notice of default to Seller to cancel the whole or any part of this order or exercise any of the following circumstances:

A. Seller fails to make delivery of the goods or to perform the services within the time specified herein of any extension thereof.

B. In purchaser's good faith judgement, Seller fails to perform any of the other provisions of this order or by an act of commission or omission jeopardizes performance of this order in accordance with its terms and does not cure such failure within a period of ten (10) days, of such longer period as purchaser may authorize, in writing after receipt of notice from purchaser specifying such failure.

C. Seller is in breach of any of the terms or conditions of this order or,

D. Seller becomes insolvent or makes an assignment for the benefit of creditor or there is instituted by or against Seller any proceeding under any bankruptcy reorganization arrangement, readjustment or debt or insolvency law of any jurisdiction or the appointment of a receiver or trustee in respect to any of Seller's property and such proceeding is not dismissed or cured within (30) days.

13. CHANGES:

Purchaser may at any time make changes or amendments in the specifications contained in the purchase order but no such change or amendment will be allowed without the written authorisation of purchaser's purchasing manager or buyer. Purchaser may also make changes in the method of shipping for packing and place of delivery by means of written

communication or, if accepted by Seller, verbal communication prior to shipment. If any such change affects cost or delivery schedules of this order an equitable adjustment shall be made provided Seller makes a written claim therefore within thirty (30) days from the date of Purchaser's written notification.

14. COMPLIANCE WITH LAWS:

Seller warrants that all equipment, goods, materials, services, supplies and other items supplied pursuant to this Purchase Order will comply with all applicable laws, ordinances and regulations. Unless otherwise expressly set forth herein, the laws of the State or Country in which the office issuing this Purchase Order is located shall apply to and govern the interpretation performance and enforcement of this Purchase Order.

15. INDEMNIFICATION; HOLD HARMLESS:

Seller hereby agrees to indemnify and hold harmless Purchaser, its subsidiaries and affiliates from and against any and all claims, losses, damages, expenses, penalties, causes of action and liabilities of whatever kind and nature including without limitation reasonable attorneys' fees, arising from or out of (i) any breach or alleged breach by Seller of any obligations or warranties, (ii) the furnishing by Seller of any goods or performance by Seller of any services or (iii) any other acts of omission, negligent or otherwise, of Seller, of its agents, employees, subcontractors, or guest, however caused in regards to this order.

16. ASSIGNMENT:

This Purchase Order shall not be assigned by Seller without the prior written consent of Purchaser. Any assignment of the Purchaser Order by Seller, in whole or in part, voluntarily, by operation of law, or otherwise, without the prior written consent of Purchaser, shall be void.

17. OWNERSHIP:

Seller hereby assigns to purchaser for the full copyright term all right, title, and interest in and to any written material created by Seller under this purchase order or any agreement between Seller and purchaser referenced therein. Seller also hereby assigns to purchaser all right title and interest in and to any other intellectual property rights created by Seller in the direct performance of services under this purchase order or any agreement between Seller and purchaser references therein.

18. CONTACT:

procurementkenya@wvi.org