

## ANEXO 2

### TÉRMINOS Y CONDICIONES DE LA ORDEN DE COMPRA

#### SPECIAL INSTRUCTIONS

Make sure the instructions detailed below are carefully followed in order to avoid possible delays and/or misunderstandings.

##### 1. PACKING

- a. Markings on boxes and documents: Repeat all information in box 2 labeled SHIP TO on the front of this document. Boxes to be numbered 1 of 5, 2 of 5, etc. corresponding exactly to PACKING LIST itemization.
- b. Prepare PACKING LIST showing weights, dimensions and contents of each box, attaching one copy to the outside and placing another inside of each container.

##### 2. SHIPPING

- a. Partial shipments NOT ACCEPTABLE.
- b. EXEMPT STATUS: Agreements in existence between the OAS and the member countries exempt the OAS from Consular Invoices, Import Licenses, and similar or, when required from paying fees relating thereto. If needed by the Embassy/Consulate of the country involved, you may cite the EXEMPT STATUS number.

##### 3. MAILING DOCUMENTS

- a. Negotiable shipping documents, with Packing List and copy of invoice to be mailed to Consignee as shown on the front page under box 2 with original invoices mailed to the GS/OAS as shown in box 3.
- b. MAILING ADDRESS: As shown in box 3 on front of this document.
- c. Refer on all your correspondence to our PURCHASE ORDER NUMBER.

##### 4. BILLING AND PAYMENT

- a. Prepared itemized invoices must correspond to our Purchase Order. Make sure to refer to our Purchase Order number in your invoice.
- b. PAYMENT WILL NOT BE MADE UNLESS the following is received by the GS/OAS at the address indicated in box 3 – BILL TO: 1) Original invoice. 2) Original or Airway Bill, Mail Certificate or ocean B/L. 3) Copy of letter transmitting copies of documents to consignee as shown in box 2 – SHIP TO: 4) Packing list. 5) Original Insurance Policy if applicable.
- c. PAYMENT: The GS/OAS will pay by US dollar check from Washington, D.C., after receipt of your itemized invoice in Original and three carbon copies supplemented by evidence of full shipment. If letter of Credit, bank commission will be for your account. **The GS/OAS will only pay for costs related to shipping, storage and/or moving of equipment/furniture, etc. up to ninety (90) days after goods have been delivered.**

#### CONDITIONS

If there are any reference documents mentioned herein they shall have the same force and effect as part of this Agreement.

- a) **TAX EXEMPTION:** The price shall reflect any tax exemption to which the GS/OAS is entitled to by reason of the privileges and immunities it enjoys. In any case, no Federal, State, or Local taxes shall be included in the amount billed.

b) **WARRANTY AND CERTIFICATION:** Delivery of goods and/or services pursuant to this Agreement shall constitute certification that, subject to the terms and conditions of this Agreement, the bill for said goods and/or services will be correct and just, (for which payment thereof has not been previously received) that all statutory requirements as to U.S. productions and labor standards, and all conditions of purchase applicable to the transactions have been complied with. The supplier hereon is giving an express warranty that the goods and/or services shall conform to the description given herein.

c) **INSPECTION:** The GS/OAS reserves the right to inspect the supplies called for under the contract at any time and the supplier will afford every facility for such inspections.

d) **PACKING:** The supplier will pack the goods with the appropriate material and with care in accordance with the normal commercial standards of export packing for the type of merchandise. Such packing material used must be adequate to safeguard the goods while in transit. The supplier will be responsible for any damage or loss, which can be shown to have resulted from faulty or inadequate packing.

e) **DELIVERY WITHOUT PURCHASE ORDER:** Merchandise shipped or delivered without a formal and approved written Purchase Order shall be at supplier's risk.

f) **FORCE MAJEURE:** Neither party to the contract shall be held responsible for delay in the fulfillment thereof due to force majeure, strikes, lockout, war, civil unrest, or other factors outside their control.

g) **DEFAULT:** If the supplier fails by breaching the terms of the Purchase Order or by delaying or slowing the execution or by any default in the performance of the Agreement, the GS/OAS reserves the right to stipulate one of the following settlements herein;

i) In the case, including but not limited to failure or refusal to make deliveries within the time specified, the GS/OAS by written notice terminate the right of the supplier to proceed with deliveries of such part or parts thereof as to which there has been default.

ii) In the case of any damages, to deduct from the GS/OAS payments any damages incurred through any breach of contract or default in the supplier's performance under this Agreement.

iii) The supplier herein will be responsible for damages that may be awarded to third parties due to breach of contract or to delay or negligence in execution of the Agreement. The GS/OAS will give the supplier notice of any breach of contract. In addition, the GS/OAS must also notify in advance the supplier of its intention to deduct damages from the full price.

h) **TRANSFERENCE:** This Agreement shall be nontransferable unless the GS/OAS accepts the transfer in writing prior to the effective date of transfer.

i) **CONFIDENTIALITY AND ADVERTISEMENT:** (i) The supplier shall not disclose any confidential information obtained in the performance of this Agreement. (ii) The supplier shall not advertise the fact that such supplier is a supplier to the GS/OAS or the OAS or any other Organization of the OAS. (iii) Also, the supplier shall in no other manner whatsoever use the name, emblem, or official seal of the GS/OAS or the OAS or any abbreviation of the name of the OAS or any other Organization in connection with its business or otherwise.

j) **DISPUTE RESOLUTION** If any controversy, claim or dispute arises between the Parties which is related in any way to the performance or interpretation of this Contract, or any breach thereof, or concerns any other matter in connection with this Contract which cannot be settled by amicable agreement, then upon either Party giving written notice of the difference or dispute to the other, the matter shall be resolved by submitting the matter to the Inter-American Commercial Arbitration Commission for final and binding arbitration in accordance with its rules and the law applicable to the substance of the dispute which shall be the law of the District of Columbia. The language of the

arbitral proceedings shall be English, and the place of arbitration shall be Washington, D.C. The award rendered by the arbitration shall be final and binding upon the parties. A demand for arbitration shall be filed in writing with the other party to this Contract and with the Inter-American Commercial Arbitration Commission. The demand shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matters in questions would be barred by the applicable statutes of limitations.

k) **PRIVILEGES AND IMMUNITIES** Nothing in this Agreement shall constitute an agreement by the GS/OAS, to waive its privileges and immunities under the Laws of the United States or its Headquarters Agreement with the Government of the United States. This Agreement shall be governed by the laws of the District of Columbia, U.S.A.