# CONTRACT FOR SUPPLY OF GOODS

This Contract for the supply of goods (“Contract”) is entered between the [Ministry of Internal Affairs] of the Republic of Kiribati, with its office at the address stated in Article 3 (hereinafter referred to as “Buyer”) and [name of Supplier] with address as stated in Article 3 (hereinafter referred to as “Supplier”), and together with the Buyer, each a “Party” and collectively “the Parties”).

WHEREAS the Buyer wishes to purchase from the Supplier, and the Supplier is willing to supply to the Buyer, the Goods as more fully defined hereinafter;

WHEREAS the Supplier is ready and willing to accept this Contract with the Buyer on the said terms and conditions;

NOW, THEREFORE, the Parties hereby agree as follows:

## Article 1. Supply of Goods

The Supplier shall deliver the goods described in Annex A “Conditions for Supply of Goods” (the “Goods”) on the delivery date or dates (“Delivery Date or Dates”) and in accordance with the technical specifications and other conditions set out in Annex A and shall remedy defects therein in conformity in all respects with the provisions of this Contract.

## Article 2. Payment

1. The Buyer shall pay the Supplier for the Goods provided in accordance with the terms of this Contract a total amount of AU$ [insert amount] (the “Contract Amount”).
2. Upon submission of an appropriate invoice by the Supplier in accordance with Annex B, Clause G-1 “Rules for the Preparation of Invoices”, the Contract Amount shall be paid in AU$ [in a lump sum / in accordance with the following payment schedule:

Payment Schedule:

1st: (…)

2nd: (…)

3rd: (…)]

1. Final payment will be made upon acceptance of the Goods in accordance with Clause G-6(c) of the General Conditions of Contract attached as Annex B.
2. The Supplier shall have sole responsibility for (i) the payment of all taxes, including any indirect taxes and value-added taxes (VAT) arising out of or in connection with the Contract, whether paid as part of the Contract Amount or not, and (ii) the filing of any required tax returns or other information related thereto with the relevant tax authorities. If any tax must be paid by the Buyer on account of any payment hereunder, the amount of any such tax shall be deducted from the amount payable by the Buyer to the Supplier.
3. Payment shall be made to the account of the Supplier as specified in Annex B, Clause G-1.

## Article 3. Official Addresses for Notices and Requests

Any notice or request under this Contract shall be in writing. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail or e-mail to the party to which it is required to be given or made at such party's address specified below:

### For the Buyer:

|  |  |
| --- | --- |
| Address |  |
| Country: | Republic of Kiribati |
| Attention: | **[authorized representative]** |
| e-mail: |  |
| Phone: |  |

### For the Supplier:

|  |  |
| --- | --- |
| Address |  |
| Country: |  |
| Attention: | **[authorized representative]** |
| e-mail: |  |
| Phone: |  |

## Article 4. Rights and Obligations of the Supplier

The rights and obligations of the Supplier are strictly limited to the terms and conditions of the Contract, including the General Conditions of Contract attached as Annex B, which together with Annex A, form an integral part of the Contract. Accordingly, the Supplier shall not be entitled to any payment except as expressly provided in this Contract.

## Article 5. Effectiveness

This Contract shall become effective upon due execution by both parties and shall continue in full force and effect until the earlier of (i) complete performance of the Supplier’s obligations under the Contract, including warranty obligations, and all payments therefor, or (ii) termination of the Contract in accordance with Clause G-17 of the General Conditions of Contract.

## Article 6. Amending the Standard Terms and Conditions

*[in case it is agreed to amend any Standard Terms and Conditions, subject to approvals defined in the DOA – delete if not applicable]*

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IN WITNESS WHEREOF, the Parties hereto have executed this Contract.

**BUYER SUPPLIER**

|  |  |
| --- | --- |
| **Date** | **Date** |
| **Signature** | **Signature** |
| **Name** | **Name** |
| **Title** | **Title** |

**ANNEX A**

# CONDITIONS FOR SUPPLY OF GOODS

## Goods to be supplied

*detailed description of goods, quantity, technical specification etc.*

## Sustainability and environmental requirements

## Inspection and/or testing

*Details of the* *inspection and/or testing that the Buyer requires, if there are any*

## Securities

## Delivery date(s)

*delivery date(s)*

## Terms of Delivery

*DDP of Incoterms 2010 is recommended*

## Carrier nomination

## Documents to be provided

*such as invoice, packing lists, insurance documents etc*

*also product manuals, instructions, warranties, etc.*

## Packing requirements

## Other conditions