
DRAFT PURCHASE ORDER

SCOPE OF PURCHASE ORDER: BOSS Product Support-Gold - 3 Years extension,
located at IMF, Geilenkirchen, DE

The Contractor represents that he operates as ☐ an individual ☐ a non-profit organization
☐ a corporation incorporated inwill be filled in at time of contract award.

The Contractor agrees to perform all the services set forth in the list of services attached to the Terms and Conditions for the consideration stated herein. The rights and obligations of the parties to this Purchase Order shall be subject to and governed by the Terms and Conditions and the General Provisions. To the extent of any inconsistency between the Terms and Conditions or the General Provisions and any specifications or other provisions which are made a part of this purchase order, by reference or otherwise, the Terms and Conditions and the General Provisions shall control. To the extent of any inconsistency between the Terms and Conditions and the General Provisions, the Terms and Conditions shall control.

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This purchase order consists of:

- Terms and Conditions containing 26 parts
- NSPA General Provisions for Fixed Price Contracts (Services)
- Termination for Convenience of NSPA
- List of services

all of which are hereby made a part of the Purchase Order and incorporated herein by reference.

The following documents are available in the Internet under:

<https://www.nspa.nato.int/business/procurement/general-information>

- **NSPA General Provisions for Fixed-Price Contracts (Services)**
- **Termination for Convenience of NSPA**
- **NSPA Materiel Inspection and Shipping Report (MISR) NSPA Form 194 with relevant distribution instructions**

If you have no Internet access, please contact the undersigned and a printed copy of these documents will be forwarded to you

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Part 1 - Services to be furnished by the Contractor

1. The Contractor shall furnish to NSPA the services listed and priced in the attached document entitled "List services".

2. The pricing arrangements set forth in the "List of services" cover full and unconditional acceptance by the Contractor of all the requirements and conditions included in the purchase order. These pricing arrangements satisfy any and all expenses incurred by the Contractor for a satisfactory performance of the work required under the purchase order.

Part 2 - Pricing Warrant

The Contractor warrants that the prices included in this purchase order are for comparable services, quantities, terms and conditions equal to or less than those proposed or that would be proposed to the Contractor's most favored customer, including any other international organization or NATO member state government bodies.

Part 3 - Delivery Terms

1. The Contractor shall complete all services ordered under this purchase order, including supply of any required repair parts and materials within the contractual delivery date.

Part 4 - Place of Delivery

1. Inspection of the items delivered against this purchase order shall be performed in accordance with **Part 8 -** hereof at the Contractor's facility designated below for all items of work specified in the attached list of services.

Name of Contractor:

Address:

.....

(Paragraphs 1 to be completed at time of award)

Part 5 - Contractor Notice Regarding Late Delivery

In the event that the Contractor encounters difficulty in meeting the time limits specified for any service, he shall immediately notify NSPA in writing, giving pertinent details.

However, this data shall be for information only and shall not be construed as a waiver by NSPA of any time limit or of any rights or remedies provided under this Purchase Order.

Part 6 - Invoicing and Payment

1. One original invoice shall be submitted to the following address:

as PDF-document to :
CIMO@nspa.nato.int

OR as Hardcopy to :

NSPA
 CIMO OFFICE
 11 rue de la Gare
 L-8302 CAPELLEN

accompanied by the NSPA MISR duly completed as contractually called for and an evidence of delivery. Each invoice submitted and the attached MISR shall bear the purchase order reference number, and shall refer to the line items delivered. Faxed invoices will not be accepted for payment.

2. The following certificates shall be affixed to each invoice submitted for services, repair parts and other reimbursable costs:
 - a. All invoices:

"I certify that this invoice is correct and just, that payment has not been received and that the price is exclusive of all taxes and duties from which NSPA is exempted."

3. Payment

Payment for services performed by the Contractor under the terms of this purchase order shall be made in (bidder to specify currency) within (...) days with % prompt payment discount or (...) days net following receipt by NSPA of invoices duly certified, supported and substantiated as specified above.

(This paragraph will be completed at time of award)

NSPA will pay the net invoice amount and support the charges of its bank. All other charges will be for the Contractor.

The payments will be made to the account identified by the Contractor at time of registration to the NSPA Source file.

OR

The payment will be made by NSPA as follows:

- a. Full name and address of banker(s)
- b. Detailed bank account information as follows:
 - for EU countries: IBAN code plus BIC
 - for USA: bank account number(s) + ABA code (or SWIFT code)

- for Canada: bank account number(s) + bank code (5 digits) and branch code (3 digits)
- for any other country: bank account number(s) plus any country-specific codes, if applicable.

Part 7 - Liquidated Damages

1. If the Contractor fails to deliver within the time specified in the purchase order, he shall pay NSPA liquidated damages at the rate of 1 % for each full week of such delay but not more than a total of 10 % of the total price and/or total cost of the services not delivered on time.
2. Without prejudice to the final decision regarding the liquidated damages, NSPA shall be entitled to deduct imposed liquidated damages when paying invoices, even in the event that claims deriving from submitted invoices have been assigned or otherwise transferred to third parties. The total of the deductions made by NSPA pursuant to this clause will be considered as full and final satisfaction of all claims received out of late delivery of any service.
3. During a period of one year after delivery and acceptance of the services performed, NSPA shall have the right to claim liquidated damages even if such right is not reserved at the time when delivery is accepted.
4. The liquidated damages will not apply if the Contractor's failure to perform is due to causes beyond his control and without his fault or negligence.
5. Such causes may include but are not limited to: Acts of God or of the public enemy, acts of Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and failure of sub-contractors to perform due to such causes. If the Contractor is responsible for obtaining necessary export licenses / permits / DSP forms, he has to ensure that such requests are made in a timely manner so as to not delay shipment. Failure to do so will NOT be considered Force Majeure.
6. The foregoing provisions of this part apply only to delinquencies in deliveries and do not prejudice NSPA's rights under the provisions of the clause entitled "Default" of the General Provisions for Fixed Price Purchase Orders (Services).

Part 8 - Quality Control, Inspection and Acceptance

1. The Contractor is responsible for maintaining effective control of the quality of materiel and/or services. If the Contractor himself does not render the contracted services, he shall impose these quality requirements upon his sub-contractor.
2. In case where an AQAP is specified, the Contractor shall meet its requirements. The Contractor must provide a COC.

Part 9 - Permits and Customs Clearance Formalities

1. The Contractor warrants that he has or will obtain at no cost to NSPA all necessary licenses and permits required in connection with the purchase order; also that he will fully comply with all laws, decrees and regulations of the country or countries concerned during the performance of the purchase order, including the observance of all applicable rules and regulations governing the site on which work is to be performed.
2. All customs clearance formalities shall be performed by the Contractor at his cost. NSPA shall in no case be responsible for charges of any nature incurred by the Contractor in effecting such clearance or for any customs infraction committed by the Contractor in connection therewith. The Contractor shall be responsible for compliance with all applicable national import and export customs regulations and formalities, including payment of fees incident thereto and the posting of a customs bond, if required, and further, including all required licenses, customs declarations and other documentation, concerning the entry to and the exit from the Contractor's facility, of all items or materiel pertinent to the Contractor's performance under this purchase order.

Part 10 - Contractor Facilities and Capabilities

1. The Contractor warrants that he has suitable facilities available and that he has all necessary license rights, skilled personnel, technical orders, data, specifications, drawings, standard and special test equipment and tooling to enable him to comply with the requirements of this purchase order.
2. The Contractor warrants that the repair parts for the performance of the required services under this purchase order will be obtained from authorized sources. NSPA reserves the right to demand proof of compliance with this requirement.

Part 11 - Security

1. Not applicable.

Part 12 - Safety and Accident Prevention

1. In performing any work or services under this purchase order on premises which are under the direct control of NSPA's customers, the Contractor shall conform to all safety rules and requirements, and take such additional precautions as may be prescribed on such premises for safety and accident prevention purposes.
2. The Contractor agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor's personnel, NSPA's personnel and/or any third party, performing or in any way involved in the performance of this purchase order on such premises.

3. The Contractor is responsible for and must strictly comply with the safety and environmental provisions of the attached SOW, if any.

Part 13 - Scrap Control

1. Not applicable.

Part 14 - NSPA Representatives and Verification

1. Subject to prior notification, NSPA representatives will have reasonable access to the premises where the work required by the purchase order is being undertaken and to observe or inspect any work or test performed. Accordingly, the Contractor undertakes to permit such access to his own premises and to ensure that similar rights are included in the terms and conditions of all sub-contracts.
2. Upon NSPA request, the Contractor shall make available all relevant drawings, specifications, procedures, tools, measuring instruments, test equipment and records.

Part 15 - NSPA Furnished Property

1. Tools and Equipment

NSPA will not furnish any tools or equipment etc. All necessary tools and other materials must be supplied by the Contractor.

2. Repair Parts and Materials

All repair parts and materials required for the services under this purchase order shall be provided by the Contractor. He shall procure the repair parts from authorized sources at the best terms possible by obtaining price and delivery proposals in accordance with good procurement practice.

Part 16 - NSPA Property upon which work is to be performed

1. The term "NSPA Property upon which work is to be performed" as used in this part refers to those end-items or equipment, subject of this purchase order, furnished by NSPA for overhaul/modification.
2. The NSPA property upon which work is to be performed, under this part is to be considered as distinct from NSPA-furnished property to be used in the performance of such work. NSPA property upon which work is to be performed is hereby identified as:

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- the items listed in attached document entitled "List of services"
3. The Contractor's liability for NSPA property upon which work is to be performed shall be subject to the provisions of clause 12 of the General Provisions of this purchase order entitled "NSPA-Furnished Property". However, the end-items or equipment identified in paragraph 1 of this part shall not be considered as "property" or "NSPA-furnished property" within the meaning and for the purpose of any other paragraph of the clause of the General Provisions of this purchase order, entitled "NSPA-Furnished Property".
 4. Title to NSPA property upon which work is to be performed shall remain in NSPA. The Contractor shall protect such property in accordance with sound industrial practice. For the purpose of this part, it shall be assumed that title to NSPA property upon which work is to be performed is vested in NSPA even though it may, in actuality, be owned by one or more NSPA customers or NATO member states. NSPA shall at all reasonable times have access to the premises where such NSPA property is located.
 5. The Contractor shall maintain adequate property records of NSPA property upon which work is to be performed in accordance with the requirements of this purchase order.
 6. Except as otherwise provided in this purchase order, should the NSPA property upon which work is to be performed not be delivered to the Contractor by the time or times specified in the terms and conditions, NSPA shall upon timely written request by the Contractor, make a determination of the delay occasioned by the Contractor thereby, and shall equitably adjust the delivery or performance dates, or the purchase order price, or both, and any other contractual provision affected by such delay, in accordance with the procedures provided for by the clause in the General Provisions of this purchase order entitled "Changes".

Part 17 - Warranty

1. In connection with Clause 9 "Warranty" of the General Provisions hereof, the warranty period shall be 24 months after acceptance by NSPA.
2. In case a defective item is accepted by the Contractor for return and replacement / repair under the warranty conditions of this contract, the transportation costs for the defective item from NSPA's customer to the place where replacement and correction will be made and back to NSPA's customer, will be borne by the Contractor.

Part 18 - Sub-contracts

1. For the purpose of this clause, sub-contracts means orders to sub-contractors for the services required in the performance of this Purchase Order. Material and supplies acquired by the Contractor to perform this Purchase Order is governed by the Special Areas Clause of this Purchase Order.

2. The Contractor is solely responsible for the performance of the purchase order. No consent or approval by NSPA of any sub-contract or any provisions thereof shall be construed to be a determination of the acceptability of any sub-contract price or of any amount paid under any sub-contract or to relieve the Contractor of any responsibility for performing the purchase order in accordance with its terms and conditions, unless such approval or consent specifically provides otherwise.
3. The Contractor will inform NSPA of any change of sub-contractor(s) after contract award, prior to the commencement of the service to be subcontracted. In case a change of a sub-contractor is required after contract award, the Contractor shall provide all the necessary documentation and certifications of the proposed sub-contractor to NSPA for approval. Upon receipt of this information, the NSPA's technical authority (as nominated under PART (X) of this contract) will accept or reject the proposed sub-contractor and will provide the contractor with a written notification.
4. The Contractor shall not enter into any sub-contract with firms located outside NATO countries or having their legal residence outside NATO countries without the written approval of NSPA - Contracting Officer. Only in exceptional cases would NSPA consider such approval.
5. In order to ensure NSPA's rights under this purchase order the Contractor shall flow down the relevant requirements. i.e. those for which the Contractor has an obligation towards NSPA to any subcontract he will conclude.
6. Paragraphs 2 to 4 above are critical elements in the performance under this purchase order.

Part 19 - Intellectual Property Rights, Royalties and License Rights

1. The Contractor guarantees that he is in possession of all the necessary intellectual property rights in force in the countries where the items will be manufactured and / or services will be performed, under this contract and in other countries where the intellectual property rights are in force. The Contractor possesses any licenses necessary for the performance of this contract and made any other arrangements required to protect NSPA from any liability for intellectual property rights infringement in said countries. The Contractor will at his expense hold NSPA harmless and fully indemnify NSPA against all damages, costs, charges, expenses and the like arising from or incurred by any reason of any infringement or alleged infringement of intellectual property rights in consequence of the provision of the service and / or materiel.
2. The Contractor agrees to assure himself that the Original Equipment Manufacturer(s) (OEM) or any entitled third party have not retained any intellectual property rights, before he provides services and / or manufactures items under the contract. NSPA shall not be liable for intellectual property rights infringements as may be caused by the Contractor.
3. The Contractor confirms that no payments of royalties or fees for intellectual property rights will be claimed by the OEM or any entitled third party for the

services performed and / or materiel provided under this contract. In the event that such fees are claimed, the Contractor will bear any and all responsibility.

Part 20 - Termination for Convenience of NSPA

The provisions applicable to "Termination for Convenience of NSPA" are attached hereto and available in the Internet.

Part 21 - Reporting

1. Not applicable.

Part 22 - Notification of Changes

1. If at any time during the performance of this purchase order, the Contractor considers that he has been directed to change or deviate from, in any way, the terms and conditions and/or the scope of this purchase order, he shall notify the contracting officer immediately. This notification shall as a minimum contain a cost breakdown of the additional costs to be incurred by the Contractor if he would implement the change/deviation and the related impacts on the terms and conditions. This information must be provided to such level of detail to allow the contracting officer to provide a comprehensive response within 14 days after receipt of the notification from the Contractor.
2. Following the submission of this notification, the Contractor shall diligently continue performance of this purchase order to the maximum extent possible in accordance with its terms and conditions as originally agreed.
3. NSPA shall not bear any responsibility for work performed by the Contractor outside the purchase order scope and NSPA shall not compensate the Contractor in either time or money for such work not specifically authorized or requested by the contracting officer in writing and subsequently included in the purchase order through a Supplemental Agreement.
4. Consequently, the Contractor cannot claim additional money and/or time for work performed during the performance of the purchase order, which has not been identified as part of the scope of this purchase order.

Part 23 - Performance of the Contractor in Time of Alert or War

The Contractor warrants that, on the basis of information available to him, he is not aware of any national law or regulation, or any circumstances that might prevent him from fulfilling his obligations under this purchase order in time of alert or war.

Part 24 - Purchase Order Administration

By the Contractor:

The names of the officials designated by the Contractor to administer this purchase order are:

Contractual matters:

Company name:

Address:

.....

Attn:

Phone:

Fax:

email:

Technical matters:

Company name:

Address:

.....

Attn:

Phone:

Fax:

email:

(Will be completed at time of award)

By NSPA:

All correspondence and communications pertaining to purchase order administration shall be sent to the following:

NATO SUPPORT AND PROCUREMENT AGENCY (NSPA)
 L-8302 CAPELLEN, LUXEMBOURG
 Attn: ..-MMC (.....)
 Phone: (+352) 3063
 Fax: (+352) 3063 4300
 email:

For all technical matters, the responsible technical authority is:

NATO SUPPORT AND PROCUREMENT AGENCY (NSPA)

L-8302 CAPELLEN, LUXEMBOURG
Attn: ..-MMC (.....)
Phone: (+352) 3063
Fax: +352)
email:

(Will be completed at time of award)

The Contractor will acknowledge receipt of this Purchase Order or any amendment of this purchase order by signing the form provided to this effect.

Part 25 - Publicity and Public Relations

1. The Contractor shall not make any press release or public statement concerning this contract without the prior written approval of NSPA.
2. The Contractor agrees that, upon request NSPA may provide copies of the signed contract to officials of NSPA's customer nation who are or were directly involved in the procurement of the goods and / or services ordered hereunder.
3. The Contractor shall not use the name, emblem or official seal of NSPA / NSPO or any abbreviation of the name of NSPA / NSPO in connection with its business or otherwise, unless prior authorized in writing by NSPA.

Part 26 - Integrity/ No Bribe

1. NSPA draws the Contractors' attention to the fact that it is strictly forbidden to offer gifts or other advantages to Agency staff members. This also includes any so-called end-of-year gifts, which cannot be considered to be advertising presents.
2. The Contractor shall advise NSPA if any ex-NSPA employees are engaged in the work under this Contract. This only applies to employment with NSPA less than two years before the date of involvement in this Contract.
3. If the Agency establishes that any of the provisions of this Part is not complied with, NSPA may terminate this purchase order at no cost to NSPA and your firm may be removed from the Agency's source file after the Agency has informed the relevant national authorities.