

GULF AFRICAN BANK LIMITED (the ‘Bank’)
STANDARD TERMS AND CONDITIONS OF PAYMENT

1. These standard terms and conditions of payment (hereinafter the ‘Terms’) shall apply to this Purchase Order unless otherwise agreed in writing with the Bank. A copy of these Terms has been supplied to your company, but if you require a further copy please contact the Bank’s Procurement Department or access them, on our website www.gulfafricanbank.com. These Terms will supersede all other terms and conditions including but not limited to any terms and conditions of supply that may have previously been provided to you and may not be varied without the Bank’s written consent. Delivery under this Purchase Document will constitute acceptance of these Terms.
2. All invoices should be sent to the Bank’s Procurement Department at the following address:
The Procurement Department, Gulf African Bank Limited, Geminia Insurance Plaza, 5th Floor, Mara Road, Upper Hill, Nairobi.
3. To ensure your invoices are processed promptly, kindly comply with the following conditions:
 - a. Quote the Purchase Order
 - b. Attach the Delivery Note and VAT ETR receipts or numbers.
 - c. Ensure that your invoice details match those of the Purchase Order.
 - d. Indicate complete bank details to include name of your bank, branch in which your account is domiciled and name of your account and your account number.
4. Deliveries are to be made within seven (7) days of receipt of an order, unless agreed otherwise in writing.
5. The Bank’s standard term of payment is thirty (30) working days after receipt of accurate documents as per these Terms.

If you have any queries in regards to these Terms, please contact the Bank’s Procurement Department.

Email: GAB.Procurement_Admin@gab.co.ke

Telephone: [254 020 274 0000/ 0711 075 000](tel:254-020-274-0000)

GULF AFRICAN BANK LIMITED (the 'Bank')

STANDARD PURCHASE ORDER TERMS AND CONDITIONS

THE EXECUTION OF ALL OR PART OF THIS PURCHASE ORDER IS SUBJECT TO THE FOLLOWING CONDITIONS UNLESS OTHERWISE STATED IN WRITING

1. The following standard terms and conditions ('Terms') shall apply to all offers and quotations for the procurement and purchase of goods and/or services made by or provided to the Bank from any person, firm or company to whom a Purchase Order is addressed (the 'Supplier'). Goods and/or services shall include but not be limited to materials, works, fabricated or finished goods, packaging, containers, services, systems, labour and all other terms subject to this Purchase Order.
2. All purchases by the Bank are expressly limited and conditional upon acceptance of these Terms which shall prevail over any other existing written or oral commitment between the parties. Any variation to Terms shall have no effect unless expressly accepted in writing and signed by the Bank's authorized representative.
3. All Goods and/or services supplied to the Bank shall:
 - i. Conform in every respect to quality, sample, patterns, quantities, description or other specifications provided, stated or implied or referred to in this Purchase Order.
 - ii. Be fit for the purpose specified either expressly or by implication in this Purchase Order.
 - iii. Conform to all regulations, standards and specification of the country where the goods and services are received or supplied.
 - iv. Be free from defects in material and workmanship.
4. Time of delivery shall be of the essence and failure to deliver or complete delivery within the prescribed time shall entitle the Bank at its sole discretion to terminate the Purchase Order and reject the goods already delivered at the Supplier's cost, expense and risk. Demurrage or other incidental expenses incurred owing to the Supplier not complying with the Bank's instructions will be to the Supplier's account.
5. Goods and/or services shall remain at the risk of the Supplier until formal acceptance by the Bank.
6. Goods/services shall be delivered in accordance to the description, quality, quantity, and size prescribed and shall be accompanied by a Delivery Note.
7. The Bank reserves the right to inspect and test the goods at all times before, during or after delivery. Such inspection does not relieve the Supplier of his/her responsibility for defects in materials and/or workmanship. Goods rejected will be returned to the Supplier at the Supplier's own expense.
8. The price of goods and/or services shall be stated on the Purchase Order and shall include value added tax and all other taxes and charges payable which shall be stated separately. Any variation to the agreed price shall be confirmed and accepted in writing by the Bank before becoming effective. On no account should a Supplier proceed to procure and/or supply goods and/or services without prior written confirmation from the Bank to purchase, provide and deliver goods and/or services at a price which is higher than the price stated in the Purchase Order.
9. The Bank reserves the right to make changes to the Purchase Order, or any part thereof, at any time, with prior written notice to the Supplier. If the change causes a variation in price or quantity or delivery terms

or the time required by the Supplier for the performance of the Purchase Order, then an agreed upon adjustment will be made on the Purchase Order, in writing.

10. If required by law, the Bank will as appropriate withhold and pay to the tax authority any tax levied or assessed on account of the Supplier's invoices. The Bank will provide the Supplier with tax receipts for any withheld taxes but will not reimburse the Supplier for any withheld taxes. If the Supplier claims an exemption for any taxes, the Supplier must disclose such exemption to the Bank on a timely basis and provide the Bank with the exemption certificate that such exemption relates to.
11. Contractors/services providers, vendors and their agents, workmen or servants while attending and working at the Bank's premises must comply with the instructions and guidelines in the Bank's Supplier Code of Conduct and any other instructions or guidelines on safety and security while within the Bank's premises. The Bank will hold the contractors and service providers liable for the acts of commission or omission of their agents, workmen or servants which result in losses, injuries or damage to the Bank or any of the Bank's staff and its customers.
12. Payment shall be made on or before thirty (30) working days from the date of invoice and satisfactory acceptance of goods and/or services subject however to any other payment terms as may be contained in the Purchase Order. The Purchase Order number must be quoted in all the invoices, delivery notes or any other correspondence relating to this order.
13. The Supplier shall be responsible for any loss, damage, injury suffered by the Bank as a result of goods and/or services provided, supplied, rendered and delivered under the Purchase Order and hereby agrees to indemnify and hold the Bank harmless for all losses, expenses and claims whatsoever arising out of or in connection with this order.
14. The Supplier hereby indemnifies and holds the Bank harmless against any cost, expenses incurred or loss claims or other damages suffered as a result of any breach or infringement of third party patents, designs or trademarks which the goods and/or services supplied to the Bank by the Supplier may be held to have infringed upon or breached.
15. The Supplier shall ensure that any goods that are subject of a Purchase Order are satisfactorily packaged to ensure safe transit. The packaging must be of robust construction sufficient to withstand rough handling and cover shelf life in stores.
16. The Bank may, subject to written notice addressed to the Supplier, cancel this Purchase Order in whole or in part if on the Bank's opinion, the Supplier has
 - a. Failed to make delivery of the goods or to perform the services within the time specified herein, or any extension thereof by written amendment, or
 - b. Failed to replace or correct defective goods and/or services.
17. The Bank shall have the right to cancel this Purchase Order in whole or in part at any time for the Bank's convenience by written notice to the Supplier. Upon any such cancellation for convenience, the sole compensation the Supplier may receive from the Bank shall be the price for any goods and/or services actually received by the Bank prior to the cancellation.
18. The Bank may cancel this Purchase Order or reject delivery of goods and/or services at no expense to the Bank in the event of late delivery and/or breach by the Supplier of its obligations, or when in the Bank's judgment, strikes, accidents or other contingencies occur beyond the Supplier's control which would result in late delivery or the Supplier's failure to comply with its obligations hereunder.
19. Where special conditions are stated in this Purchase Order, those conditions shall apply equally with these Terms, except that where there is any inconsistency between the Terms and the special conditions, the special conditions shall apply.

20. Acceptance of the Purchase Order evidenced by the signature of the Supplier or its duly authorized representative or actual delivery of the goods and /or services shall be deemed to be acceptance of these Terms.
21. These Terms shall be construed in accordance with the laws of the Republic of Kenya.
22. In event of any dispute the matter shall be referred to the Chief Executives of the respective parties for amicable settlement. In the event no agreement is reached within thirty (30) days, the matter shall be referred to a single arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the chairman for the time being of the Chartered Institute of Arbitrators, Kenyan chapter on the application of either party. Such arbitration shall be conducted in Nairobi and resolved in accordance with the provisions of the Arbitration Act 1995 or any Act amending the same.
23. The parties shall maintain confidentiality of all information herein except for matters already in the public domain or if so compelled by a court of competent jurisdiction.

The above terms and conditions of Purchase Order from the Bank are understood and accepted by the Supplier.

Name:

Signature:

Date: