



Brazilian Aeronautical Commission in Europe

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NOTE: The Brazilian Aeronautical Commission in Europe, hereinafter referred to as BACE, is a procurement division of the Brazilian Aeronautical Command, responsible for the purchase of aeronautical and military material/services to supply the Brazilian Air Force – BAF. These terms apply to and govern all purchase orders submitted by BACE to Supplier.

TERMS AND CONDITIONS OF PURCHASE ORDER (hereinafter referred to as P.O.)

I. ACKNOWLEDGEMENT/VALIDITY OF P.O.

1. The P.O. constitutes BACE's offer to purchase goods and/or services from the Supplier on these terms. Supplier shall have a period of 14 days from the date of receipt/download of the P.O. within which to reject the P.O. or to request a variation of any of the terms therein. Any such request or notification must be made by e-mail, facsimile or post. If no requests or objections are made within this 14-day period, the P.O. will be deemed accepted and no request for variation will be considered thereafter (please refer to clause XIII).
2. Supplier's acceptance of this P.O. implies total acceptance of the terms and conditions stated herein, which are legally binding and form part of the contract of purchase of goods and/or services which are described in this P.O.
3. This P.O. has been issued pursuant to the Supplier's quotation. Should there be any discrepancies, the Supplier must request an amendment of the original terms of this P.O., in accordance with clause 1 above.
4. Any requests for amendment must be agreed in writing by BACE.
5. These terms shall prevail over any inconsistent terms or conditions contained, or referred to, in the Supplier's quotation, confirmation of order, or specification, or other document supplied by the Supplier.

II. WARRANTY

1. A Civil Aviation Authority approved certificate, company's warranty, certificate of conformity or any equivalent certificate applicable to the country/product concerned is required as stated below. The WARRANTY will relate to the CONDITION of the material supplied, as follows:
 - a) For A (FACTORY NEW MATERIAL) - the original manufacturer's certificate of warranty;
 - b) For B (NEW FROM WHOLESALE/RETAILER, i.e. new material supplied through intermediary) – a certificate of warranty issued by the seller, stating that said material has never been used in any way whatsoever, and that it has been adequately inspected and complies with all factory standards for new material and that such material is ready for use;
 - c) For C (OVERHAULED CERTIFIED, i.e. material which has been worked/overhauled by an authorised workshop or manufacturer's agent workshop and found in conditions of serviceability according to manufacturer's limits and specifications) - a certified overhauled certificate or equivalent document applicable to the country/product concerned, issued by a duly certified/authorised seller.
2. Should the material not fall into any of the aforementioned conditions, the appropriate warranty must be supplied, in accordance with current legal standards applicable to the material.
3. The Supplier warrants that all items purchased (including parts and computer hardware) are free from defects in material or workmanship, and are fit for normal and appropriate use, conform in all respects with the P.O. and specification and/or patterns supplied or advised by the Supplier to BACE for a period of one year from date of delivery to BACE's shipping agent or any other named place, as stated on this P.O.
4. In the event of BACE having to return the goods or any part thereof to the Supplier in order for it to be repaired/replaced under warranty, the delivery of the serviced/replacement item shall be made to the delivery address specified by BACE and such delivery shall conform to the terms of FCA (INCOTERMS 2010).

III. PACKAGING

1. All packages must be suitable for maritime shipment in accordance with the current commercial standards and/or the appropriate NATO technical publications (and documented accordingly) except for:
 - a) Goods which have been advised by BACE as Urgent.
 - b) Goods whose lifespan demands faster shipments – Supplier will advise BACE in advance at least one week prior to delivery.
 - c) Goods which are not suitable for maritime shipment in accordance with the current commercial standards and/or the appropriate NATO technical publications.
- 1.1. Goods which fall into the above categories will be shipped by air freight.

2. Packaging should follow the specifications below:
 - a) Maximum dimensions (each volume) 82in (208 cm) x 82in (208 cm) x 90in (228 cm);
 - b) Maximum weight (each volume) 7000 lb (3.200 kg).
3. Invoices pertaining to different P.O.s should be prepared separately.
4. All items, with BAC numbers that start with the same two letters may be packed into the same packages and into as few packages as possible, even if they pertain to separate P.O.s. Otherwise, materials should be packed according to their P.O.s.
5. Partial shipments (relating to the same line item/BAC NUMBER) may be accepted by BACE subject to BACE's prior written agreement and provided that such arrangements do not cause BACE to incur any additional costs. The Supplier acknowledges and agrees that payment will only become due (and that BACE will only effect payment) for items that have been delivered and invoiced accordingly (please refer to clause VI).
6. For delivery of DANGEROUS GOODS (e.g. red label, explosives, flammable materials, etc.), Supplier must provide the appropriate packaging and documentation (DGN - Dangerous Goods Note, MSDS - Material Safety Data Sheet, etc).
 - 6.1. A Portuguese version of the MSDS shall be provided upon request.
7. All shipments should be delivered to the address specified at the top right corner on the first page of this P.O. (the FREIGHT FORWARDER address), unless otherwise agreed.
8. Metal material under Stock Subclass 95 should be packed in separate containers.
9. All wood packaging material must comply with the International Plant Protection Convention's International for Phytosanitary Measures N.15 (ISPM 15) requirements.
10. The standards of packaging, upkeep and care used in the International Military Forces and private industry are to be observed, in order to protect materials from damage.
11. Supplier must contact BACE and obtain approval and/or special shipping instructions, should the need for deviation from these standards arise.

IV. DELIVERY AND TRANSPORT

1. Delivery shall comply with the schedule established on this P.O. and time for delivery shall be of the essence of this Contract. Failure to meet such terms shall entitle BACE to terminate this P.O. at no cost to BACE (including instances in which goods have been ordered and/or shipped by the Supplier, but have not yet been received by BACE).
2. Prior to delivery, the Supplier shall contact BACE's Cargo Agent for instructions regarding the adequate export documentation and packaging specifications.
3. Should the goods' weight or volume exceed 500 Kg or 3m³, respectively, the Supplier must contact BACE's Cargo Agent in order to schedule delivery.
4. Transport and delivery must comply strictly with instructions in this P.O., and must conform to INCOTERMS 2010.
5. Under no circumstances should the Supplier deliver any item DDP (INCOTERMS 2010) to Brazil without notifying BACE in writing and providing the pertaining shipping documentation prior to shipment.

V. SHIPPING MARKS

1. All crates and containers used to deliver the goods under this P.O. must bear the shipping marks exactly as stated on this P.O. and should also include:
 - a) P.O. Number;
 - b) Dimensions;
 - c) Weight.
2. Should the request refer to an "AOG", the package should be identified as such.

VI. PACKING LIST/INVOICE

1. Each shipment must be accompanied by a packing list and invoice(s), each in duplicate, one to be securely attached to the exterior of the container and one to be placed inside it.
2. The outer copies should be easily removable upon arrival at BACE's shipping agent's premises.
3. Each P.O. must be invoiced separately.
4. Invoices must conform in their entirety with the applicable P.O. (except for partial shipments - please refer to III - 1) and any amendment thereto and must state, for each item, BAC NUMBER, PART NUMBER, DESCRIPTION, CONDITION OF MATERIAL, UNIT, QUANTITY and TOTAL PRICES.
5. Once delivery has been made, the original invoice covering the product(s) shipped must be submitted by post to BACE, as well as a copy of the Bill of Lading/Air Waybill (when applicable).
6. In the event of being responsible for loading on vessel/aircraft, according to the INCOTERM agreed upon, the Supplier must specify on the invoice the name of carrier, date of shipment and Bill of Lading number/Air Waybill.
7. Remit to address and remit to bank account details must be clearly stated on the invoice to facilitate electronic payment.

8. BACE will make payment of properly submitted and undisputed invoices in accordance with the payment terms set out in the P.O.
9. The final destination/consignee's address, as follows, must be specified on the invoice:
BRAZILIAN AIR FORCE - MIN. DEFESA - CMDO AER
CTLA – AV. BRASIL, 5176
CNPJ 00.394.429/0045-21
JURISDIÇÃO FISCAL 7.93.34.01
RIO DE JANEIRO / RJ -BRAZIL

VII. TECHNICAL DATA

1. Any and all drawings, instructions for set-up and operation, catalogues, etc. referring to the material being supplied are to be placed inside the respective case/container.

VIII. EXPORT LICENCE/DOCUMENTS

1. The Supplier shall be responsible for obtaining and providing BACE with an export licence, as well as any other documentation required for export of the material concerned.
2. The final destination/consignee's address must be specified on all export documentation (please refer to VI - 8).

IX. SPECIAL REQUIREMENTS

1. All material supplied must be in compliance with the provisions of EASA's Regulation (EC) 216/2008, or the Export Airworthiness Approval Procedures set forth in FAA Advisory Circular 21-2K.

X. INSPECTION and REJECTION

1. BACE reserves the right to request copies of the inspection reports and/or to inspect at any time the material and equipment ordered. Should such inspection be necessary, the Supplier will be advised and will facilitate in every way the execution of the inspection.
2. The inspection and acceptance of the material and/or equipment at its final destination shall not be construed as a waiver of the warranties issued herein.
3. Based on this inspection, BACE reserves the right to reject any faulty product, material or service not strictly in conformity with the requirements of this P.O.
4. In case of partial or total rejection of material supplied, ALL EXPENSES INCURRED with the return of said material to the Supplier for replacement/reimbursement shall be borne by the Supplier.
5. Due to the transit period, BACE reserves the right to reject the product within 120 days of receipt by BACE's shipping agent. This period may be extended by a further 30 days upon written notification by BACE within the initial 120 days.

XI. DUTIES/TAXES

1. BACE is not VAT registered as all goods purchased are due to be exported to Brazil. No tax or duties should therefore be applied.
2. A Certificate of Export can be provided as proof of export upon request.

XII. INDEMNITY

1. Supplier shall keep BACE indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by BACE as a result of or in connection with any claim made against BACE in respect of any liability, loss, damage, injury, cost or expense sustained by BACE's employees or agents or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the goods as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Supplier.

XIII. REMEDIES

1. This P.O. and these terms form a binding contract between the Supplier and BACE for the purchase of material and/or services, and, without prejudice to any other rights or remedies that BACE may have, Supplier's non-compliance with these terms and conditions shall result in one or both of the following:
 - a) BACE's total or partial cancellation of this P.O. without payment;
 - b) Supplier's temporary or permanent exclusion from BACE's accredited suppliers list.

XIV. CORRESPONDENCE and DOCUMENTS

1. All correspondence and documents concerning this P.O. must indicate the P.O. number and identify each item by its BAC number.

XV. GENERAL

1. Any queries arising from issues not covered by these Terms and Conditions must be addressed to BACE's Head of Logistics Division.
2. Supplier shall not be entitled to assign this Contract or any part of it to a third party without BACE's prior written consent.
3. If any provision of this Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of this Contract and the remainder of such provision shall continue in full force and effect.
4. Failure or delay by BACE in enforcing or partially enforcing any provision of this Contract shall not be construed as a waiver of any of its rights under the contract.
5. Any waiver by BACE of any breach of, or any default under, any provision of the Contract by the Supplier shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the contract.
6. The parties to this Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 or any other applicable law by any person that is not a party to it.
7. BACE reserves the right to defer the date for delivery of, or payment for, the goods, or to terminate this Contract, if it is prevented from, or delayed in, carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lockouts or other industrial disputes (whether involving the workforce of BACE or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
8. This Contract shall be executed in harmony with the principles of legality, impersonality, morality, equality, publicity, administrative probity and objective judgement.
9. Any claim or dispute related to this Contract will be decided by the English tribunals.

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