
PROVISIONS FOR NSPA SMALL VALUE PURCHASE ORDERS (Materiels)

(03 June 2021)

1. **SPECIAL AREAS**

Except as otherwise provided in this purchase order, the Contractor shall not subcontract for use in the performance of this purchase order materiels originating from sources in countries which are:

- 1.1. subject to a formal trade embargo to be observed by NATO;
- 1.2. known to disregard international trade conventions in respect of copyright;
- 1.3. under communist control:
 - China (PRC)
 - Cuba
 - Laos
 - North Korea
 - Vietnam.

2. **QUALITY ASSURANCE**

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 of materiel and/or services, he shall impose these quality requirements upon his sub-contractor. The Contractor's authorized representative shall sign the NSPA Material Inspection and Shipping Report (MISR) in Block 17, certifying that the shipped material has been inspected in accordance with the conditions and requirements of the contract.

Option : In the case where an ALLIED QUALITY ASSURANCE PUBLICATION (AQAP) standard is specified:

The Contractor shall meet the requirements of the standard specified in the list of items attached to this purchase order (AQAP).

The Contractor must provide a Certificate of Conformity (CoC). In case he is not the manufacturer, he shall provide a copy of the COC received from the original manufacturer.

The MISR shall not be used in lieu of a CoC.

Copies of the AQAPs may be obtained from NSPA or from the NATO website at <http://nso.nato.int/nso/nsdd/ListPromulg.html>.

3. **PACKING, SHIPPING DOCUMENTS AND MARKING**

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- 3.1. All items are to be preserved, packed and marked to assure safe arrival at destination, and, depending on the weight, volume and nature of goods, should be preferably delivered on europallet(s) at no additional cost to NSPA.
 - 3.2. Unless otherwise specified, packing must be adequate for inside covered storage for at least one year. The shipping documentation and all items or tags attached thereto will bear the following information: PO number, PO line number, Stock number/Part number and quantity. All containers (interior and exterior) will show the vendors shipment notification number.

4. HAZARDOUS CARGO

- 4.1. If material under this PO constitutes hazardous or potentially hazardous cargo, the material and related shipping documentation must be processed (this includes but is not necessarily limited to packaging, packing, marking, notices of availability, documentation, emergency response information, etc.) in accordance with applicable national or international transportation rules and regulations pertaining to such cargo. Such consignments that are not correctly prepared may be refused by NSPA or a NSPA freight forwarder.
- 4.2. For hazardous material procured in the US, the Contractor must provide along with the Notice of Availability (NOA) a Safety Data Sheet (SDS) to the NSPA Freight Forwarder. Based on the mode of transportation selected by the NSPA Freight Forwarder the Contractor will prepare a Hazardous Cargo Shippers Declaration by air, road, sea as appropriate in the name of the final destination (i.e. not in the name of the NSPA Freight Forwarder) to be handed-over to the driver during pick-up.

5. PAYMENT

Original invoices should be submitted as PDF-Document to

CIMO@nspa.nato.int

(Only invoices and credit notes are treated under this email address.)

Hardcopies must not be sent in parallel!

ALTERNATIVELY as Hardcopy to

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

Faxed invoices will not be accepted for payment.
Any other issue is to be addressed to the undersigned.

Invoices must quote the PO number, describe the items supplied, and be supported by proof of dispatch.

Unless otherwise stated in the PO, payments will be made within 30 days following the receipt by NSPA of the Contractor's original invoice drawn for payment in the currency in which the PO is established. All invoices shall be supported by "proof of delivery" to the delivery point identified in the PO and by the MISR or the Certificate of Conformity as specified in the PO.

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

The most efficient method of payment (and NSPA's preferred method) is by electronic funds transfer (EFT).

In order to pay the Contractor in a timely manner, the Contractor is requested to specify the following information on the invoice or in a separate letter to NSPA, Attention Finance Division:

1. Full name and address of banker(s)
2. Detailed bank account information as follows:
 - a) For EU countries: IBAN code plus BIC.
 - b) For USA: bank account number(s) + ABA code (or SWIFT code).
 - c) For Canada: bank account number(s)+ bank code (5 digits) and branch code (3 digits).
 - d) For any other country: bank account number(s) plus any country-specific codes, if applicable.

6. TAXES AND DUTIES

NSPA, as a subsidiary body of NATO is, by application of the Ottawa Agreement, dated 20 September 1951, exempt from all taxes and duties (and this includes Value Added TAX (VAT) within the European Union).

NSPA is specifically exempt from all duties and taxes (and this includes Value Added Tax within the European Union). Nevertheless, the Luxembourg tax authorities granted NSPA with a VAT number LU15413172.

Where possible, under the applicable VAT regulations, the Contractor shall use this VAT number, in conjunction with any applicable exemption to issue an invoice exclusive of VAT. Where the intracommunity triangular regime applies, the Contractor may request from NSPA the VAT number of the final beneficiary of the goods provided by the Contractor.

In any other cases, the Contractor shall invoice NSPA without VAT in consideration of any applicable exemption, including the exemption from indirect taxes granted by the Ottawa Agreement. The Contractor may request NSPA to provide an official exemption certificate to confirm that the exemption provided for in the Ottawa Agreement are applicable.

However, NSPA acknowledges that it is the sovereign prerogative of each State to interpret and apply its fiscal legislation and regulation. The prices quoted in the Purchase Order are deemed to be inclusive of any tax or duties the Contractor may be

liable to pay to third parties or governmental authorities in spite of the provisions of the paragraphs above.

In case of doubt on the taxes and duties treatment applicable to the transaction, the Contractor shall liaise with NSPA prior to issuing invoices. NSPA reserves its right to refuse any invoice applying an incorrect tax or duty regime or an erroneous interpretation of national tax laws.

NOTE: If the PO is to be fulfilled by a Luxembourg registered company in Luxembourg, the Agreement between the Government of Luxembourg and NSPA dated 19 June 1968 is applicable.

7. WARRANTY

- 7.1. Except as otherwise provided in this contract, the items called for by this contract shall be unused and in new condition, of the latest production, and conform to the latest applicable specifications, drawings, and other descriptions, if any, of appropriate military and/or civilian agencies, and, if any, of the Contractor and shall be free from defects in material, design and/or workmanship for a period of two years.
- 7.2. The provisions of this clause are equally applicable to any item replaced under warranty.
- 7.3. The warranty period shall be extended by a period equal to the time taken by the Contractor to repair or replace the item under warranty. This warranty is only applicable in so far as NSPA shall have complied with such conditions of storage, preservation, removal from storage, use and operation, and maintenance of the item as have been reasonably recommended by the Contractor.
- 7.4. In the event that all or any of the defects enumerated in paragraph 7.1 shall be confirmed in respect of an item covered by the warranty, whenever discovered, the Contractor shall at its own expense, including all transportation costs associated with the warranty claim replace or correct the item, or lots of such item, which is/are defective in material or workmanship or otherwise not in conformity with the requirements of this contract.
- 7.5. Alternatively, the Contractor shall, if NSPA so wishes, credit or reimburse it with the value of the item at the purchase price paid by NSPA, plus any costs incurred by it for the delivery of the defective item and its return to the Contractor.
- 7.6. Within thirty days of the receipt of a warranty claim, or as otherwise agreed, on the item in respect of which the claim is made, the Contractor shall assess the validity of the claim. The repaired or replaced item shall be sent to NSPA with the minimum of delay and in any case not later than six weeks after receipt of the defective item, or as otherwise agreed. In the event that the Contractor shall not have disputed the validity of the claim within the said thirty days, the claim shall be considered as accepted by the Contractor.
- 7.7. NSPA shall have the right, without invalidating the warranty, to repair a defective item in accordance with the overhaul manual or other written instructions of the Contractor. This right shall not prejudice the possibility on the part of the Contractor to dispute the validity of the claim under warranty. To this end all reasonable facilities shall be granted to the Contractor or his representatives.

7.8. The Contractor expressly authorizes that NSPA may offer the whole or part of these warranty conditions to third parties with the intent that such third parties and the Contractor shall be bound thereby as if both were parties to a contract made between them in which this warranty were expressly set forth.

8. INTEGRITY/NO BRIBE

NSPA draws the Contractor's 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 that cannot be considered to be advertising presents. If the Agency establishes that this ban has been disregarded, NSPA may terminate this contract 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

9. COMMUNICATIONS

All communications must be sent to the Point of Contact indicated on the PO. Please acknowledge receipt of PO promptly. All communication must cite the NSPA PO number and item number.

10. INTELLECTUAL PROPERTY RIGHTS, ROYALTIES AND LICENSE RIGHTS

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.

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.

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.