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**GENERAL PROVISIONS FOR FIXED-PRICE CONTRACTS
(TRANSPORT)
(04 DECEMBER 2025)**

Clause I - DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

1.1 The term "NSPA" means "NATO Support and Procurement Agency", L - 8325 Capellen, Grand Duchy of Luxembourg. All correspondence and contacts concerning contracts for transportation services shall be with the Procurement Division, unless otherwise directed.

1.2 The term "NSPO Member state" means a member state of the NATO Support Organization (NSPO).

1.3 The term "Customer Country" means that particular NSPO Member State for which NSPA is obtaining the services called for under this contract, or a part thereof.

1.4 The term "Contractor" means the party who has entered into this contract with NSPA.

1.5 The term "Contract" means the contractual instrument to which these General Provisions apply.

1.6 The term "Subcontract" means, except as otherwise provided in this Contract, any agreement, contract, subcontract or purchase order made by the Contractor with any other party in fulfillment of any part of this Contract, and any agreement, contract, subcontract or purchase order thereunder.

Clause 2 - EXAMINATION OF RECORDS

2.1 It is agreed that any time during a period of three years after the final payment is made against this Contract, the duly authorized representative(s) of NSPA shall have access to, and the right to examine, all registers, carrier invoices, documents and records relative to the transactions concerning this Contract.

2.2 The period of access and examination described above for records which relate to either appeals under the "Disputes" clause of this Contract or litigation, or the settlement of claims arising out of the performance of this Contract, shall continue until such appeals, litigation or claims have been disposed of.

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Clause 3 - RESPONSIBILITY

3.1 The Contractor shall be responsible for the delivery to the point of destination of materiel received by them at the designated supply delivery point.

3.2 The Contractor shall be financially responsible for any loss or damage to items shipped or loaded by them, or their subcontractors, where the Contractor or its subcontractors is the cause of such loss or damage.

3.3 However, in case of loss or damage for which carriers are responsible, the responsibility of the Contractor shall be limited to that of the carriers, as laid down by applicable national and/or international agreements.

3.4 If shipments are sent to incorrect destinations through the fault or negligence of the Contractor, its subcontractors and carriers, the Contractor shall be financially responsible to NSPA for the difference between the costs incurred and the amount which would have been paid if the shipment had been sent to the correct destinations. Furthermore, the Contractor shall be responsible for completing the shipment to the correct destination at its own cost.

3.5 The Contractor shall take all necessary precautions and security measures to avoid pilferage of materiel in transit at its warehouse/point of consolidation.

3.6 Notwithstanding the limitations imposed above, if NSPA deems that the Contractor has been so deficient in its performance under this Contract that there have been materiel losses through its mis-management, NSPA reserves the right to claim full reimbursement of the materiel value for such losses.

Clause 4 - CLAIMS

The Contractor shall be responsible for taking immediate steps to recover materiel in case of damage to shipments or loss or pilferage of items during transit. Such action shall include, but not be limited to:

4.1 Making immediate reservations as are necessary to safeguard the interests of NSPA.

4.2 Inspecting the condition of the packaging of the materiel during all loading and unloading operations to ensure the materiel is adequately protected.

4.3 Securing statements from witnesses and officials in order to establish facts and circumstances.

4.4 Advising NSPA immediately of the claims and of the measures that the Contractor proposes to take.

4.5 Submitting claims to carriers or other firms and obtaining reimbursement on behalf of NSPA.

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4.6 Reporting to NSPA on progress of claims actions and forwarding to NSPA any sum received in connection with these claims.

Clause 5 - DEFAULT

5.1 If the Contractor fails to perform properly the services specified in this Contract or any extension thereof, NSPA may, by written Notice of Default to the Contractor, terminate the whole or any part of this Contract at no cost to NSPA. Thereafter, NSPA may procure or otherwise obtain the services so terminated, and the Contractor shall be liable to NSPA for any excess costs for such services, unless the Contractor's failure to perform is due to causes beyond their control and without their fault or negligence. The Contractor shall continue to perform under this Contract to the extent not terminated hereunder.

5.2 The Contractor shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure by the Contractor to make progress in the execution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes include, but are not restricted to: acts of God or of the public enemy, acts of NSPA, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather, and failure of subcontractors to perform or make progress due to such causes. Upon request of the Contractor, NSPA shall ascertain the facts and extent of such failure and, if NSPA shall determine that such failure was occasioned by one or more of the said causes, the delivery schedule shall be revised accordingly.

Clause 6 - TERMINATION FOR CONVENIENCE OF NSPA

NSPA may terminate this Contract at any time, in whole or in part, for its convenience in accordance with the Exhibit: Termination for Convenience of NSPA.

Clause 7 - ASSIGNMENT

7.1 Except as otherwise provided in this Contract, this Contract shall not be assignable by the Contractor or operation of law without the prior approval of NSPA in writing. No such assignment shall become effective until the assignee has received written approval from NSPA. Any request for such approval shall be accompanied by a true copy of the intended instrument of assignment.

7.2 NSPA shall have the right to assign in part or in full to another NATO Subsidiary Body, NATO Agency or any other entity acting on behalf of NATO the rights, obligations, title and interest in and to this Contract. Such assignment will not entitle the Contractor to any additional payments or any other consideration. NSPA will notify such assignment in writing to the Contractor.

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Clause 8 - TAXES AND DUTIES

8.1 As a subsidiary body of NATO, NSPA is exempt from indirect taxes in relation to important purchases made for the official use of NATO pursuant to the Ottawa Agreement. Where NSPA invokes its fiscal privileges by seeking an exemption from Value Added Tax (VAT) under the Ottawa Agreement, it will provide the Contractor with an official exemption certificate.

8.2 Where the purchase is not exempt from VAT under the Ottawa Agreement, the Contractor will use, whenever possible, the NSPA VAT number to issue an invoice exclusive of VAT in accordance with the reverse charge mechanism or intra-community triangular regime. The VAT number of NSPA is LU 15413172.

8.3 In cases where the purchase is not exempt from VAT under the Ottawa Agreement and where the VAT number of NSPA cannot be used to issue an invoice exclusive of VAT in accordance with either reverse charge mechanism [auto-liquidation] or intra-community triangular regime, the Contractor will specify in its proposal whether it will charge VAT in its invoice. If the Contractor did not specify in its proposal that the invoice will contain VAT or other indirect taxes, the Contractor cannot subsequently charge VAT or other taxes and duties unless agreed by NSPA.

8.4 If due to changes in this Contract or in legislation implemented after the effective date of this Contract, the Contractor is compelled to pay any readily identifiable tax or duty in relation to this Contract, it will indicate such tax or duty as a separate item of cost on its invoice(s). Where applicable, the Contractor will provide the text of the legislative amendment(s) pursuant to which such tax or duty becomes payable along with the content of any transitional provisions.”

Clause 9 - CHANGES

9.1 Except as otherwise provided in this Contract, NSPA may at any time, within the general scope of this Contract, by a written notification, request changes by requiring modified or additional services within the scope of this contract.

9.2 If any such change causes an increase or decrease in the price of, or the time required for the performance of this Contract or of any part of the work under this Contract, whether changed or not changed by any such order, an adjustment may be agreed and the Contract will be modified in writing accordingly. Any claim by the Contractor for adjustment under this Clause must be sent to NSPA in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change, provided, however, that NSPA, if it decides that the facts justify such action may receive and act upon any such claim asserted at any time prior to final payment under this Contract. Failure to agree to any adjustment shall be considered a dispute within the meaning of the Clause entitled "Disputes" in these General Provisions. Pending final award under arbitration, the Contractor shall proceed with the Contract as changed, without delay.

Clause 10 - AMENDMENTS

All amendments to this Contract, shall be in writing in the form of Supplemental Agreements, and signed by the Parties to this Contract.

Clause 11 - MISCELLANEOUS

11.1 The entire agreement between the contracting parties is contained in this Contract and is not affected by any oral understanding or representation whether made previous to or subsequent to this Contract.

11.2 The Contractor is considered to have fully read all the terms, clauses, specifications and detailed special conditions stipulated in this Contract. The Contractor unreservedly accepts all the terms thereof.

11.3 In the event of any disagreement between the original text of this Contract and any translation into another language, the original text will govern.

11.4 All written correspondence and reports by the Contractor to NSPA shall be in the language in which this Contract is written.

Clause 12 - DISPUTES

12.1 Any Any dispute, controversy or claim arising out of or relating to this contract, or the validity, interpretation, breach, termination thereof, which are not settled amicably shall be settled by arbitration in accordance with the PCA Arbitration Rules 2012, subject to the following paragraphs.

12.2 The number of arbitrators shall be three (3). Each arbitrator shall be of the nationality of a NATO Member State. The third arbitrator will be of a nationality different from the nationality of the other two arbitrators.

12.3 Conduct of the arbitral proceedings and the provision of evidence is subject to the rules of security in force within NATO, where applicable. Although each Party has the liberty of choosing their legal representatives and expert witnesses, the Parties acknowledge that the rules of security within NATO may prohibit the communication of NATO information, including classified information, in particular to individuals who do not hold the nationality of a NATO Member State.

12.4 The arbitration proceedings shall be conducted in English or French. Any document submitted by the Parties in a language other than the language of the arbitration proceedings shall be accompanied by a translation into the language of the arbitration proceedings.

12.5 The arbitration proceedings and award, but not the existence of the arbitration, shall be private and confidential, except with the consent of all parties, or to the extent that disclosure is required of a Party: by legal duty (including where that duty arises from NATO's internal legal order); to protect or pursue a legal right; or in relation to legal proceedings before a court or other competent authority.

12.6 The place of arbitration (seat) shall be Paris, France. For deliberations, the arbitrators may meet at any place of their choice, provided that it is within the territory of a NATO Member State. The hearings shall take place in Paris, France.

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12.7 Nothing in this provision, or the Contract, shall be interpreted as a waiver of any privileges or immunities accorded to any Party hereto with respect to any procedure before the court or tribunal of any State, including any court or tribunal of the place of arbitration, including but not limited to any procedure that relates to the validity, interpretation or application of the arbitration agreement, requests for interim relief, requests of measures concerning the arbitration procedure, or applications for the recognition or the enforcement of an award or to any measure of execution or detention of property.

Clause 13 - GOVERNING LAW

Except as otherwise provided in this Contract, this Contract shall be governed, interpreted and construed in accordance with French law and such law shall govern in the event of arbitration.

Clause 14 - PERFORMANCE OF THE CONTRACTOR IN TIME OF ALERT OR WAR

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

Clause 15 - SPECIAL AREAS

15.1 Except as otherwise provided in this Contract, the Contractor shall not, in the performance of this Contract, subcontract with firms located in countries which are under communist control.

15.2 Except as otherwise provided in this Contract, the Contractor agrees to insert the provisions of this clause in subcontracts hereunder.