



GUYANA SUGAR CORPORATION INC.

GENERAL CONDITIONS OF PURCHASE

1. "Purchase Order" means this Order or any letter of Commitment sent to you in relation to the goods or Services Specified in the said Order.
2. Acceptance of this Purchase Order means acceptance of all the Conditions expressed or implied in these Conditions.
3. This Purchase Order represents a Contract between the Guyana Sugar Corporation Inc. (GuySuCo) and the Company or person named on the Purchase Order.
4. The Contract is to supply Goods and or Services to GuySuCo at the value and within the delivery period shown. Time is of the essence of the Contract. No increase in the value shown on the Purchase Order is acceptable to GuySuCo unless it is approved by GuySuCo in writing prior to the delivery of such goods and/or services.
5. All materials supplied under this Order must be new and unused (unless specifically stated on the Order), of good quality and suitable for the intended purpose. GuySuCo retains the right to reject materials which in GuySuCo's opinion fall below these standards or which do not meet the specifications in the Request for Quotation and/or the Purchase Order.
6. GuySuCo reserves the right to have goods inspected before dispatch. For Guyanese suppliers, quality control checks/visits may be made. For foreign suppliers, inspection agencies may be invited to inspect at the supplier's expense.
7. All services supplied to GuySuCo under this Order must be to a good standard of workmanship and the finished product must be suitable for the purpose intended.
8. In the event of unsatisfactory supply, either as regards quality or time of delivery,
 - If the supplier makes satisfactory restitution in good time (in GuySuCo's opinion) no sanction will be applied;
 - If he does not, he will be permanently removed from the list of suppliers for the product of which the supply was unsatisfactory;
 - If he makes a second unsatisfactory supply, and fails to make satisfactory restitution or if a legal process is started in respect of any supply, he will be permanently removed from the list of suppliers for all products.

The Central Tender Committee of the Corporation reserves the right not to deal with any supplier if in their opinion; it is not the Corporation's interest to do so.

9. These General Conditions of Purchase shall in no way affect the statutory liabilities of the seller under the laws of Guyana, or in the case of materials purchased overseas CIF, the liabilities of the seller in the country of origin.
10. All materials purchased by GuySuCo must be Customs cleared as appropriate. The vendor must indemnify GuySuCo from all liabilities from payment of all duties, Value Added Tax, Excise Tax, Stamp Duties, etc. In addition, GuySuCo reserves the right to require the vendor to provide documentary proof that materials offered or previously sold to GuySuCo have been legally imported.
11. Materials uplifted from vendors' premises by employees of GuySuCo will be subject to further inspection prior to final acceptance.
12. Materials delivered to GuySuCo will be subject to further inspection prior to final acceptance. Any signatures obtained on delivery notes, invoices, etc, will only imply that materials have been received and not the final acceptance of quantity or quality in compliance with the Purchase Order.
13. When a vendor is forced to ship partial quantities against a Purchase Order, GuySuCo MMD Central Purchasing should be notified in writing of the status of the Back Order. Notification of Back Order quantity should be shown on a separate document.
14. GuySuCo reserves the right to cancel a Purchase Order for non-performance and to seek such other or further relief as may be available.