



**OPGCR - S & L**

**OPERAÇÕES GCR - PRESTAÇÃO DE SERVIÇOS E LOGÍSTICA**

*Procurement-Manpower-Assistência técnica - Logística*

# **GENERAL PURCHASE TERMS AND CONDITIONS**

**OPERAÇÕES GCR - PRESTAÇÃO DE SERVIÇOS E LOGÍSTICA**

[www.operacoes-gcr.com](http://www.operacoes-gcr.com)



## TERMOS E CONDIÇÕES GERAIS DE COMPRA OPERAÇÕES GCR-PRESTAÇÃO DE SERVIÇOS E LOGÍSTICA

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### 1. DEFINITIONS

- 1.1 **"Seller"**: Refers to the company **OPERAÇÕES GCR-PRESTAÇÃO DE SERVIÇOS E LOGÍSTICA**, a provider of logistics and operational services.
- 1.2 **"Buyer"**: An individual or entity purchasing goods or services from the Seller, as described in the Purchase Order.
- 1.3 **"Buyer Information Form"**: A mandatory document filled out by the Buyer with legal, banking, and structural details.
- 1.4 **"Goods"**: Materials, equipment, or products supplied by the Seller to the Buyer.
- 1.5 **"Services"**: Logistics or operational activities provided by the Seller to the Buyer.
- 1.6 **"Purchase Order"**: A document issued by the Buyer detailing Goods/Services, deadlines, prices, and Delivery Address.
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### 2. SCOPE OF APPLICATION

- 2.1 Applies to all purchases of Goods/Services by the Buyer from the Seller.
- 2.2 **Rejection of Buyer's Terms**: The Buyer's general terms and conditions are explicitly rejected unless approved in writing by the Seller.
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### 3. FORMATION OF THE CONTRACT

- 3.1 The contract is formalized once the Seller confirms the Purchase Order in writing **within 5 business days**.
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### 4. PRICES AND PAYMENT

- 4.1 **Currency**: Payment in **AOA (Angolan Kwanza)**, unless otherwise indicated.
- 4.2 **Fixed Prices**: Include packaging, transportation (DDP Incoterms 2020), and insurance costs.
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#### 4.3 Payment Terms :

- **For Material Purchases :**
    - **Prepayment** or payment within **30 calendar days** after delivery of Goods and receipt of the final invoice.
  - **For Services :**
    - **70% advance payment** of the total budget, paid within **5 business days** after contract signing.
    - **30% balance** paid within **30 calendar days** after completion of Services and validation of the final invoice.
- 4.4 Payment Retention:** The Seller may withhold payments in case of defects or non-conformities, as per Section 7.

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## 5. DELIVERY AND ACCEPTANCE

**5.1 Deadline and Location:** Delivery to the **Delivery Address** and within the deadline specified in the Purchase Order.

### 5.2 Required Documentation:

- Goods must be accompanied by the Purchase Order and a **Delivery Receipt /Note (DRS)** signed by the Buyer.

### 5.3 Verification:

- The Buyer will verify quantities, quality, and compliance upon delivery.
- The signature on the **Delivery Receipt /Note (DRS)** constitutes **final acceptance**, unless reservations are noted in writing.

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## 6. WARRANTIES

### 6.1 Conformity Warranty :

- Goods/Services are guaranteed for **24 months** from the delivery date.
- Coverage: Manufacturing defects, non-compliance with specifications, and poor execution of services.

### 6.2 Remedial Measures:

- The Buyer may request repair, replacement, price reduction, or contract termination.

## 7. PENALTIES FOR DELAY

7.1 **Daily Compensation:** 0.5% of the Purchase Order value per day of delay, capped at **10% of the total**.

7.2 **Right to Cancel:** The Buyer may cancel the order without cost after written notification.

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## 8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

8.1 Technical or commercial data provided by the Seller is **confidential** and may not be disclosed without authorization.

8.2 Specifications and documents remain the property of the Seller.

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## 9. INSURANCE

### 9.1 Minimum Coverage:

- General Liability Insurance : **35,000,000 AOA** per claim.
- Mandatory insurance as per Angolan legislation.

## 10. LEGAL COMPLIANCE

10.1 The Seller will comply with:

- Anti-corruption laws, environmental protection, and Angolan labor laws.
- GCR's Code of Ethics.

10.2 **Prohibition of Irregular Work:** No form of child labor, forced labor, or unsafe working conditions.

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## 11. DATA PROTECTION

11.1 **Applicable Law:** Angolan Personal Data Protection Law (Law No. 22/11).

11.2 **Seller's Obligations:**

- Process data only for contractual purposes.
- Notify security breaches within **24 hours**.

## 12. CONTRACT TERMINATION

12.1 The Buyer may terminate the contract if:

- The Seller breaches obligations and fails to remedy within **15 days**.
- Insolvency or unauthorized changes in the Seller's corporate control occur.

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## 13. APPLICABLE LAW AND ARBITRATION

13.1 **Jurisdiction:** Laws of Angola, excluding the Vienna Convention of 1980.

13.2 **Arbitration:** Disputes resolved by the **Luanda Arbitration Center**, under the rules of the Angolan Chamber of Commerce.

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## APPENDIX 1 – DATA PROTECTION

1. **Purpose of Processing:** Supplier management, credit checks, and contract compliance.
2. **Security Measures:** Encryption, access control, and immediate notification of breaches.
3. **Subcontracting:** Only with the Buyer's written authorization.

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## Procurement Process Flow

1. Buyer issues Purchase Order →
2. Seller confirms + Buyer Information Form →
3. Buyer pays 70% advance (for Services) or Prepayment (for Materials) →
4. Seller executes Services/Delivers Goods + DRS →
5. Buyer verifies and signs DRS →
6. Seller issues Final Invoice →
7. Buyer pays 30% balance within 30 days (for Services) or within 30 days (for Materials) →
8. Warranty activation (24 months).



## Procurement Process Flow



### Buyer issues Purchase Order

The buyer initiates the procurement process by issuing a purchase order.

The seller confirms the order and completes the buyer information form.

### Seller confirms + Buyer Information Form



### Buyer pays 70% advance

The buyer makes an advance payment of 70%.

The seller delivers goods or services and provides a Delivery Receipt Signature (DRS).

### Seller executes Services/Delivers Goods + DRS



### Buyer verifies and signs DRS

The buyer checks the delivery and signs the DRS.

The seller issues the final invoice for the transaction.

### Seller issues Final Invoice



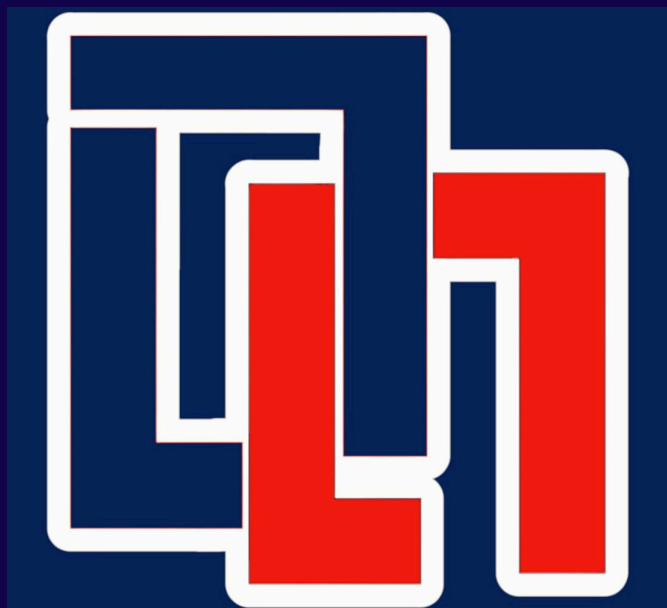
### Buyer pays 30% balance

The buyer pays the remaining 30% balance.

The warranty is activated for a period of 24 months.

### Warranty activation





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