

## **Société de Gestion du Terminal à Conteneurs de Doraleh (SGTD)**

Po Box: 2081  
Doraleh, Djibouti  
Republic of Djibouti

### **General Terms of use SGTD Suppliers Portal**

*Please read the following terms and conditions of use before using this Procurement Portal. In using this Procurement Portal – or any other branded Procurement Portal that is powered by SGTD you agree to these terms and conditions of use. SGTD reserves the right to update these terms and conditions at any time without notice to you.*

#### **A. GENERAL PROVISION**

##### **1. Scope of application**

1.1 SGTD, having its registered office at Po Box: 2081, Doraleh, Djibouti, Republic of Djibouti (hereinafter "SGTD"), is the provider of the SGTD Supplier Portal „SOURCING online“(hereinafter only the "Supplier Portal", currently available under <https://sgtdsourcing-prep.bravosolution.com>.

1.2 The Supplier Portal is a web-based platform via which authorized suppliers can submit offers for the sale of products and services to SGTD. For the purposes of these Terms and Conditions of Use and Purchase (hereinafter "Terms and Conditions")

1.3 These Terms and Conditions govern the use of the Supplier Portal by the supplier (particularly Section B) as well as the Terms and conditions of the contracts and agreements entered into electronically based on the Supplier Portal (particularly Section C).

1.4 SGTD hereby declares that these Terms and Conditions apply and are accepted. SGTD and its procurement team are hereinafter also referred to individually as "Customer" and collectively as "Customers."

1.5 By registering individual users of the supplier in the Supplier Portal, the supplier accepts the exclusive applicability of these Terms and Conditions with regard to the use of the Supplier Portal as well as with regard to the sale of products and services to the Customer based on the Supplier Portal. The statutory provisions apply in addition thereto. General terms and conditions of business of the supplier or other contractual provisions between the supplier and the Customer that vary from these Terms and Conditions expressly do not apply.

#### **B. Terms of use for the Supplier Portal**

##### **2. Authorization, registration, and login information**

**2.1** Only suppliers authorized by SGTD are permitted to access and use the Supplier Portal. SGTD notifies a supplier of its authorization via email; this email notification also includes a link for registering individual users. There is no legal claim to authorization. SGTD is free to revoke an authorization retroactively, stating the grounds for such action, or to block associated user accounts.

**2.2** The sole right conferred by authorization is the supplier's right to register individual employees of the supplier's company as users of the Supplier Portal. The supplier is responsible for ensuring that the users provide complete, truthful information within the scope of the registration process, and that in the event of any later changes, they communicate such changes to SGTD without delay (if and insofar as provided in the Supplier Portal itself or, if not possible, via email to : [DCT\\_Purchasing@dct.dj](mailto:DCT_Purchasing@dct.dj)). The supplier shall, in particular, provide notice without delay if the users' right to represent the supplier for their access to the Supplier Portal should lapse.

**2.3** Within the scope of the registration process, each user is required to set a password for his or her login name (login name and password hereinafter collectively "Login Information").

**2.4** The supplier is responsible for ensuring that the users' Login Information is not disclosed to third parties. The supplier shall also ensure that third parties are not given any opportunity to view the Supplier Portal, including in the form of screenshots or printouts.

**2.5** The supplier shall take reasonable action to protect all Login Information for users provided to it against unauthorized access by third parties. The supplier is liable for all activities performed on the Supplier Portal under the users' Login

Information, unless the supplier can prove that the information has become known to third parties without any fault on the supplier's part.

After every use, users must log out of the password-protected area. If and insofar as the supplier becomes aware that third parties are abusing the Login Information, the supplier shall notify SGTD thereof without delay.

**2.6** After receiving a notice pursuant to Sec. 2.5, SGTD shall block access to the passwordprotected area using this Login Information. A block cannot be removed until after the supplier makes a separate request to that effect with SGTD, or after re-registration takes place.

### **3. Supplier's duties and obligations**

**3.1** The supplier shall refrain from engaging in any of the following activities when using the Supplier Portal through its users:

- Transmitting content with viruses, Trojan horses, or other malware;
- Infringing industrial property rights and copyrights or other property rights of third parties; and
- Entering, saving, or transmitting hyperlinks or content without authorization, particularly if such hyperlinks or content is unlawful.

**3.2** For its own protection and to prevent the Supplier Portal from being infected with viruses or other malware, the supplier shall ensure internally that reasonable security precautions and virus scanners are in place. This applies accordingly to SGTD.

**3.3** The supplier is obligated to ensure, at its own expense, that it has a properly functioning computer configuration and internet access that enable the supplier to use the Supplier Portal.

SGTD recommends Microsoft Internet Explorer as a browser. Please contact SGTD for information on the optimum version. It may not be possible to use the Supplier Portal with other web browsers, or the use of some features may be limited.

**3.4** The supplier grants SGTD a non-exclusive right, not subject to compensation and unrestricted in space and time, to use, reproduce, edit, execute, and display any and all content transmitted by the supplier to SGTD and intended for use on the Supplier Portal, particularly prices for products and self-reported information (hereinafter collectively "Supplier Content") in whole or in part, provided that so doing serves to implement and execute ordering processes with the supplier. The supplier warrants that it is authorized to grant the rights to Supplier Content that are listed in this subsection to SGTD.

**3.5** The supplier bears full and sole responsibility for ensuring, at all times, the accuracy of the Supplier Content saved on the Supplier Portal as well as the product-related settings and parameters set within the Supplier Portal (e.g. countries of use/sale, sales regions). The supplier can manually delete or edit saved Supplier Content as well as the aforementioned settings and parameters. The supplier is obligated to check and monitor the accuracy thereof with care. This applies in particular to product-related standard settings and parameters set by default in the system (e.g. permissible countries of use/sale for the supplier's products). The Supplier Content as well as the settings and parameters are legally binding as from the time at which they are saved.

**3.6** By way of prior coordination with SGTD (particularly with regard to the permissible format), the supplier may transmit new or changed Supplier Content to SGTD in collected form for saving on the Supplier Portal. Should such content be provided by the supplier before 4:30 p.m. on a working day, SGTD will save it on the Supplier Portal no later than 9:00 a.m. on the next working day, at which point it will become legally binding.

**3.7** The supplier shall indemnify and hold harmless the Customer against all claims and demands asserted by third parties based directly or indirectly on incorrect Supplier Content, settings, and/or parameters (e.g. incorrect prices, product information, etc.). The supplier shall compensate the Customer for damage and/or losses based directly or indirectly on incorrect Supplier Content, settings, and/or parameters.

### **4. Data privacy and protection; termination by the supplier**

**4.1** To enable the supplier to register and use the Supplier Portal, it may be necessary to save and process personal information of the supplier and/or its users. When collecting, using, and processing personal information, SGTD observes the applicable laws and regulations on data protection and privacy.

**4.2** The supplier can terminate its authorization and the registration of its users on the Supplier Portal at any time upon 30 days' notice, effective as of the end of a calendar month. SGTD shall permanently delete personal information of the supplier no later than the time at which the notice of termination takes effect.

### **C. Terms and conditions of purchase**

## **5. Acceptances of the general terms of purchases**

**5.1** The number of order will have to be obligatorily mentioned on all delivery and invoicing documents of the supplier sent to the Procurement department of the SGTD within the framework of the execution of the service. The invoice in 3 specimens must reach the department of accounts of the SGTD

**5.2** A contract of purchase is valid only if it is subjected to a purchase order or a duly signed contract. In the exceptional and urgent case when an order placed by the SGTD by telephone, fax, etc the supplier will have to require a written confirmation by means of a purchase order before the delivery of any goods. All modifications suggested by the supplier on one element of an order will engage the responsibility of the SGTD only after its written agreement.

**5.3** The object of the order is defined by:

- The order signed by our care and appendices
- Technical documents, specifications, Schedule of conditions,
- The standards to which it is referred in the specifications.
- Tender / RFQ terms& conditions

Moreover, the supplier commits himself giving to SGTD any document such as card-indexes data safety, note required to the use of the product or procured service.

**5.4** Unless otherwise specified in the purchase order, the official standards are applicable to the services which, anyway, must be carried out in accordance with the code of practice between professional of the considered field. Any supplier providing a service whose design is exclusive property of the SGTD is by no means authorized to transmit the execution of orders to third parties.

## **6. Delivery time, delivery**

**6.1** The delivery date to the place indicated on the order is of strength. Any delay beyond this date shall involve for the supplier penalties for the delay without prejudice of the avoidance clause. These penalties will be applicable in the event of partial delivery. The supplier is reputed formally noticed upon completion of the term without further formality.

**6.2** Except contrary provisions holding with the INCOTERM, the risks remain with the supplier until reception at the delivery point indicated in the present order.

**6.3** Any delivery of goods must be made during the opening hours of the receiving service. The goods travel under the supplier's sole risks and responsibility and will have to be properly insured.

Regardless of the forwarding and transport methods, the reception will be acknowledged on the destination. The discharge receipt given upon reception does not equate and is not synonym of final acceptance.

\*Imported items / material need to provide with BOL or AWB, Packing list, origin of manufacture, original invoice and to send all shipments & documents to SGTD address mentioned in the approved purchase order

## **7. Transfer of property**

**7.1** Any clause of reserve of property by the supplier will be done in writing. If the object of the order gives place to a production process spread out in time, the transfer of property to our profit will progressively be carried out based on the processing progress except for the risks which will remain with the supplier until full reception of the order.

**7.2** For the goods, the transfer of risks will be made upon delivery with the place defined by the Central Procurement of SGTD; the transfer of property will be done upon the acceptance of the concerned goods.

## **8. Invoicing/Payment**

**8.1** The number of order will have to be obligatorily mentioned on all delivery and invoicing documents of the supplier sent to the Procurement department of the SGTD within the framework of the execution of the service. The invoice in 3 specimens must reach the department of accounts of the SGTD.

**8.2** Payments to the supplier are made (subject to conformity of the provided services) according to conditions established with the Management of the SGTD and reported on the contract or the purchase order regarding the service carried out.

## **9. Force Majeure**

**9.1** The cases of absolute necessity will be treated according to rules of the Djiboutian civil code and commercial code.

**9.2** The affected part will promptly draw the attention of the other part and will inform of the probable duration of the absolute necessity event. It will be expected to make all the required efforts to minimize the effects arising from this situation.

## **10. Conformity**

The supplier guarantees in any assumption including in the event of under authorized subcontracting the conformity of the supplies delivered to the stipulations of the order and the legislative and lawful regulations in particular regarding safety and environment. In the event of nonconformity the supplier commits himself in undertaking as soon as possible the replacement of the order without prejudice of all other damages. The defective products will be given at the disposal of the supplier at his expenses, risks and dangers including those related to forwarding. The supplier will then have to refund the sums already disbursed and to compensate us for any prejudice caused.

## **11. Responsibility**

In addition to his legal responsibility as vendor, the supplier remains fully responsible for damages of any nature that himself, his appointees or any person to which it would appeal to assist him or carry out the contract, could cause either to the purchaser than to third parties on the occasion of any operation entering within the framework of this contract.

## **12. Insurances**

Without prejudice of the application of article 12, the supplier will have to subscribe the guarantees of insurances necessary to cover the responsibilities which it incurs due to the execution of this contract for all the physical, immaterial or material damages including the damage with what exists.

The purchaser reserves the right to request from the supplier the certificates of guarantees that he will have subscribed.

## **13. Guarantees / Guarantee of ousting because of the thirds**

**13.1** Acceptance by the supplier of the orders of the SGTD implies the commitment by him to guarantee parts and labour necessary for the realization of the services.

**13.2** The supplier guarantees SGTD against any action or claim of a third party based on a patent or intellectual right. He will handle the procedure in defense and will compensate us for all the damage and all the expenses that may result from the consequences of this procedure.

## **14. Avoidance clause**

In the event of non-execution by the supplier of one of the clauses as of his contractual obligations, the purchaser will be able, after formal notice by RL with AR remained without effect after a one month deadline, to terminate the full contract without prejudice of any request for damages.

## **15. Attributive clause of jurisdiction**

In the event of dispute on the interpretation or the fulfilment of this contract, the Court of Djibouti will be qualified.

