



IMA World Health Standard General Contract Terms and Conditions

1. ACCEPTANCE OF THE PURCHASE ORDER

This Purchase Order may only be accepted by the Vendor's signing and returning an acknowledgement copy of it or by timely delivery of the goods in accordance with the terms of this Purchase Order, as herein specified. Acceptance of this Purchase Order shall effect a Purchase Order between the Parties under which the rights and obligations of the Parties shall be governed solely by the terms and conditions of this Purchase Order, including these General Conditions. No additional or inconsistent provisions proposed by the Vendor shall bind IMA WORLD HEALTH unless agreed to in writing by a duly authorized official of IMA WORLD HEALTH.

2. GOOD AND SERVICES

Seller shall deliver the Goods and Services by the delivery date or within the delivery period specified in quote or purchase order. If no delivery date is specified, Seller shall deliver in full within a reasonable time of receipt of the Order. Timely delivery is of the essence. If Seller fails to deliver the Goods or Services in full, on the Delivery Date, Buyer may terminate the Order immediately and Seller shall indemnify Buyer against any losses, damages, and reasonable costs and expenses attributable to Seller's failure to deliver.

INVOICING

Invoices should be addressed to:

IMA World Health
1730 Mth St NW, Suite 1100
Washington DC, 20036

Invoices may be sent in electronic format

Vendor must provide the following banking information:

Beneficiary Bank;
Full name and street address of bank branch
Payee's bank account number
Account number:
ABA/IBAN/SWIFT number

3. PAYMENT

- a) Payment under this Purchase Order will be made via check or wire.
- b) Payment will be issued according to the amount (s) listed on the purchase order for the effective period only. IMA WORLD HEALTH shall, on fulfilment of the Service Delivery Terms, unless otherwise provided in this Purchase Order, make payment within 30 days of receipt of the Vendor's invoice for the goods.
- c) The prices shown in this Purchase Order may not be increased except by express written agreement with IMA WORLD HEALTH.

4. CONFIDENTIALITY

Vendor acknowledges that any information obtained in performing this Agreement regarding IMA World Health's operations, products, services, policies, systems, programs, procedures, employees, strategies, research, budgets, proposals, finances, plans, donor or business relationships, or any other aspect of its business that is not generally known to the public, is confidential and proprietary. During and after the Term, vendor will hold such information confidential and will not:

(i) use such information for any purpose other than performance of this Agreement; or (ii) disclose such information, directly or indirectly, to anyone outside IMA World Health, without in each instance the prior written consent of IMA World Health.

5. INTELLECTUAL PROPERTY INFRINGEMENT

The Vendor warrants that the use or supply by IMA WORLD HEALTH of the goods or services sold under this Purchase Order does not infringe any patent, design, trade-name or trade-mark. In addition, the Vendor shall, pursuant to this warranty, indemnify, defend and hold IMA WORLD HEALTH harmless from any actions or claims brought against IMA WORLD HEALTH pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising in connection with the goods or services sold under this Purchase Order.

6. RIGHTS OF IMA WORLD HEALTH

In case of failure by the Vendor to fulfil its obligations under the terms and conditions of this Purchase Order or to make delivery of all or part of the goods by the agreed delivery date or dates, IMA WORLD HEALTH may, after giving the Vendor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- a) Procure all or part of the goods from other sources, in which event IMA WORLD HEALTH may hold the Vendor responsible for any excess cost occasioned thereby.
- b) Cancel this Purchase Order without any liability for termination charges or any other liability of any kind to IMA WORLD HEALTH.

7. TERMINATION

This Agreement may be terminated by either Party at any time prior to or at the scheduled expiration date with or without cause by issuance of a thirty (30) days written notice. In the event of such

termination, IMA World Health will pay the Vendor for the actual amount of services rendered up to the point of termination.

8. PROHIBITION ON ADVERTISING

The Vendor shall not advertise or otherwise make public that it is furnishing goods or services to IMA WORLD HEALTH without specific permission of IMA WORLD HEALTH in each instance.

9. ASSIGNMENT AND INSOLVENCY

- a) The Vendor shall not, except after obtaining the written consent of IMA WORLD HEALTH, assign, transfer, pledge or make other disposition of this Purchase Order, or any part thereof, or any of the Vendor's rights or obligations under this Purchase Order.
- b) Should the Vendor become insolvent or should control of the Vendor change by virtue of insolvency, IMA WORLD HEALTH may, without prejudice to any other rights or remedies, immediately terminate this Purchase Order by giving the Vendor written notice of termination.

10. GENERAL INDEMNIFICATION.

Each Party shall indemnify, defend and hold harmless the other Party and any affiliated and controlling entities of such Party, and the directors, employees, officers, agents, subcontractors, licensors and suppliers from and against all third party liabilities, claims, suites, demands, actions, fines, damages, losses, costs and expenses (including reasonable attorney's fees) ("Claims") for injury to or death of any person or damage to or loss of improvements to real property or tangible personal property to the extent caused by or resulting from such Party's negligent acts or omissions or willful misconduct, except to the extent caused by the Indemnitee.

11.FORCE MAJEURE

A. If the Vendor fails to perform any of its obligations under this Contract due to a force majeure event, the Vendor shall, to such extent, not be liable to the Purchaser for any excess costs directly arising from such failure to perform, and the availability for sampling schedule shall be deemed extended by the duration of that event, provided that the Vendor notifies the Purchaser in writing, within ten (10) days after the beginning of the force majeure event, of the failure(s) and the cause(s) thereof. The term "force majeure event" Is defined as a cause, not in existence on the Effective Date of the Contract that is beyond the control and without the fault or negligence of the Vendor, of a type whose occurrence was not reasonably foreseeable at the time the Contract was executed. Examples of force majeure events include, without limitation, the sovereign acts of governments, fires, floods, epidemics, revolutions, quarantine restrictions, freight embargoes, or prolonged unusually severe weather conditions. A delay by an approved assignee or subcontractor shall not constitute a force majeure event, unless the cause of the delay, if it had occurred directly to the Vendor, would have qualified as such an event.

B. Notwithstanding the occurrence of a force majeure event, the Vendor, unless otherwise directed by the Purchaser in writing, shall continue to perform its obligations under this Contract to the maximum extent practicable. In addition, the Vendor shall seek, at no additional cost, all reasonable alternative means of performance not precluded by the force majeure event.

C. The occurrence or continuation of a force majeure event shall not, by itself, entitle the Vendor to any increase in the prices stated in this Contract.

12. TERRORISM

- a) As a acceptance of Purchase Order, Vendor hereby certifies that it has not provided and will not provide material support or resources to any individual or entity that it knows, or has reason to know, is an individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity, including but not limited to the individuals and entities listed in the Annex to Executive Order 13224 and other such individuals and entities that may be later designated by the United States under any of the following authorities: § 219 of the Immigration and Nationality Act, as amended (8 U.S.C. § 1189), the International Emergency Economic Powers Act (50 U.S.C. § 1701 et seq.), the National Emergencies Act (50 U.S.C. § 1601 et seq.), or § 212(a)(3)(B) of the Immigration and Nationality Act, as amended by the USA Patriot Act of 2001, Pub. L. 107- 56 (October 26, 2001) (8 U.S.C. §1182). Vendor further certifies that it will not provide material support or resources to any individual or entity that it knows, or has reason to know, is acting as an agent for any individual or entity that advocates, plans, sponsors, engages in, or has engaged in, terrorist activity, or that has been so designated, or will immediately cease such support if an entity is so designated after the date of the referenced agreement.
- b) For purposes of this certification, "material support and resources" includes currency or other financial securities, financial services, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.
- c) For purposes of this certification, "engage in terrorist activity" shall have the same meaning as in section 212(a)(3)(B)(iv) of the Immigration and Nationality Act, as amended (8 U.S.C. § 1182(a)(3)(B)(iv)). For purposes of this certification, "entity" means a partnership, association, corporation, or other organization, group, or subgroup.
- d) This certification is an express term and condition of the Purchase Order and any violation of it shall be grounds for unilateral termination of the agreement by Purchaser prior to the end of its term.

13. GOVERNING LAW

- a) The governing language of Purchase Order shall be English, and all notices and other communications relating or pursuant to the provisions of the Purchase Order (including, without limitation, those in connection with issues, settlement of disputes) shall be in English.
- b) The Purchase Order, its formation, and the facts and circumstances surrounding its making and performance, shall be interpreted in accordance with the following, listed in order of precedence: (1) the express terms and conditions of the Purchase Order, and (2) the laws in effect in **Washington DC**.

14. SETTLEMENT OF DISPUTES

a) **Amicable Settlement: Issues**

The Parties shall exert their best efforts, in good faith, to consult together to resolve all issues that may arise in connection with his Purchase Order, its formation, or the surrounding facts and circumstances, in an equitable and mutually satisfactory manner. An issue that cannot be resolved in this way shall be treated as a disagreement

b) **Arbitration: Disagreements and Disputes**

- i. In the event of a Disagreement arising under or relating to this Purchase Order, its formation, or the surrounding facts and circumstances, either Party (the "Initiating Party") may submit to the other Party (the "Receiving Party") a written statement, specifically designated as a Notice of Disagreement, briefly describing the nature of the problem, the position of the Initiating Party regarding the problem, a narrative of the material facts and arguments in favor of the Initiating Party's position, and a statement of the actions or other relief requested.
- ii. Within thirty (30) days after receipt of a Notice of Disagreement, the Receiving Party shall issue a written decision (a "Decision"), designated as such, with supporting findings and reasons, and promptly communicate the same to the Initiating Party.
- iii. Within ninety (30) days after the issuance of a Decision, either Party may deem the disagreement to be a dispute (a "Dispute") and refer it to arbitration. All Disputes arising under or relating to this Purchase Order, its formation, or the surrounding facts and circumstances, -- regardless of their legal nature, category, or amount -- shall be finally settled under the international arbitration rules of the American Arbitration Association ("AAA"), as then in effect, by one or more arbitrators appointed in accordance with the said rules and the provisions of this Article.
- iv. In any AAA arbitration, the Parties agree as follows: (1) each Party shall bear its own costs, and the AAA's costs and fees shall be assessed as the arbitrator deems appropriate; (2) the place of arbitration shall be Washington DC., or any other location on which the Parties may subsequently agree; (3) the language of all proceedings, communications, and the award, shall be English; (4) the Parties shall mutually agree on a single arbitrator (failing which, either Party may request the AAA to make a designation); (5) unless otherwise agreed in writing by the Parties, the arbitrator shall decide the case solely upon submission of written documentation and statements, examining such materials and resolving the matter by issuance of a written decision which may include a monetary award (but not a penalty, however described), as appropriate.
- v. The procedures of this Article shall be the sole and exclusive method for resolution of all Disagreements and Disputes in connection with this Purchase Order, its formation, and the facts and circumstances surrounding its making and performance. Parties specifically represent and warrant that an arbitration award issued pursuant to this Article will be enforceable under laws of Vendor's country. Any such award shall be final and binding on the Parties. Judgment may be entered upon the award in a court of competent jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order for enforcement.
- vi. Notwithstanding the existence of a Disagreement or Dispute under this Sub Article, or of an issue pursuant to Sub Article 14.1, the Parties shall, unless otherwise mutually agreed in writing by the Parties, continue to perform their obligations under the Purchase Order.

- vii. If a judicial proceeding is brought (1) to resolve a Dispute subject to arbitration hereunder, or (2) to challenge the validity of an award rendered hereunder, each defendant in that proceeding, if it prevails, shall receive its costs, fees and reasonable attorneys' fees, including costs and fees on appeal. If a Party fails to comply with an award rendered hereunder, and the other Party is forced to seek enforcement of the award in court, each plaintiff in that proceeding, if it prevails, will be entitled to receive its costs, fees and reasonable attorneys' fees, including costs and fees on appeal.
- viii. The arbitral tribunal shall have no authority to award punitive damages.