

FEDERATION GENERAL TERMS & CONDITIONS ON PURCHASING

1. **Acknowledgment:** A duplicate of the Purchase Order or contract is attached and marked "Copy for acknowledgment and acceptance of conditions of contract". Please detach, sign and date this copy and return by registered mail to the Procurement Service, International Federation of Red Cross and Red Crescent Societies, Box 372, 1211 Geneva 19, Switzerland.

2. **Acceptance:** No Purchase Order shall become effective and no contract shall exist until the Federation has received from the Supplier their written acceptance of the conditions which govern the Purchase Order or Contract. This can be accomplished by return of the signed Acknowledgment Copy.

3. **Tax Exemption:** The Supplier's price shall reflect any tax exemption to which the Federation is entitled by reason of any privileges or immunities enjoyed by it. If it is subsequently determined that any taxes which have been included in the price are not required to be paid, the Federation shall deduct the amount from the contract price, and any amounts already paid shall be refunded.

4. **Discount:** Time in connection with any discounts offered will be computed from the date of receipt by the Federation of full documentation as specified by the Purchase Order, Contract or Annex thereto.

5. **Warranty:** The Supplier warrants the goods or services furnished under this Purchase Order / Contract to be fit for their intended use and free from defects in workmanship and materials, and indemnifies the Federation against any claims resulting therefrom. This warranty is without prejudice to any further guarantees that the Supplier provides to its purchasers - such guarantees shall apply to the goods or services that are the subject of this Purchase Order / Contract.

6. **Inspection:** The duly authorized representatives of the Federation shall have the right to inspect the goods or services that are the subject of this Purchase Order / Contract at the Supplier's stores, during manufacture, in the ports or at places of shipment, and the Supplier shall cooperate and provide all facilities for such inspection. The Federation may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of the Federation or any waiver thereof shall not prejudice the implementation of any other relevant provisions of this Purchase Order / Contract concerning obligations of the Supplier, such as warranty or conformance of goods or services to specifications.

7. **Packing:** The Supplier shall pack all goods with new sound materials and with every care in accordance with normal commercial standards of export packing for the type of goods specified herein. Packing materials must be adequate to safeguard the goods while in transit. The Supplier shall be responsible for any damage or loss which can be shown to have resulted from faulty or inadequate packing.

8. **Export License:** The Purchase Order / Contract is subject to the obtaining of any export license or other governmental authorization which may be required. It shall be the responsibility of the Supplier to inform the Federation beforehand of such restrictions and obtain such license or authorization, but the Federation will use its best endeavors to assist. In the event of refusal thereof, the Purchase Order / Contract will be annulled and all claims between the parties automatically waived.

9. **Force Majeure:** Force majeure, as used herein, shall mean acts of God, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by, nor within the control of either party, and which neither party is able to overcome. As soon as possible after the occurrence of any force majeure event and within not more than 15 days, either party thereby rendered unable, wholly or in part, to perform its obligations under the Purchase Order / Contract, shall give notice and full particulars in writing to the other party. The party receiving such notice shall then have the right to terminate the Purchase Order / Contract by giving seven days written notice of termination. On termination of the Purchase Order / Contract, the Supplier shall return any deposit or advance payment by the Federation.

10. **Default:** In case of default by the Supplier, including but not limited to failure or refusal to make deliveries within the time limit specified, the Federation terminate the Purchase Order / Contract by written notice with immediate effect and may procure the goods or services from other sources and hold the Supplier responsible for any excess costs occasioned thereby. The Supplier shall have no right to receive payment for deliveries dispatched following receipt of such notice.

11. **Conformity with Specifications:** In the case of goods or services purchased on the basis of specifications, the Supplier warrants their conformity. The Federation shall have the right to reject and refuse payment for all non-conforming goods or services. In case of non-conformity the Supplier may propose a suitable alternative for the Federation's consideration.

12. **Confidentiality and Data Protection:**

The Parties agree to treat as confidential and not at any time disclose or permit to be disclosed any information relating to their respective operations or finances where such information was received during the term of this Agreement or in the course of its negotiation. The duty of confidentiality shall survive the completion or termination of this Agreement.

In general, you are expected to treat any personal data that you process as a result of the applicable project/contract in compliance with applicable data protection and privacy laws. In the event that there are no applicable laws in the country (or countries) of performance of the contract/project, then IFRC's Policy on the Protection of Personal Data shall serve as the outline for your obligations. Those obligations include, but are not limited to: A. Personal Data may only be used for the purposes of fulfilling this Agreement/contract/project/grant (as applicable), and more generally according to instructions of IFRC when it acts as the Data Controller; B. A legal/legitimate basis (or bases) shall be identified for all processing operations; C. Personal Data processing shall only be done so far as the data used and the means of processing consider the principles of proportionality, data accuracy and minimization; D. You shall ensure (where you act as a Data Controller), that adequate and understandable information about Personal Data processing and any related rights shall be provided to data subjects. Additional details on Supplier's commitments to data protection and on the Federation's handling of your data are found here:

<https://www.ifrc.org/document/data-protection-statement-related-procurements-partnerships-and-grants> and <https://www.ifrc.org/data-protection>.

13. **Ethical Conditions:** The Supplier shall not be on bankruptcy, wound up or have affairs administered by the Court, neither have entered into an arrangement with creditors, nor have suspended business activities, or be subject to proceedings concerning those matters or be in any analogous situation arising from a similar procedure provided for in national legislation or regulations.

The Supplier shall neither be guilty of grave professional misconduct nor be convicted of the same.

The Supplier shall not be subject to a judgment that has force of Res Judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity.

The Supplier shall have fulfilled obligations relating to the payment of social security contributions and taxes in accordance with the legal provisions of the country in which he is established or the country where the contract is performed.

The Supplier guarantees that he is respecting fundamental rights and is in no way complicit in human rights abuses. He is not exploiting child labour and forced labour and respects the basic social rights and working conditions in the countries involved.

14. **Disputes-Arbitration:** Any dispute, claim, or controversy arising out of or in relation to this Purchase Order / Contract, or the validity, breach, or termination thereof, shall be referred to arbitration under the United Nations Commission on International Trade Law Arbitration Rules, subject to such modification as the parties may agree in writing. The arbitration shall be conducted in the English language and shall be governed by the substantive law of Switzerland. The arbitral tribunal shall have no authority to award punitive damages. The parties agree to be bound by any arbitration award rendered in accordance with this paragraph as final adjudication of any such dispute, claim or controversy.

15. **Privileges and Immunities:** Nothing in or relating to this Purchase Order / Contract shall constitute or be deemed a waiver, express or implied, of any privilege or immunity enjoyed by the Federation, whether pursuant to existing conventions, treaties, or agreements, such as the agreement of 29 November 1996 between the Federation and the Swiss Federal Council regarding the legal status of the Federation in Switzerland, or any other convention, treaty, or agreement which may come into force.

16. **Assignment.** The Supplier shall not assign, transfer, pledge or make other disposition of this Purchase Order / Contract or of any of the

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Supplier's rights, claims or obligations hereunder except with the prior written consent of the Federation.

17. **Bankruptcy**: Should the Supplier file any petition for bankruptcy or make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Supplier's insolvency, the Federation may terminate this Purchase Order / Contract by written notice with immediate effect.

18. **Advertising**: Unless authorized in advance in writing by the Federation, the Supplier shall not advertise or otherwise make public the fact that it is a Supplier to the Federation and / or any National Red Cross or Red Crescent Society, or use the name, emblem or official seal of any of them or any abbreviation or derivation thereof whether for advertising or any other purposes.

19. **Officials Not to Benefit**: The Supplier represents and warrants that no official of the International Federation of Red Cross and Red Crescent Societies has been, or shall be, admitted by the Supplier to any direct or indirect benefit arising from this Purchase Order / Contract or the award thereof. The Supplier agrees that breach of this provision is a breach of an essential term of this Purchase Order / Contract.

20. **Amendments**: No changes or modifications to this Purchase Order / Contract shall be valid unless set forth in writing signed by both parties.

21. **Notice**: Service of any notice shall be deemed to be good if sent by registered mail, telex, fax or cable to the addresses of both parties, set out in the heading of this Purchase Order / Contract.

22. **Governing Law**: This Purchase Order / Contract is considered to be concluded in Geneva, Switzerland and shall be governed by Swiss law.