

"UNICEF GENERAL TERMS AND CONDITIONS"

A. ACKNOWLEDGEMENT COPY

Acceptance of a Purchase Order shall form a binding contract with the Supplier signing and returning the acknowledgement copy or by the timely delivery of the goods specified.

B. DELIVERY DATE

Delivery Date to be understood as the time the goods have to be available at the location indicated under Delivery Terms (INCOTERMS).

C. PAYMENT TERMS

1. UNICEF shall, on fulfilment of the Delivery Terms, unless otherwise specified in the Purchase Order or Contract, make payment within 30 days of receipt of the Supplier's invoice for the goods and copies of the customary shipping documents specified in the contract.
2. Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the contract.
3. Unless authorized by UNICEF, a separate invoice must be submitted in respect of each Purchase Order or Contract. Each invoice shall indicate the identification number of the corresponding Purchase Order or Contract.
4. The prices shown in the Purchase Order or Contract may not be increased except by express written agreement of UNICEF.
5. Inspection prior to shipment does not relieve the Supplier from his contractual obligations.
6. UNICEF shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to the Purchase Order or Contract; payment for goods pursuant to the Purchase Order or Contract shall not be deemed an acceptance of the goods.

D. TAX EXEMPTION

1. Section 7 of the Convention of the Privileges and Immunities of the United Nations provides inter-alia that the UN, including its subsidiary organs, is exempt from all direct taxes and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize UNICEF's exemption from such taxes, duties or charges, the Supplier shall immediately consult with UNICEF to determine a mutually acceptable procedure.
2. Accordingly, the Supplier authorizes UNICEF to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with UNICEF before the payment thereof and UNICEF has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide UNICEF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

E. EXPORT LICENCES

If an export licence or licences are required for the goods, the Supplier shall obtain the licence or licences.

F. RISK OF LOSS

Risk of loss, injury or destruction to the goods shall be borne by the Supplier until physical delivery of the goods has been completed in accordance with the Purchase Order or Contract.

G. FITNESS OF GOODS/PACKING

The Supplier warrants that the goods, including adequate packing, conform to the specifications and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Supplier by UNICEF, and are free from defects in workmanship and materials. The Supplier also warrants that the goods are contained or packaged adequately to protect the goods.

H. WARRANTY CLAUSE

The Supplier warrants that the use or supply by UNICEF of the goods offered for sale under the Purchase Order or Contract do not infringe any patent, trade-name or trade-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend and hold harmless UNICEF and the United Nations from any actions or claims brought against UNICEF or the United Nations pertaining to the alleged infringement of a patent, design, trade-name or trade-mark arising from the Purchase Order or Contract.

I. RIGHTS OF UNICEF

In case of failure by the Supplier to perform under the terms and conditions of the Purchase Order or Contract, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed delivery date or dates, UNICEF may, after giving the Supplier reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

1. Procure all or part of the goods from other sources, in which event UNICEF may hold the Supplier responsible for any excess cost occasioned thereby.
2. Refuse to accept delivery of all or part of the goods.
3. Terminate the Purchase Order or Contract.

J. ASSIGNMENT AND INSOLVENCY

1. The Supplier shall not, except after obtaining the written consent of UNICEF assign, transfer, pledge or make other disposition of the Purchase Order or Contract, or any part thereof, or any of the Supplier's rights or obligations under the Purchase Order or Contract.
2. Should the Supplier become insolvent or should control of the Supplier change by virtue of insolvency, UNICEF may without prejudice to any other rights or remedies, terminate the Purchase Order or Contract by giving the Supplier written notice of termination.

K. USE OF UNICEF NAME AND EMBLEM

The Supplier shall not use the name, emblem or official seal of UNICEF for any purpose.

L. PROHIBITION ON ADVERTISING

The Supplier shall not advertise or otherwise make public that the Supplier is furnishing goods or services to UNICEF without specific permission of UNICEF.

M. ARBITRATION

Any controversy, claim or dispute arising out of, or in connection with this Contract or any breach thereof, shall unless it is settled amicably by direct mutual negotiations, be referred to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

N. PRIVILEGES AND IMMUNITIES

The privileges and immunities of the UN, including its subsidiary organs, are not waived.

O. CHILD LABOUR

UNICEF fully subscribes to the Convention on the Rights of the Child and draws the attention of the Supplier to Article 32 of the Convention which, inter-alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

P. ANTI-PERSONNEL MINES

The Supplier guarantees that neither the Supplier's company, nor any of its affiliates, nor any subsidiaries controlled by the Supplier's company, is engaged in the sale or manufacture of anti-personnel mines or of components utilized in the manufacture of anti-personnel mines. The Supplier recognizes that a breach of this provision will entitle UNICEF to terminate its contract with the Supplier.