

## 1. SCOPE OF THE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions for Purchase of Goods (the “**GTCs for Goods**”) apply to the purchase of goods specified in any and all purchase orders or purchase contracts entered into by the Parties (the “**Goods**”). They set forth the general terms and conditions under which the ICRC (the “**ICRC**”) purchases Goods from the party named in a purchase order or purchase contract (the “**Supplier**”). Each single purchase order or purchase contract for the purchase of Goods, (each, a “**PO**”), together with these GCP, or any additional conditions agreed by the Parties in a frame agreement for the purchase of goods (the “**Frame Agreement**”) together with these GTCs for Goods, form the “**Purchase Agreement**”.

In case of conflict between the provisions of the GTCs for Goods and the POs, the POs shall prevail. In case of conflict between the POs, the most recent PO shall prevail. In case of conflict between a PO and any written agreement specifying the terms and conditions of such single order only, the written agreement specifying the terms and conditions of such single order only shall prevail. In case of conflict between a PO and any of its annexes, the PO shall prevail.

## 2. FORMATION OF THE PURCHASE AGREEMENT

### 2.1. General

The ICRC shall place its PO with the Supplier in writing or by email with electronic approval. The Purchase Agreement shall be formed upon receipt by the ICRC of the order acknowledgement or confirmation in writing or by email from the Supplier.

### 2.2. Waiver

Upon conclusion of the Purchase Agreement, the Supplier waives the application of its own general terms and conditions (if any).

### 2.3. Licenses and Authorizations

The conclusion of a Purchase Agreement is subject to obtaining licenses (including export and/or import licenses) when such licenses are required by governmental authorities and to comply with specific regulatory requirements when such requirements are applicable.

The Supplier shall be responsible for obtaining any license, authorization or exemption in connection with the sale or export of the Goods. Upon request, the ICRC will assist the Supplier to the best of its ability.

If the ICRC is required to obtain any license, authorization or exemption in connection with the purchase or export or import of the Goods, the Supplier shall cooperate with the ICRC to the fullest extent and at its own cost and expense. The Supplier shall also provide the ICRC with all necessary documents for export and import clearances. The Supplier is liable for all expenses or losses incurred by the ICRC due to incorrect and/or incomplete documents or for the late arrival of documents. The Supplier shall inform the ICRC of any potential export or re-export restrictions for the supplied Goods, whatever the country of destination. Such potential export or re-export restrictions for the concerned Goods must be clearly identified by the Supplier in advance in every offer to tenders or quotes.

## 3. PACKAGING AND LABELLING OF GOODS

### 3.1. General

The Supplier shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Supplier shall pack and mark in a proper manner in accordance with the PO and with any requirements imposed by the applicable laws and/or by the manufacturers and/or transporters of the Goods. The packing shall be adequate to safeguard the Goods during transportation and transit as well as for storage under special conditions (such as tropical or Siberian climate). The Supplier shall be responsible for damage or loss due to poor or inadequate packing and/or labelling.

Each shipment shall be accompanied by a packing list, stating the number of cartons, the exact contents (type and quantity) including batch number and expiry date for consumables (such as food or medical) and the serial number for equipment.

### 3.2. Packaging of Special Goods

The Supplier shall indicate the serial number of **equipment** on the outer packaging.

For **dangerous Goods**, the Supplier shall ensure that the packaging is in conformity with the IATA/IMO dangerous goods regulations.

**Liquids** shall be packed in unbreakable, leak-proof bottles or containers.

Goods such as vaccines shall be shipped in the correct packaging to maintain the **cold chain** and be labelled accordingly. The label shall be clearly visible and include the correct warnings (e.g. "KEEP COOL") as well as the required temperature for storage.

## 4. DELIVERY OF GOODS

### 4.1. General

The delivery of Goods shall occur according to the Incoterms® 2020 ICC specified in the PO.

Upon request from the ICRC, the Supplier shall inform the ICRC within 24 hours of the status and/or the geographical position of Goods.

### 4.2. Transfer of Ownership, Benefits and Risks

Ownership, benefits and risks shall be transferred to the ICRC in accordance with the Incoterms stipulated in the PO.

### 4.3. Delivery Deadlines

The dates and timeframe fixed by the ICRC are binding. If the Supplier fails to perform the Purchase Agreement in accordance with any agreed date or deadline, it shall automatically be deemed in delay.

### 4.4. Default in Delivery

In the event of a delay, the Supplier shall immediately inform the ICRC and provide the reasons for such delay as well as the expected delivery date. The Supplier is subject to contractual penalties if so provided by the PO or as stipulated

in the Frame Agreement. The Supplier shall also be liable for any additional expenses or losses incurred by a late delivery.

The ICRC may cancel the PO or the Frame Agreement with immediate effect by notifying the Supplier in writing. This right may be exercised as from the first day of delay or at the end of the grace period if applicable.

## 4.5. Inspection and Acceptance of the Goods

The ICRC shall proceed with the inspection of the Goods delivered as soon as possible, as of the delivery of each supplied Good in accordance with Article 4.3.

Delivery of the Goods shall not be considered in itself as acceptance of the Goods by the ICRC. The ICRC shall have the right to reject Goods delivered which are not in accordance with the PO, the Frame Agreement or otherwise agreed specifications.

## 5. PAYMENT TERMS

### 5.1 Payment

The Supplier shall sell the Goods at fixed prices.

Such prices shall be determined in the PO or in the Frame Agreement and shall cover all cost and expenses related to the sale of Goods in accordance with the Purchase Agreement.

ICRC shall only pay the Supplier for the Goods which have been delivered to the ICRC and accepted by ICRC in conformity with the Purchase Agreement.

### 5.2 Terms of payment

ICRC will pay the Supplier for Goods in accordance with the provisions set forth in the Purchase Agreement. In the absence of specific payment terms in the Purchase Agreement, the Supplier will promptly invoice ICRC upon delivery and formal acceptance of the Goods. Payment for any Goods delivered in accordance with the Purchase Agreement will be made within thirty (30) days after ICRC's receipt of an invoice referencing the applicable Purchase Agreement and itemizing all of the Goods' prices.

The Supplier will not invoice ICRC for, nor be entitled to, any amounts more than the amounts stated in the applicable PO. Unless expressly agreed otherwise by the Parties in writing with a specific reference to this Article 5.2, any amount shall be considered as fixed price. In addition, the Supplier shall not be entitled to any compensation for Goods that are not accepted by ICRC as being compliant with Article 4.5 or otherwise defective.

Unless otherwise agreed by the Parties in writing, all payments will be invoiced and paid in Swiss francs, regardless of the location in which the Goods are sold and the bank transfer fees applicable to international payments will be shared between the ICRC and the Supplier.

### 5.3 Invoicing Address

All invoices must indicate the requester's name and the PO reference, and have to be sent in PDF to the mail address specified in the PO.

### 5.4 Payment Disputes

ICRC may withhold payments for any item(s) on the Supplier's invoice that ICRC reasonably disputes or for Goods that have not been formally accepted.

Pending resolution of the dispute(s), ICRC's non-payment of disputed items will not constitute a default and will not entitle the Supplier to suspend or delay the delivery of the Goods or terminate the Purchase Agreement, in whole or in part.

### 5.5 Offsets

ICRC may offset amounts owed by the Supplier to ICRC against amounts owed by ICRC to the Supplier. The Supplier may offset amounts owed by ICRC to the Supplier against amounts owed by the Supplier owed to ICRC, subject to ICRC's express prior written approval.

### 5.6 Taxes

Amounts payable by ICRC for Goods shall include all applicable taxes (if any) and the Supplier will be solely responsible for the payment of such taxes (if any) to the competent tax authorities, unless ICRC expressly agrees otherwise in writing; provided however, in no event will ICRC be liable for any income taxes imposed on the Supplier or any other taxes or charges assessed against the Supplier or associated with the operation of its business.

## 6. WARRANTY

### 6.1. Quality of Goods

As a specialist with knowledge of the intended use of the supplied Goods, the Supplier warrants that the Goods have the assured characteristics and have no physical defects or legal defects of title that could impair their value or fitness for the intended use.

### 6.2. Remedies for Breach of Warranty

If the Goods are defective, the ICRC has the option of

(i) deducting an amount from the PO price corresponding to the reduction in value, (ii) cancelling the PO, (iii) withdrawing from the Purchase Agreement, or (iv) demanding the replacement of defective Goods by goods that are free from defects at the Supplier's expenses (replacement delivery).

### 6.3. Warranty Period

The ICRC may provide notice of defects of the Goods to the Supplier and benefit from the rights set forth in Articles 5.4 and 6.2 at any time for two years as of the delivery of each supplied Good unless provided otherwise in the PO or Frame Agreement.

Where relevant, the warranty period, the conditions and the availability period applicable to spare parts shall be specified in the PO or in the Frame Agreement.

After the expiry of the warranty period, the Supplier shall remain liable for any hidden defects.

## 7. CONFIDENTIALITY

The Receiving Party will not and will cause its employees and representatives to not, at any time (i) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information of the Disclosing Party (except to disclose or make available, in the Supplier's case, to Personnel and permitted Subcontractors, who have a legitimate need to know such Confidential Information), or (ii) use, reproduce, or copy any Confidential Information of the Disclosing Party, except as necessary in connection with or as set forth in the Purchase Agreement. All Confidential Information of the Disclosing Party will remain its property and all documents, electronic media, and other tangible items or portions thereof, which contain Confidential Information of the Disclosing Party

will be delivered to the Disclosing Party promptly upon the Disclosing Party's written request.

Notwithstanding the foregoing, ICRC will not be required to remove copies of the Supplier's Confidential Information from any backup media or servers. Nothing contained in the Purchase Agreement will prevent the Supplier or ICRC from complying with applicable privacy laws. The Receiving Party may disclose Confidential Information of the Disclosing Party in connection with subpoenas, court orders, other legal processes, or as otherwise required by law, provided that the Receiving Party gives the Disclosing Party prompt written notice of such requirement (unless expressly prohibited in writing in such subpoena, court order, or other legal process) prior to such disclosure and takes reasonable steps to protect the Confidential Information from public disclosure, and provided further that any such disclosure is limited to the minimum extent necessary to comply with the legal requirement.

Notwithstanding the foregoing, the Supplier agrees that ICRC is entitled to publish on the ICRC website or other relevant website, the name of the Supplier together with information relating to the Purchase Agreement or the underlying purchase of Goods should the Supplier be selected as a result of a procurement process. For clarity, any information which is published will not be confidential or sensitive.

This obligation of confidentiality is not limited in time and shall survive the expiration of, or the withdrawal from, the Purchase Agreement, as well as the cancellation of any PO or Frame Agreement.

## 8. ICRC TRADEMARKS

The Supplier is not authorized to use and agrees it will not use ICRC trademark(s), logo(s), emblem(s), service mark(s), trade name(s), and/or legal notice(s) without the ICRC's prior written consent.

Neither the Supplier, its parent entities (if any), nor any of the Supplier's subsidiary or affiliated entities (if any) is authorized to use for commercial purposes (such as advertising or business prospection), and the Supplier agrees they will not use for such purposes, the ICRC name, trademark(s), logo(s), service mark(s), and/or legal notice(s) including (without limitation) when such references to the ICRC are incorporated in publications or audio-visual materials. The ICRC may authorize such uses in writing on an exceptional basis upon prior written request.

## 9. LIABILITY

Each Party shall be liable for negligence and wilful misconduct. Without prejudice to the foregoing, ICRC's total liability under the Purchase Agreement, whether contractual or otherwise, shall in no event exceed the total amount of all prices paid by ICRC to the Supplier during the twelve (12) months period preceding the event giving rise to the Supplier's damages.

EXCEPT FOR A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS IN ARTICLE 7 AND THE SUPPLIER'S INSURANCE OBLIGATIONS IN ARTICLE 10, IN NO EVENT WILL THE SUPPLIER AND/OR ICRC BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE AGREEMENT.

## 10. INSURANCE

The Supplier will obtain and keep in effect, at the Supplier's expense, comprehensive and appropriate general liability insurance, including coverage for professional liability, covering operations by or on behalf of the Supplier.

Neither Party shall be liable to the other for any business interruption losses or business interruption damages arising from or related to the performance of the Purchase Agreement.

## 11. WITHDRAWAL FROM THE PURCHASE AGREEMENT

The ICRC may withdraw from the Purchase Agreement with immediate effect or cancel a PO at any time, notably due to a material adverse change of the circumstances in which the ICRC operates.

If the withdrawal or cancellation results from a violation of the Supplier Code of Conduct, a material breach by the Supplier of its obligations, or a material omission or misrepresentation of information provided by the Supplier in the due diligence process, the ICRC shall only pay for the Goods delivered and accepted as of the withdrawal or cancellation date.

In other cases, the ICRC may compensate the Supplier for the expenses already incurred up to the effective withdrawal date of the remaining value of the cancelled Purchase Agreement or PO.

## 12. GENERAL PROVISIONS

### 12.1 Audits and Investigations

The ICRC, or any other person or entity designated by the ICRC, may conduct audits or investigations relating to any aspect of the Purchase Agreement including in case of suspicion of fraud or corruption. The Supplier will provide its full and timely cooperation with any such audits or investigations. The Supplier will require its Subcontractors to provide reasonable cooperation with any such audits or investigations.

### 12.2 ICRC Supplier Code of Conduct and Reporting Obligations

The ICRC has established a Supplier Code of Conduct which establishes the minimum sustainability standards and requirements, and outlines the behaviours expected of suppliers who commit to uphold these standards and prevent misconduct, including (i) fraud and corruption, (ii) sexual exploitation, abuse and harassment, (iii) forced and compulsory labour, and (iv) hazardous, harmful or exploitative child labour and other forms of exploitation, abuse, neglect or violence against children and (v) unlawful discharge of hazardous waste, wastewater or air emissions into the environment (land, air or water) (the "Supplier Code of Conduct"). The Supplier acknowledges and agrees to comply with the [Supplier Code of Conduct: Ensuring high standards in our supply chain - ICRC Logistics | ICRC Logistics](#).

The Supplier shall report immediately to the ICRC any credible allegations of fraudulent activity or misconduct in relation to the performance of the Purchase Agreement by using any available reporting means such as the ICRC Integrity Line ([code\\_of\\_conduct@icrc.org](mailto:code_of_conduct@icrc.org)) <https://icrc.integrityplatform.org/>.

The Supplier shall inform the ICRC of any material change in its legal structure.

In addition, the Supplier will provide prompt written notice to ICRC of any event or condition that results in, or is reasonably

likely to result in, a material adverse change to the Supplier's financial condition, reputation or operation.

### 12.3 No Engagement in Manufacture or Sale of Mines or Other Weapons

The Supplier represents and warrants that neither it, its parent entities (if any), nor any of the Supplier's subsidiary or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines and/or other weapons or components utilized in the manufacture of anti-personnel mines and/or other weapons.

The Supplier undertakes to promptly inform the ICRC if the Supplier, its parent entities (if any) or a Supplier's subsidiary or affiliated entity (if any) has entered into a business relationship with commercial partners involved in the use, sale or manufacture of anti-personnel mines and/or other weapons or components thereof. In such an event, the ICRC reserves its right to take appropriate measures (including the withdrawal from the Purchase Agreement). The Supplier has an ongoing duty of disclosure and, therefore, shall promptly inform the ICRC if such a business relationship is initiated during the term of the Purchase Agreement.

### 12.4 Modification

The Purchase Agreement may only be modified in writing by the Parties.

### 12.5 Severability

If any of the provisions of the Purchase Agreement are found to be null and void, the remaining provisions of the Purchase Agreement shall remain valid and shall continue to bind the Parties.

### 12.6 Assignment and Subcontractors

The Supplier may not assign or transfer the Purchase Agreement or any right or duty thereunder, without ICRC's prior written consent.

Any purported assignment or transfer of the Purchase Agreement in violation of this Article 12.6 will be null and void.

ICRC may sublicense, assign, delegate, or otherwise transfer the Purchase Agreement, including the rights and obligations herein, in whole or in part, to any person or entity.

The Supplier will not subcontract the sale of Goods, in whole or in part, without ICRC's prior written approval or as provided for in the PO. The Supplier agrees to: (i) impose on Subcontractors obligations consistent with the terms of the Purchase Agreement, and (ii) ensure that Subcontractors comply with the Purchase Agreement. The Supplier's use of any Subcontractor will not relieve, waive, or diminish any obligation the Supplier has under the Purchase Agreement. The Supplier is solely responsible for the acts or omissions of Subcontractors. In addition, the Supplier is solely responsible for the payment of any compensation due or allegedly due to Subcontractors, and Subcontractors may not seek payment (either directly or indirectly) from ICRC.

### 12.7 Independent Parties

Nothing herein will be construed as creating any agency, partnership, or other form of joint enterprise between the Parties, and neither Party may create any obligations or responsibilities on behalf of the other Party.

### 12.8 Force Majeure

A Party will not be in breach of its contractual obligations in case of delay in performing, or failure to perform, its obligations under the Purchase Agreement to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control, and without any fault, of such Party, which contingencies include acts of God, war, riot, power failures, fires, and floods (each, a "**Force Majeure Event**"). In such event, the time limits for performance will be extended for a period of time equivalent to the time lost due to the Force Majeure Event. In order to avail itself of the relief provided in this Article 12.8, the affected Party shall act with due diligence to remedy the cause of, or to mitigate or overcome, such delay or failure. For purposes of this Article 12.8, due diligence will require the Supplier to maintain a contingency and disaster recovery plan for the continuation of business.

### 12.9 No-Waiver

The failure to exercise or delay in exercising a right or remedy under the Purchase Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under the Purchase Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy. The rights and remedies contained in the Purchase Agreement are cumulative and not exclusive of any rights or remedies provided by law. In addition, nothing in the Purchase Agreement shall be interpreted as an express or implied waiver on the part of the ICRC of its privileges and immunities as an international organization.

### 12.10 Governing Law and Dispute Resolution

The Purchase Agreement and any dispute relating thereto will be governed by the laws of Switzerland, without regard to conflict/choice of law principles.

The application of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Convention) is excluded expressly and fully.

Any dispute, controversy, or claim arising out of, or in relation to, this Purchase Agreement, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the UNCITRAL Arbitration Rules in force on the date on which the Notice of Arbitration is submitted in accordance with these rules. The seat of the arbitration shall be Geneva (Switzerland). The language of the arbitration shall be English.

## 13 DEFINITIONS

All definitions will apply both to their singular and plural forms, as the context may require.

In addition to those definitions set forth elsewhere in the Services Agreement, the following capitalized terms have the meanings set forth below:

**13.1 "Confidential Information"** means any information disclosed by either Party (the "**Disclosing Party**") to the other (the "**Receiving Party**"), either directly or indirectly, in writing, orally, or by inspection of tangible objects that is designated as "Confidential", "Proprietary", or some similar designation. Notwithstanding the foregoing, Confidential Information includes these Terms, PO and the Purchase Agreement, all information about ICRC activities and functioning and more generally all non public data relating to or owned or controlled by ICRC of which the Supplier will acquire knowledge in the performance of the Purchase Agreement. Confidential Information will not, however,

include any information which: (i) was made public without restriction prior to the time of disclosure by the Disclosing Party, (ii) becomes publicly known without restriction after disclosure by the Disclosing Party through no action or inaction of the Receiving Party, (iii) is already in the possession of the Receiving Party at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files, records, and/or other competent evidence immediately prior to the time of disclosure, (iv) is obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality, or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by documents and other

competent evidence in the Receiving Party's possession.

- 13.2 **"Goods"** means the goods to be provided by the Supplier to the ICRC as described in the Purchase Agreement.
- 13.3 **"Party"** means either ICRC or the Supplier, as applicable, and **"Parties"** means ICRC and the Supplier collectively.
- 13.4 **"Subcontractor"** means a third party to which the Supplier delegates any portion of its obligations, subject to Article 10.9 above.
- 13.5 **"Supplier Code of Conduct"** means the set of rules outlining the norms, rules, standards of integrity and professionalism that reflect the values underpinning the ICRC's mission.