

## 1. SCOPE OF THE GENERAL TERMS AND CONDITIONS

These General Terms and Conditions for Purchase Agreements (the “**GCP**”) 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 contract (the “**Seller**”). Each purchase order for the purchase of Goods, and if applicable any written agreement specifying the terms and conditions of such single order only (each, a “**PO**”), together with these GCP and if applicable any additional conditions agreed by the Parties in a frame agreement for the purchase of goods (the “**Frame Agreement**”), form the “**Purchase Agreement**”.

In case of conflict between the provisions of the GCP 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 purchase order for the Purchase of Goods 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 Seller 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 Seller.

### 2.2. Waiver

Upon signature of the GCP, the Seller waives the application of its own general terms and conditions (if any).

### 2.3. Licenses and Authorizations

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

The Seller 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 Seller 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 Seller shall cooperate with the ICRC to the fullest extent and at its own cost and expense. The Seller shall also provide the ICRC with all necessary documents for export and import clearances. The Seller 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 Seller 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 Seller in advance in every offer to tenders or quotes.

## 3. PACKAGING AND LABELLING OF GOODS

### 3.1. General

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

For **dangerous Goods** the Seller 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 Seller 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 Incoterm stipulated in the PO.

### 4.3. Delivery Deadlines

The dates and timeframe fixed by the ICRC are binding. If the Seller 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 delay, the Seller shall immediately inform the ICRC and provide the reasons for such delay as well as the expected delivery date. The Seller is subject to contractual penalties if so provided by the PO or as stipulated

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

The ICRC may cancel the PO with immediate effect by notifying the Seller 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 5.3.

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 or otherwise agreed specifications.

## 5. WARRANTY

### 5.1. Quality of Goods

As a specialist with knowledge of the intended use of the supplied Goods, the Seller 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.

### 5.2. 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 Seller's expenses (replacement delivery).

### 5.3. Warranty Period

The ICRC may provide notice of defects of the Goods to the Seller and benefit from the rights set forth in Article 5.2 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 Seller shall remain liable for any hidden defects.

## 6. CONFIDENTIALITY

Any information shared between the Parties in relation to or in the context of the Purchase Agreement, including before such agreement is carried out, shall be considered confidential information. Any information concerning the ICRC and its activities shall also be treated as confidential information.

Neither Party shall disclose any confidential information, under any circumstances, to any third party, except (i) when such disclosure is made to personnel and subcontractors of the Seller, who have a legitimate need to know such confidential information, provided such personnel and subcontractors are bound by an obligation of confidentiality substantially identical to the one provided in this provision, or (ii) when prior written consent has been granted by the other Party.

Neither Party will issue or make, directly or indirectly, any press releases or other public announcements relating to the Purchase Agreement between the ICRC and the Seller without the prior written approval of the other Party.

Nothing in the Purchase Agreement shall be interpreted as an authorization from the ICRC to the Seller to use the ICRC emblem(s) or logo.

Neither the Seller, its parent entities (if any), nor any of the Seller's subsidiary or affiliated entities (if any) is authorized to use for commercial purposes (such as advertising or business prospecting), and the Seller 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.

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.

## 7. INSURANCE

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

## 8. LIABILITY

Each Party shall be liable for any damage caused to the other Party due to the faulty performance of its obligations under the Purchase Agreement.

Either Party's liability for any damages related to the Purchase Agreement shall be limited to cases of gross negligence and wilful breach.

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.

## 9. 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 Article 10.5, a material breach by the Seller of its obligations, or a material omission or misrepresentation of information provided by the Seller 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 Seller for the expenses already incurred up to the effective withdrawal date of the Purchase Agreement or the effective cancellation date of the PO, provided that such expenses were necessary for the performance of the Purchase Agreement, respectively the PO. Such compensation shall however not exceed the

remaining value of the cancelled Purchase Agreement or PO..

## 10. GENERAL PROVISIONS

### 10.1. Ethics and Compliance

#### a. 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 Seller will provide its full and timely cooperation with any such audits or investigations. The Seller will require its subcontractors to provide reasonable cooperation with any such audits or investigations.

#### b. ICRC Code of Ethics and Reporting Obligations

The Seller shall comply with the [ICRC Code of Ethics for Procurement](#).

The Seller 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 \(https://icrc.integrityplatform.org/\)](#) or [gva\\_globalcomplianceoffice@icrc.org](#).

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

#### c. Anti-Corruption Compliance

The Seller represents and warrants that the Seller has not and will not make or offer any payments to, or confer or offer any benefit upon any third party (including any person/firm employed by or on behalf of any government official/employee, political party, employee of any political party, or political candidate), with the intent to influence the conduct of such third party in any manner relating to the subject of the Purchase Agreement.

### 10.2. Compliance with the Law

The Seller shall comply with all applicable laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Purchase Agreement.

### 10.3. Working Conditions and Child Labour

By virtue of the ILO's Declaration on Fundamental Principles and Rights at Work and the United Nations Convention on the Rights of the Child, the Seller shall comply with the following:

- (i) prohibition on the use of forced labour;
- (ii) prohibition on the use of child labour; and
- (iii) national laws regarding hygiene, safety and labour rights.

The application of these principles shall be based on the laws of the country/ies in which the Goods (or parts thereof) are manufactured provided that these laws are not inconsistent with the rights set forth in the above-mentioned international instruments.

### 10.4. No Engagement in Manufacture or Sale of Mines or Other Weapons

The Seller represents and warrants that neither it, its parent entities (if any), nor any of the Seller'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 Seller undertakes to promptly inform the ICRC if the Seller, its parent entities (if any) or a Seller'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 event, the ICRC reserves its right to take appropriate measures (including the withdrawal from the Purchase Agreement). The Seller 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.

### 10.5. No Sexual Exploitation

The ICRC condemns sexual exploitation and sexual violence/abuse. Each Party shall take all necessary measures to prevent and address all forms of sexual exploitation and sexual violence/abuse. The Seller shall notify the ICRC Global Compliance Office of any ongoing investigation with respect to sexual exploitation and sexual violence/abuse involving its personnel or subcontractors by using any available reporting mean such as the [ICRC Integrity Line \(https://icrc.integrityplatform.org/\)](#) or [gva\\_globalcomplianceoffice@icrc.org](#). Failure to take all necessary measures or to investigate allegations of sexual exploitation and sexual violence/abuse or to take corrective action, if such allegations are substantiated, shall constitute cause for immediate withdrawal from the Purchase Agreement pursuant to Article 9.

### 10.6. Environmental Protection

The Seller shall commit to reduce environmental impacts. Environmental protection shall be taken into consideration by the Seller for the performance of the Purchase Agreement.

The Seller shall, and shall cause its subcontractors to, comply with internationally recognized environmental norms such as ISO 14001 on Environmental management system and with environmental norms applicable in the country where the Goods are manufactured.

### 10.7. Modification

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

### 10.8. 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.

### 10.9. Assignment and Subcontractors

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

The Seller shall impose on subcontractors obligations consistent with the terms of the Purchase Agreement, and ensure that subcontractors comply with said obligations. The Seller's use of any subcontractor will not relieve, waive, or diminish any obligation the Seller has under the Purchase Agreement. The Seller is solely responsible for the acts or omissions of subcontractors.

### 10.10. Independent Parties

# ICRC General Terms and Conditions for Purchase Agreements



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.

## 10.11. 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 10.11, 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 10.11, due diligence will require the Seller to maintain a contingency and disaster recovery plan for the continuation of business.

## 10.12. Privileges and Immunities

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.

## 10.13. 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.

**The Seller hereby confirms to have read and accepted these General Terms and Conditions for Purchase Agreements (please sign and stamp all pages):**

**Place and date:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Stamp:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Country: \_\_\_\_\_