i+solutions Terms and Conditions

The Purchase Order is placed by Stichting i+solutions, hereafter referred to as "i+solutions" as Procurement Services Agent (PSA), with the health product supplier, hereafter referred to as "Supplier", under these terms and conditions for the procurement of products under the Procurement Services Agreement in relation to the Pooled Procurement Mechanism, signed between the Global Fund to Fight AIDS, Tuberculosis and Malaria and Stichting i+solutions ("Terms and Conditions"), and shall be subject to the terms of the applicable Framework Agreement between the Supplier and the Global Fund to Fight AIDS, Tuberculosis and Malaria (the "Global Fund") (the "Framework Agreement"). i+solutions acts as an agent, on behalf of the Global Fund's grant recipients (hereinafter refer to as "Principal Recipients" or "End Purchasers"). Special conditions will be described in the applicable Purchase Order (PO).

In the event of any discrepancy between the special conditions set forth in any Purchase Order, these Terms and Conditions, and the terms of the Framework Agreement, the order of priority shall be the following: (1) the Framework Agreement; (2) these Terms and Conditions; (3) the Purchase Order unless deviations from these Terms and Conditions are expressly agreed on by the parties and to the extent those deviations are consistent with the terms of the Framework Agreement.

ARTICLE 1 Conditions and Agreement

1.1 These Terms and Conditions shall govern and form an integral part of all agreements entered into (including the Framework Agreement with the Supplier), all POs placed by i+solutions and all offers, quotations and tenders, in the widest sense of these terms, drawn up by Supplier. Additional or different terms and conditions proposed by Supplier shall be void and of no effect unless accepted in writing by i+solutions.

1.2. In these Terms and Conditions, the Supplier is understood to be: any private or public (legal) entity as well as their legal successors with whom i+solutions has concluded, or intends to conclude, an agreement for the manufacturing of high quality pharmaceuticals, medical supplies and/or any other products or services pursuant to a Framework Agreement between such entity and the Global Fund. Upon i+solutions' request, the Supplier shall provide i+solutions with the applicable GMP certificate and manufacturing licence.

1.3. A Purchase Order, hereafter referred to as "PO", placed by i+solutions becomes an exclusive agreement between i+solutions and the Supplier for the products and services to be provided, subject to these Terms and Conditions and pursuant to the Framework Agreement. The PO is assumed to fully and accurately represent the agreement between the parties. Acceptance by the Supplier of a PO may be evidenced by: (i) the Supplier's written or verbal assent, or the written or verbal assent of any representative of the Supplier; (ii) the Supplier's delivery of the products or the services; or (iii) other conduct by the Supplier or any representative of the Supplier consistent with the acceptance of the PO. i+solutions shall not confirm any PO with the Supplier until it receives the necessary funds for the PO or a notification of approval of the Global Fund.

1.4. In the event of a conflict between the Supplier's terms of acceptance and the Terms and Conditions of the PO, the PO Terms and Conditions shall govern, unless i+solutions agrees in writing to the Supplier's proposed terms, and provided that those terms are consistent with the Framework Agreement or have been approved by the Global Fund in advance.

1.5. The PO number must appear on all invoices, bills of lading, packing lists, cartons, correspondence and other relevant documents.

ARTICLE 2 Delivery

2.1. The Supplier shall pack, mark and ship, if applicable, the products in such manner as to prevent damage during transport, and in a manner that facilitates unloading, handling, storage, and distribution and use by End Purchaser.

a. The Supplier shall pack and mark the products in compliance with the requirements of the Framework Agreement, these Terms and Conditions and the PO, as well as complying with all applicable transportation regulations, carrier tariffs, and sound commercial practices. Without limiting the generality of the foregoing, all products shall be properly prepared for shipment (domestic or export) to withstand exposure to the elements and rough handling during air, sea or land shipment. Such packing must be sufficient to ensure safe arrival at destination, and fully cover such hazards as extreme temperature, as well as exposure to weather and open storage. Packing size and weights shall take into consideration, where appropriate, the remoteness of the products' destination and the absence of heavy handling facilities at some or all points during transit. The Supplier shall be solely responsible for complying with all recipient country laws as well as sound international practices for the packaging and labeling of the products (including, if applicable, hazardous materials safeguards). Unless instructions on the PO specify differently, Supplier shall mark each unit of packaging with the PO number, which is specified on the PO, and shall enclose a packing slip with those numbers in a secure and durable envelope. Damage resulting from improper packing, marking and preparation for shipment shall be for Supplier's account. No extra charge is payable by i+solutions for packaging, crating, boxing, handling, dunnage, drayage, storage, or any other action necessary to comply with the requirements of this clause unless specifically stated in the Framework Agreement, the Terms and Conditions or otherwise agreed to by i+solutions in writing.

b. In addition and without prejudice to Paragraph 2.1 a, the following further requirements shall apply: packaging, packing and marking shall be in accordance with the manufacturer's current public sector packaging for domestic or local overseas distribution. In case of conflict between the two, the local overseas packaging requirements prevail. Packaging and packing must ensure the safety, efficacy and quality of the product and be appropriate for distribution in harsh climates under less than ideal transport and storage conditions.

c. In addition and without prejudice to Paragraph 2.1 a, the following further requirement shall apply to contracts for pharmaceuticals: the Supplier shall supply products in closed pharmaceutical storage containers, i.e. bottles, tins, vials, ampoules, bubble pack, ensuring that the containers adequately protect products while they are in transit, or stored in warehouses, or on pharmacy shelves under conditions expected to prevail in the recipient country(ies). The Supplier shall mark each pharmaceutical storage container (or in the case of ampoules, the box containing them) with the following information, in English (unless otherwise specified in the PO):

(1) the INN name of the product;
(2) (unless inapplicable) the pharmacopeia standard, e.g. U.S. Pharmacopeia (USP); European Pharmacopeia (EP), British Pharmacopeia (BP), or British Pharmaceutical Codex (BPC) monograph;
(3) the strength of the preparation, if applicable;
(4) the name and location of the Supplier;
(5) the date or month and year the products were manufactured, if applicable;

(6) the expiry date; and
(7) any other marking specified in the PO.

If labels are used, these shall be affixed with adhesive suitable for conditions in the recipient country(ies).

Each pharmaceutical storage container shall have a package insert fully explaining the medication use and warnings. Such insert shall meet international and recipient country standards and may be affixed to the container, within the primary packaging or within a storage containers immediate outer package.

d. In case of supply of products with a stated shelf life, Supplier shall guarantee that the products will retain full shelf life during storage in a dry space, protected from light, at storage temperatures conforming to product requirements until delivery to i+solutions or End Purchaser.

e. Additional packaging, marking shipping and storage instructions:

(1) Cold chain Items: Supplier shall pack the products for 72 hours transit time with gel packs, unless otherwise indicated in the PO. Supplier shall mark and store products at the correct required temperature in compliance with the product requirements.
(2) Air shipment: Shipments need to be palletized. Pallets shall be 120 cm high from floor to top of pallet. In case Supplier's pallet/shipper configurations exceed 120 cm, i+solutions can accept this (unless specified otherwise in the PO). Pallet high may not exceed 150 cm. Shipment should be fully shrink-wrapped for protection from water damage.
(3) Sea shipment: Shipments need to be palletized. Pallets shall be less than 120 cm high and stackable to two pallets high, unless otherwise indicated in the PO.
(4) Dangerous goods:
- Documentation: In the event that the products being provided by the Supplier, or any representative/agent of the Supplier, are classified as hazardous, in any way, under any designation thereof, it is the sole responsibility of the Supplier to;
- fully declare the products as such on the PO documents as part of accepting the order (Form); and
- provide all the hazardous materials documentation required for the successful shipment, customs clearances, and delivery of the products according to International Air Transport Association (IATA) Dangerous Goods Regulations. This includes but is not limited to MSDS (material safety data sheets), documents identifying the hazardous materials designation for the products per the Hazardous Materials Identification System (HMIS) or as otherwise required.

(5) Shipping:
- In case of air shipment, the Supplier shall pack and mark the products for export in compliance with the IATA (International Air Transport Association) Dangerous Goods Regulations.

In case of sea shipment, the Supplier shall pack and mark the products for export in compliance with the IMDG (International Maritime Dangerous Goods) code. In case of road shipments, the Supplier shall pack and mark the products for export in compliance with the ADR (Accord European relatif au transport international des marchandises Dangereuses par Route) code. The Supplier is responsible to draw up a dangerous goods declaration prior to each shipment and send a copy to i+solutions' contact person as shown in the PO.

2.2. The Supplier shall deliver the products ultimately at the time specified in the PO and in any event

shall deliver the products within 7 days from the time specified in the PO and accepted by the Supplier. Seven (7) working days before the due delivery date, the Supplier shall inform i+solutions, through electronic means (*e.g.,* e-mail or the i+solutions supplier engagement platform) that the consignment of the products will be ready for collection. The Supplier shall submit to i+solutions all pertinent documents within three (3) working days including a copy of the invoice, a copy of the packing list, and a copy of the Supplier's certificate of quality. The Supplier is not allowed to move the products without the explicit instruction from i+solutions. Where a Supplier is responsible for shipping the products, the Supplier shall inform i+solutions through electronic means (*e.g.,* e-mail or the i+solutions supplier engagement platform) that a shipment is available to be dispatched, and will provide i+solutions all the pertinent shipping documents, including the bill of lading (BL), within ten (10) working days after the departure of the vessel if shipping is authorized. The original documents shall be made available to i+solutions upon the first request of i+solutions.

2.3. Transport and delivery shall be subject to the shipment's INCOTERM. PO's issued by i+solutions will indicate the INCOTERMS for the shipment. Risk and title to the products (free and clear of any encumbrances) shall pass to the eligible End Purchaser, in accordance with the agreed INCOTERMS unless expressly otherwise indicated in writing by i+solutions.

a. Unless explicitly permitted on the PO, partial deliveries are not acceptable unless otherwise approved in writing, all items and quantities of products described shall be supplied together at one and the same time. In the event of short/partial delivery, i+solutions reserves the right, at its unilateral option, in addition to any other rights specified by other provisions of the Terms and Conditions, to either (1) reject the delivery entirely (in which case Supplier shall promptly pay i+solutions upon demand any excess costs of procurement) and, if products were underway, promptly arrange for the return, destruction or other disposition of the rejected products; (2) deem the undelivered quantity to be rejected and reduce the total contract price by the value of the undelivered quantity or (3) authorize the Supplier upon request to make up the shortage at a later, mutually agreed date (subject to Paragraph e below).

b. In addition to any types of shipping documentation mentioned elsewhere in these Terms and Conditions, Supplier shall promptly submit to i+solutions such other types of standard documentation in connection with the products and services supplied as i+solutions may reasonably request from time to time in writing.

c. Supplier shall advise i+solutions of all information concerning the products that is pertinent to the transportation and in-country handling and storage (including, without limitation, any hazardous material indications and any other special handling and storage requirements), and shall be solely responsible for any failure to do so.

d. Supplier shall notify i+solutions when the products are ready, in all respects, for delivery. The notice of readiness, accompanied by required documentation (see Paragraph g below) shall be informed in writing to i+solutions' contact shown on the PO, clearly mentioning PO number, unless otherwise stated. Notification shall be done as per section 2.2.

e. If the PO provides for delivery on an EXW or FCA basis, the notice of readiness shall indicate the contact person and contact details to arrange for the products to be collected. i+solutions' contact will review the submitted export documentation and confirm to Supplier if documentation meets amongst others

country import / waiver requirements, after which i+solutions will endeavor to do the following, as applicable:

- if the PO provides for delivery on an EXW or FCA basis, for air shipment arrange for the products to be collected within seven working days after receipt of acceptable notice of readiness and export documentation.
- if the PO provides for delivery on an EXW or FCA basis, for ocean shipments arrange for the products to be collected within fourteen working days after receipt of acceptable notice of readiness and export documentation.
- if the PO Form provides for delivery on an CPT, CIF, or CIP basis, issue an authorization to ship to Supplier. Supplier should not ship until this authorization to ship has been received.

Collection or shipment can only be arranged after possible country requirements (such as pre-shipment inspection or importation waiver) have been complied with or received. For ocean shipments it might be decided to apply for an import waiver while products are shipped.

f. If the PO provides for delivery on an CPT, CIF, or CIP basis, immediately upon receipt of an authorization to ship in accordance with the preceding paragraph, Supplier shall deliver the products in accordance with the specified delivery term as modified by the terms and conditions. If the specified delivery term is CPT, CIF, or CIP, unless otherwise expressly approved, all surface shipments shall be door-to-port, and unless shipment is by air, shall utilize one or more 20 or 40' ocean transport reefer containers. i+solutions does not allow Limited Container Load (LCL) unless specific approval is given in writing.

g. The following documents shall be supplied prior to delivery and shall be delivered together with the products (see Article 2.1 d):

(1) Rated air waybill, or clean, negotiable ocean bill of lading, if delivery is on a CPT, CIF, CIP basis;
(2) Insurance certificate if delivery is on a CIF or CIP basis;
(3) Packing list;
(4) Commercial invoice;
(5) Certificate of analysis, if product is a pharmaceutical
(6) Legalized certificate of origin; and
(7) all other documents as specified in the PO.

In case the products are pharmaceuticals and the Supplier is not the manufacturer, the following documents may be needed in addition:

(1) Certificate of pharmaceutical product;
(2) Certificate of GMP (Good Manufacturing Practice) of Manufacturer of products) supplied; and
(3) Certificate that manufacturing site of products supplied is approved by Stringent Regulatory Authority (SRA), if applicable.

The air waybill, for air shipment, or the bill of lading, for ocean shipment, must be clean, on-board, marked "freight paid" issued by the vessel-owning common carrier, and on a through basis (covering all intermodal and/or inland transportation, if any, to destination).

The certificate of insurance, if the PO calls for delivery on a CIP or CIF basis, shall provide all risk marine cargo insurance on terms no less favorable than the Institute cargo clause (All Risks), including war risks and strike clauses if available. The amount of coverage shall be 110% of the delivered price of the PO. Coverage shall be from Supplier's facility in the country of manufacture to destination. Except as may be otherwise authorized by i+solutions, any insurance policy shall be in favor of i+solutions as the insured, and any loss proceeds shall be payable in United States Dollars.

The required document "the certificate of analysis" shall be supplied in a form and content acceptable to i+solutions and signed by a qualified individual associated with the Supplier or a competent independent organization, confirming the compliance of each and every batch supplied with the POs specifications and regulatory authority's Standards.

h. i+solutions will secure any necessary licenses, approvals, permits, and other authorizations, and effectuate the required customs clearance, needed for the importation of the products at destination. Supplier shall provide all reasonable assistance toward performance of i+solutions' responsibilities and shall confirm approved for use and/or import in recipient country. For DDP deliveries Supplier shall also be solely responsible for all costs and risks relating to payment of all duties, taxes, and other official charges assessed on exportation from the country of manufacture and shipment. Any import duties or other exactions assessed by the government of the destination country, as well as container demurrage/detention and comparable charges shall be for the Supplier's account, except for [a] container demurrage/detention and comparable charges levied in those instances in which the Supplier fails to comply with the shipping document delivery schedule as specified in Paragraph G above or has otherwise caused the delays giving rise to such demurrage/detention or comparable charges; and [b] the costs of duties, taxes, and similar official import charges on replacement products, when required due to the products originally supplied by the Supplier having been defective.

i. If the products are not delivered in a timely manner (except for a 7 day grace period to the Supplier and allowing a variation of + / - 2% in the quantities of the products to allow any yield variations) (or, with respect to transactions required by the PO to be on an INCOTERMS basis, or a notice of readiness is not duly issued for the products in a timely manner), in all respects in accordance with the PO, Supplier shall reimburse i+solutions for any loss or expense incurred by i+solutions that may result. Supplier shall be deemed conclusively to have authorized i+solutions to deduct any such amount(s) from payment(s) otherwise due and owing to Supplier.

j. If delivery of the products is not completed by the required date, or if performance of any Services pursuant to the PO is not completed by the due date (if any) specified, due to any default or delay of Supplier (including without limitation any default by subcontractors or offerors), i+solutions shall be entitled to deduct from payment(s) otherwise due to Supplier (in addition to liquidated damages, provided for below) any additional costs of sampling, testing, and inspection caused by such default or delay. Should such default or delay cause an inspection or testing firm to undertake additional inspections or tests, i+solutions shall be entitled, in addition and without prejudice to any other remedies available under or in connection with the PO to deduct the related costs, along with any additional sampling agent charges from any further payment(s) to Supplier, or, if no such payment(s) remain available, to demand and receive a refund from Supplier.

2.4. The obligation to obtain any export licence required for the products and/or services, and the costs of obtaining such licences shall be in accordance with the agreed INCOTERMS. Furthermore, the Supplier will comply with all applicable customs administration and control laws.

All manufacturing premises and storage locations used shall hold all required current operating licenses and shall be open to visits from inspectors appointed by i+solutions or The Global Fund. The license needs to be issued by the relevant Ministry of Health or other cognizant national drug regulatory authority.

In case of delivery of psychotropic products and narcotics, the Supplier will only ship the products with a correct valid export license. The Supplier is responsible to draw up an export license prior to each shipment and send a copy to i+solutions' contact person as shown on the PO.

Supplier also hereby expressly warrants that all products (including without limitation their parts) and Services supplied, as applicable - are covered by intellectual property licenses, patents, permissions, or rights which will not infringe the intellectual property rights of any third person, and which, being granted to i+solutions and the End Purchaser and the Global Fund pursuant to the Framework Agreement and Terms and Conditions, will be adequate to ensure that they may freely utilize the licenses, permissions and rights free and clear of any claim, encumbrance, lien or interest of any other person or entity, and in all other respects without disturbance or impediment. Supplier shall notify i+solutions of any patent or other IP infringement claim filed or to its best knowledge threatened or pending in respect of the product in any of the recipient country(ies) relevant to the applicable PO at the time of order placement or tendering indicating its ability and willingness to supply the product. i+solutions shall have the option to proceed or cancel the PO.

2.5. If the Supplier has reasonable grounds to believe that the agreed delivery time may be exceeded, the Supplier shall immediately inform i+solutions thereof. Nevertheless, the obligations of the Supplier shall remain unchanged, provided however that the Supplier shall have a grace period of 7 days to despatch the products form the agreed delivery time.

2.6. In view of the foregoing, if Supplier fails to issue a notice of readiness for the quantity of products with a + / -2% variation, in strict compliance with all specifications and other PO requirements, by the date(s) specified in the PO, or in the case of a late delivery beyond 7 days from the agreed date of despatch, the Supplier shall be considered in default and the Supplier's obligation to deliver shall be converted into an obligation to pay damages on the shortfall quantities of the products, except when i+solutions informs the Supplier in writing of its intention to have the products delivered within a period to be determined by i+solutions. Subject to the foregoing, i+solutions shall nevertheless remain entitled to receive damages and/or a penalty on account of late delivery. The penalty shall be one-tenth of one percent (.10%) of the total invoice value (including any VAT) of the applicable PO prorated for the shortfall quantities, for every day of delay up to 10% of the total invoice value prorated for the shortfall quantities. Additionally, i+solutions has the right to demand the payment of damages from the Supplier. Moreover, these are without prejudice to the provisions defined in the Framework Agreement with respect to volume allocation and amendments to the committed volumes. Once the maximum deduction has been reached, or in case of unreasonable delay, i+solutions may, in addition and without prejudice to any other termination right set forth in the Framework Agreement or Terms and Conditions, unilaterally terminate the affected PO for default. In the event of timely or compliant delivery of partial quantities, i+solutions may reduce the periodic or total deduction to the extent it deems appropriate, in its reasonable discretion. Notwithstanding the imposition of liquidated damages in accordance with this Paragraph, Supplier shall proceed with delivery and performance of its obligations pursuant to the Framework

Agreement and the PO unless otherwise instructed or approved by i+solutions.

2.7. Except for a variation of +/- 2% to accommodate for any variation in the yields, the Supplier is not entitled to deliver more than, or less than, the agreed quantities for each product in the PO. In case there is a deviation in the delivered quantities, subject to the foregoing, i+solutions has the right to either accept the delivery or return of the difference between what was delivered and what was agreed upon. Furthermore, i+solutions has the right to claim compensation or to cancel the agreement by reason of such deviation.

2.8. i+solutions reserves the right to postpone delivery for a period of up to thirty (30) calendar days after the agreed delivery time without the Supplier being entitled to claim any penalty or compensation for damages.

ARTICLE 3 Products/packaging fitness and quality

3.1. The Supplier expressly represents, warrants and covenants that:

a. All products, including the packaging and labelling of such products, and services, to be supplied are new, of good quality, design, materials, construction and workmanship, free from any defects (including defects in design, materials or workmanship), are manufactured, stored and distributed in accordance with Good Manufacturing Practices (GMP), Good Storage Practices (GSP) and Good Distribution Practices (GDP) (deemed to mean the standards and guidance issued by the WHO), and do not infringe any patent of any third party or constitute a misappropriation or infringement of the trade secrets or other intellectual property rights of any third party;

b. All products shall be transferred to the End Purchaser free and clear of any liens, claims, encumbrances or security interest of any kind;

c. All products conform strictly to the specifications, approved samples, industry standards and all other requirements laid down in the Framework Agreement, the PO, and these Terms and Conditions; and

d. All products have been freshly manufactured, and thus have maximum possible shelf life. Products with a maximum possible shelf life of less than 24 months shall have at least 85% of shelf life remaining when delivered. products with a maximum possible shelf life of more than 24 months shall have at least 24 months, or 85%, of shelf life remaining whichever is longer, when delivered.

3.2. The Supplier also represents, warrants and covenants that all products and services are fit for the purposes for which such products and services are ordinarily used and that the products are stored and packaged adequately to protect the integrity of the product during shipment, storage, recipient distribution and patient use when in compliance with storage recommendations of the manufacturer.

3.3. The Supplier shall only supply products under the Framework Agreement that meet the following criteria, and Supplier represents, warrants and covenants that all products supplied under the agreement meet these criteria:

a. The products are produced and processed in compliance with the World Health Organization (WHO) or Stringent Drug Regulatory Authority (SDRA) good manufacturing practices requirements (as the case may be) and accreditation and applicable requirements for that accreditation.

b. The products comply with the specifications and requirements stipulated in the Framework Agreement where applicable, and subsequently confirmed in the PO. Upon request the Supplier needs to provide i+solutions with documents such as manufacturer name, product source and origin, a letter of conformity stating that the Active Pharmaceutical Ingredient (API) which is used, complies with the Drug Master File (DMF) as filed with World Health Organization's (WHO) Prequalification of Medicines Program, the approving Stringent Regulatory Authority (SRA), the Global Fund Expert Review Committee or the approving regulatory authority in either or both the country of origin or destination, and any other documents referred to in the Framework Agreement.

c. The products are in compliance with the quality standards established in the Guide to the Global Fund Policies on Procurement and Supply Management of Health Products (https://www.theglobalfund.org/media/5873/psm_procurementsupplymanagement_guidelines_en.pdf) and with the applicable Global Fund Quality Assurance Policies (https://www.theglobalfund.org/en/sourcing-management/quality-assurance/), each as amended from time to time.

d. The Supplier complies with its own standard operating procedures.

3.4. If required, i+solutions will notify the Supplier that the product consignments will be visually inspected, and samples will be drawn and tested, before the shipment of such product commences. In this case, the Supplier shall keep the product in the warehouse until permission to ship such product has been given by i+solutions, based on the results of the inspection and tests and i+solutions will inform the Supplier of the process to be implemented. The quality standard and other special conditions for purchases under the pooled procurement mechanism of the Global Fund are found on the Global Fund's website (www.theglobalfund.org).

3.5. The inspection, testing and acceptance of, or payment for, any product by i+solutions shall not relieve the Supplier of any of its obligations under the Framework Agreement, the applicable PO, and these Terms and Conditions; nor shall it constitute an acceptance or approval of any product and/or service, or constitute or operate as a waiver of any defect, non-conformity, or any rights or remedies available under the Framework Agreement, the PO, and these Terms and Conditions.

3.6. Any dispute on the quality of the products with the Supplier will be resolved by sending sample sets to an independent laboratory identified as agreed by i+solutions and the Supplier whose findings shall be conclusive.

3.7. At any point of time during the product shelf life, in the event that a quality control test shows that a product sample does not comply with the requirements set out in the Framework Agreement, the applicable PO, and these Terms and Conditions, the entire batch or lot covered by such product sample shall be considered as non-conforming products. The Supplier shall replace the non-compliant products without any cost to i+solutions, the PR or the Global Fund, excluding as well any cost associated with shipping the product to the location where the quality control testing occurred. The Supplier is obligated to reimburse i+solutions for any other damages that may arise due to the non-compliance of a product sample, with the understanding that i+solutions will reimburse the End Purchaser. If, as a result of a situation where the products are non-compliant and in case impacted products have already been purchased or delivered, the Global Fund has to purchase substitute products at pricing higher than the Supplier's pricing,

and/or has to organize a delivery by air freight as opposed to sea freight because of urgency, the Supplier shall compensate i+solutions/the Global Fund for any additional costs.

3.8. Before and after the conclusion of the Framework Agreement, Supplier shall be bound to provide i+solutions with all information concerning the applications of the products and/or services, and the risks attached to the use thereof.

3.9. After the delivery of the products and/or services to the End Purchaser, End Purchaser shall have 14 calendar days to inspect such products at any time and place, and to reject the products and/or services that do not conform with the Framework Agreement, the applicable PO, and these Terms and Conditions.

3.10. The Supplier is obligated to bear all the costs associated with recall and/or replacement of a non-conforming product.

3.11 The Supplier is responsible for the prompt management of recalls, including providing a detailed report of any recall of products resulting from the manufacturing and delivery of defective products (including any non-conforming products) and the subsequent refund to i+solutions for any payment for such products, where applicable. In addition, the Supplier is responsible for the prompt replacement of such defective products and/or payment of the costs incurred by the Global Fund, the Principal Recipient or i+solutions in connection with the replacement of such products.

ARTICLE 4 Payment and Performance Security

4.1. All prices and rates quoted or agreed upon are fixed. The Supplier shall have no right to increase an agreed price, except if it is approved by i+solutions.

4.2. The costs of quotations, samples, trial shipments and specimen materials shall be borne by the Supplier, unless otherwise stipulated in the Global Fund Framework Agreement and subsequently approved by the Global Fund and confirmed by i+solutions in writing.

4.3. Invoices in single copy shall be sent by the Supplier to the invoice address notified by i+solutions, stating the Supplier's VAT registration number and the PO number, as applicable.

4.4. Unless agreed otherwise in the Framework Agreement or the applicable PO, Supplier invoices shall be paid as follows:

- 100% of the product value, upon fulfilment of the Supplier's obligations in the agreed Incoterm and receipt of the required documentation as per Article 2.3 of these Terms and Conditions; and

- 100% of the freight and other shipment-related costs, upon delivery of the products according to the agreed Incoterm as stipulated in the applicable PO, if such PO stipulates another Incoterm than EXW or FOB.

4.5. i+solutions is entitled to set off any payment obligation that the Supplier may have in favour of i+solutions under any PO against any payment obligation that i+solutions may have to the Supplier under any PO.

The requirements to a proper invoice are described as follows:

a. Invoices and payments shall be in United States Dollars (unless otherwise agreed upon in the PO).

b. Supplier shall submit proper invoices to i+solutions for delivered products that have been successfully performed, in accordance with any directions stipulated in the PO, and, to the extent not specified therein, with the provisions of this section. To constitute a "proper invoice" within the meaning of this Article, each invoice shall provide the following information:

(1) Order number, as mentioned on PO;
(2) Description of each type of delivered products and related services included in the invoice, together with the applicable Unit Price, quantity delivered, and extended line item price;
(3) Supplier name, invoice date, and delivery date (for delivered products) or performance date (for related services), as applicable;
(4) Complete account and bank's SWIFT information if payment by means of electronic funds transfer is preferred per Paragraph e below;
(5) For shipments of pharmaceuticals, the invoice shall include batch number, expiry date and initial letters of the pharmacopoeia standard (e.g. USP, BP or EP); and
(6) Supplier certifies that the invoice is correct.

c. i+solutions will promptly review invoices submitted to determine whether they are proper invoices or not. Invoices determined to be proper will be paid by i+solutions as specified in this section. Invoices determined not to be proper due to the existence of deficiencies will be returned to Supplier, generally within ten (10) business days of submission, with major deficiencies noted for correction. In the event that an invoice is submitted which is partly proper and partly not proper, i+solutions may, in its sole discretion, either return the entire invoice for correction or make payment of the proper portion and return the portion deemed not to be proper.

d. Payment(s) shall be made by i+solutions to Supplier in accordance with the prices stipulated in the PO. Invoices determined to be proper will generally be paid within thirty (30) days after receipt of the proper invoice, subject always to i+solutions' prior receipt of funds under the contract with Global Fund. Notwithstanding the foregoing, i+solutions accepts no responsibility for late payment resulting from Global Fund acts or omissions. Unless otherwise specifically stated, payment shall be 100% upon delivery to and acceptance by i+solutions. i+solutions may request reasonable security for any advance payment(s), in a form and substance acceptable to i+solutions and with all costs thereof to be for Supplier's account.

An invoice will not be determined to be proper in the absence of a Proof of Delivery (POD). Supplier understands and agrees that i+solutions cannot pay invoices without a document properly indicating POD. Supplier shall not withhold any products, or delay processing any quotations or PO resulting from i+solutions' delay to pay an invoice, if such payment delay is due to a lack of POD or if the invoice is not mailed to the correct address.

e. If payment(s) will be made electronically, Supplier shall be solely responsible for providing i+solutions with correct wiring information. All costs and risks arising out of, relating to, or resulting from such wiring shall be borne by Supplier.

f. Invoices shall be sent to:

Stichting i+solutions
Attn: Finance Department
e-mail: invoicesPSA@iplussolutions.org

ARTICLE 5 Code of Conduct and compliance with Law

5.1. The Supplier warrants that it complies with the Global Fund's Code of Conduct for Suppliers as amended from time to time (as currently published on the Global Fund's website at https://www.theglobalfund.org/media/3275/corporate_codeofconductforsuppliers_policy_en.pdf?u=636486807110000000), which is applicable and forms an integral part of these Terms and Conditions.

5.2. The Supplier represents and warrants to i+solutions that the products are designed, processed, produced, manufactured and will be delivered, and/or that the services will be performed, in compliance with all applicable laws and regulations (including, without limitation, environmental, health and safety laws and regulations, laws, regulations and approvals governing the manufacture of the products and any i+solutions policies for guidelines on the environment and banned substances from time to time informed to the Supplier). Except as i+solutions may specifically notify the Supplier, no products (including the components thereof), services, subcontractors shall be from any US sanctioned country or entity as updated in this link: http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx.

ARTICLE 6 Modifications and Termination of the Purchase Order

6.1. In the event that the Global Fund, i+solutions or an End Purchaser wishes to cancel partially or fully, or amend, a PO, i+solutions and the Supplier shall effect such amendment or cancellation of a PO immediately upon receipt of written notice by the End Purchaser, i+solutions and /or the Global Fund. i+solutions and the Supplier shall use reasonable efforts to seek alternative acceptable means to effect the request to amend or cancel the order, as applicable. In the event that costs have been incurred by the Supplier in connection with such cancellation or amendment, the Supplier may charge a cancellation fee, in an amount to be agreed between i+solutions and the Supplier, based on the amount of work completed as of the date of such cancellation or amendment, to be reimbursed by the End Purchaser. In the event that products have already been produced, the Supplier may refuse such cancellation to the extent of such products produced or in the active process of manufacturing.

6.2. The Supplier has a duty to use its best efforts to mitigate any damage or loss resulting from a modification or termination by the Global Fund, an End Purchaser or i+solutions. The Global Fund and i+solutions shall have the right to audit all elements of the modification or termination charge, and the Supplier shall make available to the Global Fund and i+solutions on request, all books, records and papers relating thereto.

6.3. If the Supplier fails to comply with any of its obligations in the Framework Agreement, any PO, and these Terms and Conditions, the Supplier shall be in default without further notice being required. In the event of a default, or if insolvency or bankruptcy proceedings are instituted against the Supplier (including voluntary insolvency or bankruptcy proceedings), or if the Supplier is liquidated or dissolved, or if any attachment is made over the assets of the Supplier or on its behalf, or if the Supplier makes an unauthorised assignment for the benefit of creditors, or if any other person or entity (than the person or entity having control over the Supplier at the date of the PO) acquires control over the Supplier, i+solutions shall be entitled to rescind or terminate the PO at no cost in whole or in part, without

prejudice to any other rights or remedies available to i+solutions under the Framework Agreement, the PO, and these Terms and Conditions, or at law (including, without limitation, the right to seek damages).

6.4. All provisions of the Framework Agreement, any PO, and these Terms and Conditions that are intended to survive the dissolution, termination or expiration thereof shall survive such dissolution, termination or expiration.

ARTICLE 7 Force Majeure

7.1. The failure of a party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, the Framework Agreement, the PO, and these Terms and Conditions insofar as such liability arises from an event of force majeure, provided however that: (i) as soon as possible, after being affected by a force majeure (but in no event more than three (3) calendar days thereafter) the party so affected shall furnish to the other party all particulars of the force majeure and the manner in which its performance is thereby prevented or delayed; and (ii) the party affected by such an event takes all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the conditions of the Framework Agreement, the PO, and these Terms and Conditions, to mitigate the effect of the force majeure.

For the purposes of these Terms and Conditions "force majeure" shall mean an event beyond the control of a party, which by its nature could not have been foreseen by this party, or, if it could have been foreseen, was unavoidable, and includes, without limitation, acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity, one or more acts of terrorism or failure of energy sources, significant decrease of Global Fund's donors' contributions, financial crises, significantly increased financial or economic exposure howsoever arising.

7.2. In the event that any force majeure cannot be removed or overcome within thirty (30) days from the date the party concerned first became affected, then either party may at the expiration of such period by written notice to the other party terminate a PO, without thereby incurring any liability. In the event that it is evident that a force majeure cannot be removed or overcome at all, then either party may terminate a PO immediately, without thereby incurring any liability.

7.3. During any delay or failure to perform by the Supplier due to a force majeure, i+solutions may purchase or allocate products from other available sources / panel suppliers, in which case the quantities under a PO and/or any agreement will be reduced by the quantities of such substitute products.

ARTICLE 8 Intellectual Property

8.1. The products and/or services delivered shall not infringe any patent or patent application, licence, copyright, registered drawing or design, trademark, or trade name. The Supplier shall, pursuant to this warranty, indemnify, defend and hold the Global Fund and/or i+solutions and the relevant Principal Recipient harmless from any action or claim brought against i+solutions and/or the Global Fund and/or the relevant Principal Recipient pertaining to any alleged infringement of the above-mentioned rights.

ARTICLE 9 Indemnification and Liability

9.1. Without prejudice to any other right or remedy available to i+solutions and the Global Fund under the Framework Agreement, the PO, and these Terms and Conditions, as well as any agreement or at law, the Supplier shall indemnify and hold harmless i+solutions, the relevant Principal Recipient(s) and the

Global Fund, including any of their respective officers, employees and agents, against all liabilities claims (including claims by third parties), suits, losses, damages, costs and expenses (including reasonable attorney's fees) whether direct or indirect, that result or arise from, or are connected with:

a. the performance by Supplier, or any of its affiliates or subcontractors, or any of its officers, employees and agents, under the Framework Agreement, the PO, and these Terms and Conditions;

b. any third party product liability claim in relation to any product supplied by the Supplier;

c. any defective products (including any non-conforming products) supplied by the Supplier;

d. any non-compliance by the Supplier or any of its affiliates, or subcontractors, or any of its officers, employees and agents, with any technical requirements applicable to any product supplied by the Supplier;

e. any claim of infringement or violation of a patent, design, trade-name, trademark, trade secret, or other intellectual property right of any third party in respect of any product supplied by the Supplier and/or the Supplier's performance under the Framework Agreement, any PO, and these Terms and Conditions; and

f. any negligent or wrongful act or omission of the Supplier.

The Supplier shall not settle any matter covered by this indemnity in a manner that affects the rights of, or imposes any obligations on i+solutions, without first obtaining the written approval of i+solutions.

9.2. In no way shall i+solutions be liable for any damage or loss whatsoever suffered by the Supplier under the Framework Agreement, any PO, and these Terms and Conditions, except in the event of negligence or wilful misconduct of i+solutions, or its officers, employees or agents, in relation to the Framework Agreement, any PO, and these Terms and Conditions. In no event shall the Supplier be entitled to loss of profits, revenue, goodwill or production downtime, or indirect, special, incidental or consequential damages.

ARTICLE 10 Confidentiality

10.1. Each party undertakes towards the other party to maintain the strictest secrecy with regard to confidential information provided by the other party by virtue of the Framework Agreement, the PO, and these Terms and Conditions. The receiving party shall, in addition, only make use of the confidential information insofar as it is necessary in connection with the performance of its obligations deriving from the Framework Agreement, the PO, and these Terms and Conditions. Confidential information shall also comprise all information that the providing party explicitly indicates as confidential.

10.2. Article 10.1 shall not apply in case of information that is publicly available, or acquired by the receiving party in a lawful manner, other than by means of the providing party, or if the receiving party, by virtue of a legal regulation or within the framework of the fulfilment of its obligations under the Framework Agreement, any PO, and these Terms and Conditions, is bound to provide confidential information to third parties.

ARTICLE 11 Governing law and Disputes

11.1. These Terms and Conditions as well as offers, quotations, tenders and POs issued or submitted in accordance with these Terms and Conditions, and the execution thereof, shall be governed by the laws

of the Netherlands. without regard to its conflicts of law principles.

11.2. Save in the event of disputes mentioned in Article 3.6, if any dispute arises out of, or in connection with, any offer, quotation, tender and/or PO, to which these Terms and Conditions apply, or these Terms and Conditions themselves, or their interpretation or execution, the Supplier and i+solutions shall first attempt reach a settlement through consultation and negotiation in good faith with a spirit of mutual cooperation. All disputes with Suppliers established in the European Union that cannot be settled through such consultation and negotiation within a period of thirty (30) calendar days from the date the relevant dispute first arose may be submitted to the courts of Amsterdam, The Netherlands, unless compulsory regulations regarding relative competence prevent such. All disputes with Suppliers established outside the European Union that cannot be settled through such consultation and negotiation within a period of thirty (30) calendar days from the date the relevant dispute first arose shall be finally and exclusively settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce, by three (3) arbitrators designated in accordance with said rules. The place of arbitration shall be Amsterdam, The Netherlands, and the proceedings shall be held in the English language.

11.3. It is expressly stated that the Global Fund is not a party to the contract between i+solutions and the Supplier, and in case of dispute involving the Global Fund, such dispute shall be resolved according to the dispute resolution provisions in i+solutions and Supplier's respective agreements with the Global Fund.

ARTICLE 12 Miscellaneous

12.1. Deviations from these Terms and Conditions shall only be binding if, and in so far as, this has been expressly agreed by the parties and if those deviations are consistent with the terms of the Framework Agreement, and only in respect of the offers, quotations, tenders, PO and/or any agreement to which they apply. These Terms and Conditions shall remain fully in force with regard to the other offers, quotations, tenders, PO's and/or any agreement.

12.2. i+solutions is authorised to make amendments to these Terms and Conditions that are consistent with the terms of the Framework Agreement. The amendments shall become effective on the specified effective date, but shall not apply to PO's and/or any agreement agreed before that date. i+solutions shall immediately provide the amended terms and conditions to the Supplier. If no effective date is specified, the amendment shall apply to Supplier as soon as the Supplier is informed, or becomes aware of, such amendments, although they shall not apply to PO's and/or any agreement agreed before that date.

12.3. For the purposes of these Terms and Conditions, "in writing" shall be deemed to mean by letter, e-mail or other electronic means.

12.4. The Supplier will not, in any manner, advertise or publish that the Supplier is contracted to provide products and/or services to i+solutions.

12.5. i+solutions and the Supplier are independent contracting parties. Nothing in the PO and/or any agreement makes either party the agent or legal representative of the other party for any purpose whatsoever, nor grants either party any authority to assume or create any obligation on behalf of or in name of the other party.

12.6. The Supplier shall not subcontract, transfer or assign any of its rights or obligations under the Framework Agreement, any PO, and these Terms and Conditions to any third party or any of its affiliates, without the prior written consent of i+solutions and the Global Fund. In case the Supplier is permitted to

subcontract any of its obligations hereunder, it shall remain fully responsible and liable for the proper performance of its obligations under the Framework Agreement, any PO, and these Terms and Conditions. Subject to the prior written consent of i+solutions, i+solutions may assign any PO to any of its affiliates upon written notice to Supplier.

12.7. No waiver by i+solutions of any breach of any condition, covenant or term of any PO and/or these Terms and Conditions shall be effective unless it is in writing, and no failure or delay by i+solutions in enforcing any provision of any PO or in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12.8. In the event that any provision(s) of the Framework Agreement, any PO, and these Terms and Conditions shall be held invalid or unenforceable by a court of competent jurisdiction, or by any future legislative or administrative action, such holding of action shall not negate the validity or enforceability of any other provisions hereof. Such invalid or unenforceable provision shall be replaced with a provision that accomplishes – to the best possible extent – the original purpose of such provision.

12.9. i+solutions shall, at the request of the Supplier, provide the Supplier with an (informal) translation of these terms and conditions in a language understandable by Supplier. Costs for such translation shall be borne by Supplier. However, the English version shall prevail in case a dispute arises with respect to the interpretation of these Terms and Conditions.

12.10 The Supplier shall, and shall use all its reasonable commercial endeavors to ensure that its affiliates, suppliers, subcontractors and agents maintain all financial and accounting related books, records, documents and other evidence relating to the Framework Agreement, including but not limited to the supply of products, freight forwarder, carrier and insurance contracts, invoices and shipping, checks and controls to prevent conflicts of interest and delivery documentation ("Books and Records"). Such Books and Records must be kept in the possession of the Supplier (i) for at least seven (7) years after the date of the last payment made by i+solutions under the PO , or (ii) for such longer period, if any, required to resolve any claims or audit enquiries, or if required to do so by i+solutions.

12.11 i+solutions shall have the right (at its sole expense), on its own or through an agent to perform an audit of the Books and Records of the Supplier and its affiliates.

12.12 i+solutions shall have the right to conduct such audits at any time during the period of time the Supplier is required to maintain Books and Records. The Supplier shall, and shall use its reasonable commercial endeavors to ensure that its affiliates, personnel, suppliers and subcontractors, cooperate with i+solutions and its agents in the conduct of such audit, including by making all relevant staff available to answer questions, disclosing all Books and Records to i+solutions and its agents, providing access to all premises used by the Supplier in connection with its performance of the PO, producing originals of documents if deemed relevant by i+solutions and providing all such reasonable assistance in connection with an audit conducted under this clause.

12.13 In addition, the Supplier shall be responsible for auditing any unaffiliated subcontractor for such compliance in accordance with the Suppliers internal audit policies, and shall permit i+solutions to review any such audit report in connection with the Suppliers audits as contemplated above. The Supplier shall use all its reasonable commercial endeavors to obtain the consent of any such subcontractor or supplier for the i+solutions to participate in any audit conducted by the Supplier, or to conduct its own audit of such subcontractor or supplier.