

Date : 06 May 2024

SC NEOTEC SRL  
37 IVAN ZAIKIN STR.  
CHISINAU  
MOLDOVA, REPUBLIC OF  
Telephone: +37322852250  
e-mail: office@neotec.md**PURCHASE ORDER**  
**203428224**Delivery Urgency: **Emergency**Goods required to be ready for shipment by: **14 June 2024**Delivery terms (*INCOTERMS2020*):**DAP Chisinau, Republic of Moldova**Payment Terms: **As per attached WHO General Conditions**

Supplier Reference:

**The Supplier is required to sign and  
return the Acknowledgement attached.  
Please comply with General Terms and  
Conditions enclosed.****Enquiry Contact:**  
Dr.Alexandru VOLOC  
Tel:  
e-mail: **voloca@who.int****Total Order Value      USD      230,800.00****Authorized Signatory:***Santiago MILLAN***Mr Santiago Millan  
Unit Head  
Global Procurement and Logistics  
(HQ/BOS/SUP/GPL)**

Currency: USD					
Item no	Item Description	Quantity	Unit	Unit Price	Net Amount
1.0	<p>Digital radiographic system, fluoroscopy (with vertical bucky)X-ray system, Sonialvision G4/ Shimadzu, Japan, Transportationm, installation and training Full warranty &amp; guarantee service maintenance -2 years</p> <p>Product Code: Keep Cool: DGR UN:</p> <p>WHO Internal Reference :Reg.No/Line No. 2024/1473044/ 1</p> <p>:Req.No/Line No. 1326279/ 3</p>	1	Each	230,800.0000	230,800.00

Total Order Value	USD
	230,800.00

Notes to Supplier :

**Special Instructions for Medical Products** (Products including, but not limited to, finished pharmaceutical products, medical devices, vaccines and IVD products.)

**Invoice or Packing (or forwarding) list must indicate manufacture and expiry dates together with batch number** (if there is no expiry date or batch number clearly indicate with "n/a").

The remaining shelf life (RSL) of Products should be aligned with WHO guidance "Technical Report Series 1025, 2020, Specifications for Pharmaceutical Preparations- annex 8: Points to consider for setting the remaining shelf-life of medical products upon delivery"  
"<https://www.who.int/publications/m/item/trs-1025-annex-8-shelf-life-medical-products-delivery>"

**Required Certificates**

- Certificate of analysis for each batch (medicines and IVDs)
  - Batch Release certificate (vaccines)
- Payment of invoices cannot be made in the absence of the certificate of analysis or of the release certificate.

For **cold chain shipments**, in addition to proper handling, packaging and labelling (in accordance with relevant national/regional/international regulations), the supplier needs to comply with the following "quality" requirement and include datalogger(s) as follows:

		-20°C	2-8°C	15-25°C
<b>By Air</b>	Commercial flight	1 datalogger per carton box/pallet shipper	1 datalogger + 1 freeze tag per carton box/pallet shipper	1 datalogger per shipment
	Chartered flight	1 datalogger per carton box/pallet shipper	1 datalogger per carton box/ pallet shipper	1 datalogger per 30 pallets
<b>By Sea</b>	Full container load	n/a**	n/a	1 datalogger per shipment
	Shared container	n/a**	n/a	1 datalogger per 30 pallets
<b>By Road</b>	Full container load	1 datalogger per carton box/pallet shipper	1 datalogger + 1 freeze tag per carton box/pallet shipper	1 datalogger per container
	Shared space load	1 datalogger per carton box/pallet shipper	1 datalogger + 1 freeze tag per carton box/pallet shipper	1 datalogger per shipment

*\*\*n/a in the above table means that mode of shipment is not foreseen for this kind of products*

**Please refer to DELIVERY INSTRUCTIONS attached.**

**PURCHASE ORDER    203428224**  
**DELIVERY INSTRUCTIONS**

Date: 06 May 2024

**Mode of Shipment:**                      **SURFACE FREIGHT****Supplier:**SC NEOTEC SRL  
37 IVAN ZAIKIN STR.  
CHISINAU  
MOLDOVA, REPUBLIC OFTelephone: +37322852250  
e-mail: office@neotec.md**Insurance:**

Insurance coverage is provided by WHO (unless otherwise specified in INCOTERMS 2020). In case of INCOTERMS CIF, CIP, DDP or DAP, the supplier is requested to insure the goods "DOOR TO DOOR" under "ALL RISK", including war and strike, up to the final destination.

**Forwarding Agent:****NO FORWARDER**

"No Forwarding Agent. Please proceed with expediting the shipment on behalf of the World Health Organization".

**Documents required for shipment:**

As soon as the goods for this Purchase Order are ready for dispatch, the Supplier is requested to provide WHO, the following documents, in addition to the standard documents required for the shipment:

**Delivery:****NO PARTIAL DELIVERY WILL BE ACCEPTED WITHOUT WRITTEN AGREEMENT BY WHO.**

The delivery of the goods must comply with the delivery date mentioned in the purchase order. If the delivery date cannot be met, the supplier must inform GSC Shipping unit ([gscshipping@who.int](mailto:gscshipping@who.int)) of the new delivery date.

No delivery shall take place before agreement is received from WHO's appointed forwarder, if any.

Any impediment to deliver must be advised in writing to WHO and to the appointed forwarder, if any, as soon as possible.

**Packing Details:**

The Packing list must include weight and dimensions per package with gross weight in kilograms and volume in cubic meters,  
i.e.:

- a) Item description and quantity, weight and dimensions in cm per parcel
- b) Total gross weight in kilograms and volume in cubic meters
- c) In case of perishable or dangerous items: full details with temperature degree,  
UN No, Class no. Flashpoint are to be clearly indicated on the packing list and in the invoice.

For shipments of pharmaceuticals, the outer carton must clearly indicate:

- a) Batch number
- b) Expiry date

### **Packaging and Palletization:**

**Packaging must be suitable for the mode of transport indicated, shall conform with national/regional/international rules and regulations and best practices, shall account for special requirements related to the transportation and storage of dangerous goods and/or perishables.**

#### **The supplier shall ensure that:**

Packaging materials shall be of good quality, capable of providing adequate protection to the goods for carriage by air, sea, rail and/or road to final destinations worldwide, including remote locations.

Packaging materials are strong, able to be stacked to a height of 2 meters, and resistant to puncturing, suitable for shipment, storage and use inworld-wide, including destinations with elevated temperatures and humidity, adverse climatic and storage conditions, unless otherwise stated.

All wooden packaging, including pallets and boxes, shall undergo heat treatment, impregnation or fumigation, and shall be appropriately marked as having undergone such process. A certificate of conformity has to be provided to the Forwarder, if any, together with shipping documents.

Deliveries should be packed/palletized (pallet 120 x 80 cm with 15 cm ground clearance), with **a maximum height of 160 cm (ALL IN) for AIRFREIGHT and 210 cm (ALL IN) for SEA FREIGHT**, in the most cost-effective way for the indicated mode of shipment to minimize freight costs.

If cargo is not palletized, please contact GSC Shipping unit ([gscshipping@who.int](mailto:gscshipping@who.int)) for further instructions.

### **Marking and Labelling:**

Parcels should be numbered consecutively (e.g. 1 of 2, 2 of 2), unless otherwise specified. The gross weight of the parcel must also be indicated on each package. All packages and documents should be marked as follows:

WHO COUNTRY OFFICE, MOLDOVA  
29, SFATUL TARII STR.  
CHISINAU  
MD-2012MOLDOVA, REPUBLIC OF  
+373 22 83 99 60  
+373 22 83 99 63  
MS SVETLANA GOLAN  
localprocurementMDA@who.int

For:  
WHO COUNTRY OFFICE, MOLDOVA  
29, SFATUL TARII STR.  
CHISINAU  
MD-2012  
+373 22 83 99 60  
+373 22 83 99 63  
MS SVETLANA GOLAN  
localprocurementMDA@who.int

Reference No : 2024/1473044  
Order No. : 203428224

### **Invoicing Instructions:**

Invoices must be sent via email to [accountspayable@who.int](mailto:accountspayable@who.int)

Please do not send enquiries to this email. You may contact your focal person in WHO (the person who provided this Purchase Order to you) for enquiries.

In order to ensure timely and accurate payment, invoices must include:

- Invoice number
- Purchase Order number, Quantity and Unit price against each invoice line;
- Invoice descriptions matching with PO descriptions
- Invoice currency same as the Purchase Order Currency also corresponding with the currency of the bank account provided to WHO;
- Supplier name as in the PO

Invoices shall be clearly readable and stamps or any other additional markings should not obscure the original invoice content. Invoices shall not be handwritten.

Date: 06 May 2024

**Forwarding Agent:**

NO FORWARDER

**PURCHASE ORDER 203428224  
SHIPPING INSTRUCTIONS**

**Mode of Shipment:** SURFACE FREIGHT

**Supplier:**

SC NEOTEC SRL  
37 IVAN ZAIKIN STR.  
CHISINAU  
MOLDOVA, REPUBLIC OF

Telephone: +37322852250

e-mail: office@neotec.md

**Follow-up on delivery:**

**Please note that the Forwarder, if any, mentioned above is in charge of following up timely delivery of the goods and of sending a reminder to the supplier as follows:**

**EMERGENCY Delivery:** The forwarder must immediately contact the supplier and obtain confirmation of the delivery date. In case of difficulties please contact GSC Shipping unit ([gscshipping@who.int](mailto:gscshipping@who.int)) immediately.

**URGENT Delivery:** The first reminder must be sent to the Supplier, 7 days before the delivery date. If required, the second reminder will have to be sent 3 days before the delivery date. Without a supplier confirmation of delivery date within 24hours, the GSC Shipping unit ([gscshipping@who.int](mailto:gscshipping@who.int)) must be advised in order to follow up the matter.

**NORMAL Delivery:** The first reminder must be sent to the supplier 7 days prior to the delivery date. If needed, the second reminder will have to be sent at the end of the delivery date day. Without supplier's confirmation of delivery date within 24hours, the GSC Shipping unit ([gscshipping@who.int](mailto:gscshipping@who.int)) must be advised in order to follow up the matter.

**REVISED Delivery Date:** In case of a revised delivery date provided by the supplier, the forwarder must advise GSC Shipping unit ([gscshipping@who.int](mailto:gscshipping@who.int)) accordingly.

**INCOTERMS 2020 agreed:**

**DAP Chisinau, Republic of Moldova**

**Documents required for shipment:**

As soon as the goods for this Purchase Order are ready for dispatch, the Supplier is requested to provide WHO, the following documents, in addition to the standard documents required for the shipment:

**Freight charges payable:**

By: SUPPLIER

From: DAP Chisinau, Republic of Moldova

Up to: DAP Chisinau, Republic of Moldova

**Special instructions:**

The following note, if any, must appear on all Shipping Documents:

**Pre-advice:**

A Pre-advice with copies of all requested documents must be sent by e-mail, if it is not possible then by fax, to the following recipients at least 48 hours before the arrival of the goods. For Emergency orders and Special Courier shipment at least 24 hours before the arrival of the goods.

	E-mail	Fax
WHO COUNTRY OFFICE, MOLDOVA CHISINAU	localprocurementMDA@who.int	+373 22 83 99 70
WORLD HEALTH ORGANIZATION WHO/GSC/GPL	GSC Shipping unit ( <a href="mailto:gscshipping@who.int">gscshipping@who.int</a> ).	+60 3 8871 7142
Voloc, Doctor Alexandru	localprocurementMDA@who.int	+373 22 83 99 70

In case of transmission difficulties please immediately advise GSC Shipping unit ([gscshipping@who.int](mailto:gscshipping@who.int)).

**Shipper:**

The WORLD HEALTH ORGANIZATION or ORGANISATION MONDIALE DE LA SANTE are to be stated as SHIPPER on all shipping documents.

**Shipping Address: (Bill of Lading or consignment note to be made out to):**

WHO COUNTRY OFFICE, MOLDOVA  
29, SFATUL TARI STR.  
CHISINAU  
MD-2012MOLDOVA, REPUBLIC OF  
+373 22 83 99 60  
+373 22 83 99 63  
MS SVETLANA GOLAN  
localprocurementMDA@who.int

For:  
WHO COUNTRY OFFICE, MOLDOVA  
29, SFATUL TARI STR.  
CHISINAU  
MD-2012  
+373 22 83 99 60  
+373 22 83 99 63  
MS SVETLANA GOLAN  
localprocurementMDA@who.int



Reference No : 2024/1473044  
Order No : 203428224

**Distribution of Transport Documents:**

**IMPORTANT:** For all modes of transport, except for Sea freight, the Shipping documents should be sent together with the shipment. For Sea freight shipments, please mail the documents by special courier such as TNT, DHL or similar. Please also send the indicated Transport Documents to the following addresses:

WHO COUNTRY OFFICE, MOLDOVA 29, SFATUL TARI STR. CHISINAU MD-2012 MOLDOVA, REPUBLIC OF  For: MS SVETLANA GOLAN	1 COPY of Rail Way Bill 2 COPIES of Commercial Invoice 2 COPIES of Packing List 1 SET of original Documents specified in 'Documents required for shipment'
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**Insurance:**

The insurance is covered by WHO (unless otherwise specified in INCOTERMS 2020). In case of INCOTERMS CIF, CIP, DDP or DAP, the supplier is requested to insure the goods "Door to Door" under "ALL RISKS" including war and strike up to the final destination.

**Remarks:**

For further shipping information, please contact GSC Shipping unit ( <a href="mailto:gscshipping@who.int">gscshipping@who.int</a> ):	Authorized Signatory:  <i>Santiago MILLAN</i>  Mr Santiago Millan Unit Head Global Procurement and Logistics (HQ/BOS/SUP/GPL)
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Date : 06 May 2024

SC NEOTEC SRL  
37 IVAN ZAIKIN STR.  
CHISINAU  
MOLDOVA, REPUBLIC OF

<p><b>PURCHASE ORDER 203428224</b></p> <p><b>ACKNOWLEDGEMENT DOCUMENT</b></p>
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**I M P O R T A N T**

*The supplier is requested to sign and return the scanned copy of Acknowledgement Document to WHO via the same email of the person whom provided this Purchase Order to you.  
Failure to do so may cause cancellation of the order without any notice.*

Goods required to be ready for shipment by: **14 June 2024**

Delivery Terms (INCOTERMS2020): **DAP Chisinau, Republic of Moldova**

Payment Terms: As per attached WHO Standard Terms and Conditions

**WORLD HEALTH ORGANIZATION ORDER TERMS AND CONDITIONS ACCEPTED.**

Supplier Order No:

Supplier's Signature:

Date:

Name and Title:

**The Supplier is required to sign and return the Acknowledgement attached. Please comply with General Terms and Conditions enclosed.**

**Enquiry Contact:**  
Dr.Alexandru VOLOC  
**Tel:**  
**e-mail: voloca@who.int**

Total Order Value	USD	230,800.00
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**Authorized Signatory:**

*Santiago MILLAN*

**Mr Santiago Millan  
Unit Head  
Global Procurement and Logistics  
(HQ/BOS/SUP/GPL)**

## General Terms and Conditions

<p><b>1. CONTRACT TERMS AND CONDITIONS</b> This Purchase Order, once accepted by the Vendor by signing and returning the Acknowledgement Document or delivering the goods specified herein, shall form a binding contract between the World Health Organization (WHO) and the Vendor. The contract between the parties is subject exclusively to the terms and conditions detailed below. Any contractual terms and conditions of the Vendor, whether included in the offer, invoices or any other document, are hereby excluded. In the event this Purchase Order contains any provisions, which are contrary to the provisions contained in the Vendor's offer, the provisions of this Purchase Order shall take precedence.</p> <p><b>2. DELIVERY DATE</b> The Delivery Date shall mean the date on which the goods are required to be available at the location indicated in the Purchase Order under "Delivery Terms".</p> <p><b>3. PAYMENT TERMS</b> (a) WHO shall, on fulfilment of the Delivery Terms, unless otherwise specified in the Purchase Order, make payment within 30 days of receipt of the Vendor's invoice for the goods and copies of the customary shipping documents specified in the Purchase Order. (b) Payment against the invoice referred to above will reflect any discount shown under the payment terms provided payment is made within the period shown in the payment terms of the Purchase Order. (c) Unless authorized by WHO, a separate invoice must be submitted in respect of each Purchase Order. Each invoice shall indicate the identification number of the corresponding Purchase Order. (d) The prices shown in the Purchase Order may not be increased, except with the express written agreement of WHO. (e) Inspection prior to shipment does not relieve the Vendor from its contractual obligations. (f) WHO shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to the Purchase order; payment for goods pursuant to the Purchase Order shall not be deemed to constitute acceptance by WHO of the goods.</p> <p><b>4. TAX EXEMPTION</b> The price shall reflect any tax exemption to which WHO may be entitled by reason of the immunity it enjoys. WHO is, as a general rule, exempt from all direct taxes, custom duties and the like, and the Vendor will consult with WHO so as to avoid the imposition of such charges with respect to this contract and the goods supplied hereunder. As regards excise duties and other taxes imposed on the sale of goods (e.g. VAT), the Vendor agrees to verify in consultation with WHO whether in the country where the VAT would be payable, WHO is exempt from such VAT at the source, or entitled to claim reimbursement thereof. If WHO is exempt from VAT, this shall be indicated on the invoice, whereas if WHO can claim reimbursement thereof, the Vendor agrees to list such charges on its invoices as a separate item and, to the extent required, cooperate with WHO to enable reimbursement thereof.</p> <p><b>5. EXPORT LICENCE</b> The Purchase Order is subject to the Vendor obtaining any export licence or other governmental authorization which may be necessary. It will be the responsibility of the Vendor to obtain such licence or authorization, however, WHO will provide such assistance within its power as the Vendor may reasonably request. In the event of refusal of any necessary export licence or other governmental authorization, the Purchase Order will be cancelled and all claims between the parties automatically waived. For export licence application and Exchange Control purposes, the source of funds or type of account from which payment for this order will be made is named overleaf.</p> <p><b>6. RISK OF LOSS, DAMAGE OR DESTRUCTION</b> Risk of loss or damage to, or destruction of the goods shall be borne by the Vendor until physical delivery of the goods has been completed in accordance with the Purchase Order.</p> <p><b>7. FITNESS OF GOODS/PACKING</b> The Vendor warrants that the goods, including adequate packaging, conform to the specifications and are fit for the purposes for which such goods are ordinarily used and for purposes expressly made known to the Vendor by WHO, and are free from defects in workmanship and materials. The Vendor also warrants that the goods are contained or packaged adequately to protect them.</p> <p><b>8. WARRANTY</b> The Vendor warrants that the use or supply by WHO of the goods delivered under the Purchase Order do not infringe any patent, trade name, trademark or other third party right. In addition, the Vendor shall pursuant to this warranty indemnify, defend and hold harmless WHO from any actions or claims brought against WHO pertaining to the alleged infringement of a patent, design, trade name, trademark or other third party right.</p> <p><b>9. FORCE MAJEURE</b> Neither party to the Purchase Order shall be held responsible for delay in the</p>	<p><b>14. COMPLIANCE WITH WHO CODES AND POLICIES</b> By entering into this Purchase Order, the Vendor acknowledges that it has read, and hereby accepts and agrees to comply with, the WHO Policies (as defined below). In connection with the foregoing, the Vendor shall take appropriate measures to prevent and respond to any violations of the standards of conduct, as described in the WHO Policies, by its employees and any other natural or legal persons engaged or otherwise utilized in connection with the supply and delivery of the goods under the Purchase Order.</p> <p>Without limiting the foregoing, the Vendor shall promptly report to WHO, in accordance with the terms of the applicable WHO Policies, any actual or suspected violations of any WHO Policies of which the Vendor becomes aware.</p> <p>For purposes of the Purchase Order, the term "WHO Policies" means collectively:</p> <ul style="list-style-type: none"> <li>(a) the WHO Code of Ethics and Professional Conduct;</li> <li>(b) the WHO Policy Directive on Protection from sexual exploitation and sexual abuse (SEA);</li> <li>(c) the WHO Policy on Preventing and Addressing Abusive Conduct;</li> <li>(d) the WHO Code of Conduct for responsible Research;</li> <li>(e) the WHO Policy on Whistleblowing and Protection Against Retaliation;</li> <li>(f) the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, and</li> <li>(g) the UN Supplier Code of Conduct, in each case, as amended from time to time and which are publicly available on the WHO website at the following links: <a href="http://www.who.int/about/finances-accountability/procurement/en/">http://www.who.int/about/finances-accountability/procurement/en/</a> for the UN Supplier Code of Conduct and at <a href="http://www.who.int/about/ethics/en/">http://www.who.int/about/ethics/en/</a> for the other WHO Policies.</li> </ul> <p><b>15. ZERO TOLERANCE FOR SEXUAL EXPLOITATION AND ABUSE, SEXUAL HARASSMENT AND OTHER TYPES OF ABUSIVE CONDUCT</b> WHO has zero tolerance towards sexual exploitation and abuse, sexual harassment and other types of abusive conduct. In this regard, and without limiting any other provisions contained herein, the Vendor warrants that it shall:</p> <ul style="list-style-type: none"> <li>(a) take all reasonable and appropriate measures to prevent sexual exploitation or abuse as described in the WHO Policy Directive on Protection from sexual exploitation and sexual abuse (SEA), and/or sexual harassment and other types of abusive conduct as described in the WHO Policy on Preventing and Addressing Abusive Conduct by any of its employees and any other natural or legal persons engaged or otherwise utilized in connection with the supply and delivery of the goods under the Purchase Order; and</li> <li>(b) promptly report to WHO and respond to, in accordance with the terms of the respective Policies, any actual or suspected violations of either Policy of which the Vendor becomes aware.</li> </ul> <p><b>16. TOBACCO/ARMS RELATED DISCLOSURE STATEMENT</b> Vendors may be required to disclose relationships they may have with the tobacco and/or arms industry through completion of the WHO Tobacco/Arms Disclosure Statement. In the event WHO requires completion of this Statement, the Vendor undertakes not to permit the goods to be supplied, until WHO has assessed the disclosed information and confirmed to the Vendor in writing that the goods can be supplied.</p> <p><b>17. ANTI-TERRORISM AND UN SANCTIONS; FRAUD AND CORRUPTION</b> The Vendor warrants for the entire duration of the Purchase Order that:</p> <ul style="list-style-type: none"> <li>(a) it is not and shall not be involved in, or associated with, any person or entity associated with terrorism, as designated by any UN Security Council sanctions regime, that it shall not make any payment or provide any other support to any such person or entity and that it shall not enter into any employment or other contractual relationship with any such person or entity;</li> <li>(b) it shall not engage in any fraudulent or corrupt practices, as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, in connection with the execution of the Purchase Order;</li> <li>(c) it shall take all the necessary measures to prevent the financing of terrorism and/or any fraudulent or corrupt practices as referred to above in connection with the execution of the Purchase Order; and</li> <li>(d) it shall promptly report to WHO, through the WHO Integrity Hotline or directly to the WHO Office of Internal Oversight Services (IOS), any credible allegations of actual or suspected fraudulent or corrupt practices, as defined in the WHO Policy on Prevention, Detection and Response to Fraud and Corruption of which the Vendor becomes aware and respond to such allegations in an appropriate and timely manner in accordance with its respective rules, regulations, policies and procedures. Furthermore, the Vendor agrees to cooperate with WHO and/or parties authorized by WHO in relation to the response. Relevant information on the nature of any credible allegations of such actual or suspected violations, as well as the details of the intended response and the outcome of any such response, should be communicated and coordinated with WHO, with the understanding that, subject to the terms of the WHO Policy on Prevention, Detection and Response to Fraud and Corruption, confidentiality and the due process rights of those involved will be respected.</li> </ul>
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fulfilment thereof due to force majeure, strikes, lock out, war, civil unrest, or other factors outside its control

#### 10. RIGHTS OF WHO

In case of failure by the Vendor to comply with the terms and conditions of the Purchase Order, including but not limited to failure to obtain necessary export licences, or to make delivery of all or part of the goods by the agreed Delivery Date(s), WHO may, after giving the Vendor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

- (a) Procure all or part of the goods from other sources, in which event WHO may hold the Vendor responsible for any additional cost occasioned thereby.
- (b) Refuse to accept delivery of all or part of the goods; and/or
- (c) Terminate the Purchase Order.

#### 11. INDEMNIFICATION

The Vendor shall indemnify and save harmless WHO, the Government and any other party who receives the goods delivered hereunder from and against all claims, damages, losses, costs and expenses arising out of any injury, sickness or death to persons or any loss of or damage to property, caused by the fault or negligence of the Vendor. WHO shall promptly give notice to the Vendor of any claims, damages, losses, costs and expenses and shall cooperate in a reasonable manner with the Vendor.

#### 12. ASSIGNMENT AND INSOLVENCY

(a) The Vendor shall not assign, transfer, pledge or make other disposition of this Purchase Order or any part thereof, or any of the Vendor's rights, claims or obligations under this Purchase Order except with the prior written consent of WHO.

(b) Should the Vendor be adjudicated bankrupt, or be liquidated or become insolvent, or should the Vendor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Vendor, WHO may, without prejudice to any other right or remedy it may have under these General Terms and Conditions, terminate this Purchase Order forthwith. The Vendor shall immediately inform WHO of the occurrence of any of the above events.

#### 13. USE OF WHO NAME AND EMBLEM

Without WHO's prior written approval, the Vendor shall not, in any statement or material of an advertising or promotional nature, refer to this Purchase Order or the Vendor's relationship with WHO, or otherwise use the name (or any abbreviation thereof) and/or emblem of WHO.

In the event that any resources, assets and/or funds provided to or acquired by the Vendor under the Purchase Order are found to have been used by the Vendor, its employees or any other natural or legal persons engaged or otherwise utilized for the supply and/or deliver of the goods under the Purchase Order, to finance, support or conduct any terrorist activity or any fraudulent or corrupt practices, the Vendor shall promptly reimburse and indemnify WHO for such resources, assets and/or funds (including any liability arising from such use).

#### 18. BREACH OF ESSENTIAL TERMS

The Vendor acknowledges and agrees that each of the provisions of Paragraphs 14, 15, 16 and 17 hereof constitutes an essential term of the Purchase Order, and that in case of breach of any of these provisions, WHO may, in its sole discretion, decide to:

- (a) terminate this Purchase Order, and/or any other contract concluded by WHO with the Vendor, immediately upon written notice to the Vendor, without any liability for termination charges or any other liability of any kind; and/or
- (b) exclude the Vendor from participating in any ongoing or future tenders and/or entering into any future contractual or collaborative relationships with WHO.

WHO shall be entitled to report any violation of such provisions to WHO's governing bodies, other UN agencies, and/or donors.

#### 19. PUBLICATION OF AGREEMENTS

Subject to considerations of confidentiality, WHO may acknowledge the existence of this Purchase Order to the public and publish and/or otherwise publicly disclose the Vendor's name and country of incorporation, general information with respect to the goods supplied hereunder and the Purchase Order value. Such disclosure will be made in accordance with WHO's Information Disclosure Policy and shall be consistent with the terms of this Purchase Order.

#### 20. AUDIT AND INVESTIGATIONS

WHO may request a financial and operational review or audit of the goods supplied by the Vendor under this Purchase Order, to be conducted by WHO and/or parties authorized by WHO, and the Vendor undertakes to facilitate such review or audit. This review or audit may be carried out at any time during the period of the supply of the goods under this Purchase Order, or within five years of the supply of the goods. In order to facilitate such financial and operational review or audit, the Vendor shall keep accurate and systematic accounts and records in respect of the goods supplied under this Purchase Order. Similarly, WHO may initiate an investigation into credible allegations of fraud and corruption and other forms of misconduct based on information received in accordance with its respective policies, procedures and rules.

In this context, the Vendor shall make available, without restriction, to WHO and/or parties authorized by WHO:

- (a) the Vendor's books, records and systems (including all relevant financial and operational information) relating to this Purchase Order; and
- (b) reasonable access to the Vendor's premises and personnel.

The Vendor shall provide satisfactory explanations to all queries arising in connection with the aforementioned audit and access rights.

WHO may request the Vendor to provide complementary information about the goods supplied under this Purchase Order that is reasonably available, including the findings and results of an audit (internal or external) conducted by the Vendor and related to the goods supplied hereunder.

#### 21. SURVIVING PROVISIONS

Those provisions of this Purchase Order that are intended by their nature to survive its expiration or earlier termination shall continue to apply.

#### 22. SETTLEMENT OF DISPUTES

Any matter relating to the interpretation or application of this Purchase Order which is not covered by its terms shall be resolved by reference to Swiss law. Any dispute relating to the interpretation or application of this Purchase Order shall, unless amicably settled, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the Rules of Arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

#### 23. PRIVILEGES AND IMMUNITIES

Nothing contained in or relating to this Purchase Order shall be deemed to constitute a waiver of any of the privileges and immunities enjoyed by WHO and/or as submitting WHO to any national court jurisdiction.