



PFSCM Standard General Terms and Conditions for the Supply of Products and Services

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PFSCM CONTACT DETAILS

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a. Contractual Basic Considerations

a.1 Contract

For purposes of these Standard Terms and Conditions (T&Cs), parties hereby agree and fully understand that any Order Form (OF) and/or Purchase Order (PO) placed by PFSCM and all offers, quotations, and tenders has the same legal force as in a contract, and both terms are to be used interchangeably throughout this document. The term ‘contract’ entails the T&Cs contained in a PO as well as the present Terms and Conditions. Additional or different T&Cs proposed by the Supplier shall be void and of no effect, unless accepted in writing by an authorized individual at PFSCM.

a.2 Exclusivity

This Contract is the exclusive agreement between Buyer and Supplier pertaining to the subject matter hereof. It supersedes all prior agreements, understandings, communications, negotiations, and discussions, whether oral, written, or electronic. No purported trade usage, custom, course of dealing, or verbal statements of any kind shall be binding on Buyer.

a.3 Independent Contractor

The Parties acknowledge that the relationship between them pursuant to this Contract is that of independent contractors, and nothing contained herein shall be deemed to create a relationship of partners, joint ventures, agent and principal, employer and employee, or any relationship other than that of independent contractors. At no time shall either Party make any commitments or incur any charges or expenses for or in the name of the other Party.

a.4 Notices

Contract notices shall be in writing: manually signed by the notifying Party’s authorized representative, or as signed PDF sent via email, and in all cases, addressed to the individuals as shown on the Contract, and clearly mentioning Buyer’s Contract Number. The language governing this Contract, its interpretation, notices, disputes, and any other communications relating or pursuant hereto, shall be English.

a.5 Modifications

Modifications to these terms and conditions, including any modification to the Contract, as applicable, may only be made by written agreement between authorized personnel of both Parties to this Contract. Each Party shall give due notice and consideration to any proposals for modification made by the other Party.

a.6 Communications

Communications with client or Principal Recipient concerning this Contract or PO shall be made through Buyer unless otherwise expressly authorized by Buyer. If a Supplier is called upon by the client to communicate concerning the Contract or the PO Supplier shall notify and consult with Buyer before responding to ensure alignment.

a.7 Release of Information

Any Supplier news release, public announcement, advertisement, or publicity concerning this Contract or the contract with the client or the Supplier’s relationship with either Party will be subject to prior written

approval of Buyer. Supplier shall not disclose any information relating to this Contract to any person not authorized by Buyer or client to receive it.

a.8 Code of Conduct

Supplier shall be obliged to respect the rules and guidelines contained in the PFSCM's Supplier Code of Conduct in its dealings with Buyer's employees. This Code is an integral part of these Terms and Conditions, and is available here: [PFSCM Code of Conduct for Suppliers](#).

a.9 Certification

Supplier shall furnish to Buyer any certification required by any applicable law or client regulation or policies in effect on the date this Contract issued or thereafter enacted. As per these T&Cs, the word "certification" shall be interpreted to include, without limitation, any plan or course of action or record keeping function, representation, or document of similar tenor.

a.10 Compliance

Supplier shall, in performing its obligations pursuant to this Contract, comply with all applicable statutes, rules, regulations, and executive orders of the client, as well as all other applicable laws and regulations.

a.11 Governing Law

This Contract, its making and performance, and the circumstances surrounding all of the foregoing, shall be interpreted in accordance with the laws in effect in the Commonwealth of Massachusetts in the U.S.A. without regard to its conflicts of law principles.

a.12 US and UN Sanctions

Supplier is reminded that US law and UN sanctions prohibit transactions made using funds provided under this Contract to support or promote violence, aid terrorists or terrorist-related activity, or funding individuals and organizations identified as supporters of terrorism. It is Supplier's legal responsibility to ensure that it complies with these laws and sanctions. Individuals and organizations identified as prohibited from receiving financial or material support by these type of activities can be found as part of the UN sanctions and US law which are listed at the following websites: [Sanctions | United Nations Security Council](#) and [US Treasury Consolidated List](#).

a.13 Combating Trafficking in Persons and Child Safeguarding Provisions

PFSCM adheres to these policies and their content are an integral part not only of this contract, but of their daily operations. Said policies can be found here: PFSCM Policies: [PFSCM Child Safeguarding and Child Protection Policy](#), and all parties involved in any contractual arrangement with PFSCM must abide by them. By agreeing to this contract, the Supplier fully understands that its failure to comply with the requirements of this clause may result in termination of this contract for default or cause, in accordance with the corresponding Termination / Cancellation section of this contract. This clause is of non-negotiable nature.

a.14 Assignment

Supplier shall not assign or transfer, in whole or in part, any of its rights or the performance of its duties under this Contract, or any of the monies due or to become due hereunder, to Affiliates or other assigned parties (including but not limited to authorized distributors), without Buyer's approval. The term "Affiliate" shall mean a) an organization, which directly or indirectly controls a party to this contract; b) an organization, which is directly or indirectly controlled by a party to this contract; c) an organization, which is controlled, directly or indirectly, by the ultimate parent company of a party; Control as per a) to c) is defined as owning more than fifty percent (50%) of the voting stock of a company or having

otherwise the power to govern the financial and the operating policies or to appoint the management of an organization. Any assignment or transfer entered into by Supplier without such approval shall be null and void as against Buyer unless ratified by Buyer. Buyer reserves the unilateral right to assign the Contract, and any or all rights, obligations, and claims thereunder or relating thereto, to the client, at any time or from time to time during the Contract Term, without Supplier's consent but with written notice to Supplier.

a.15 Severability

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force and effect as if this Contract had been executed with the affected provision eliminated.

a.16 Survival of Provisions

In addition to the rights and obligations, which survive as expressly provided for elsewhere in this Contract, the other provisions, which by their nature should survive, shall survive and continue after any termination or cancellation of this Contract.

b. Acceptance of Products and/or Services

Under no circumstances shall PFSCM be required to accept any Products and/or Services that do not conform to the specifications or requirements specified in the Purchase Order and related documents. Products and Services delivered and rendered hereunder are merchantable and fit for use for the particular purpose described in these T&Cs, they meet the requirements of the Recipient Country and any other applicable regulatory agencies' requirements, and are free of defects in design.

In the event that the Supplier is not the manufacturer of the Products, the Supplier shall be responsible for ensuring that the manufacturer complies with applicable requirements in this section including sharing of data / information and extending cooperation, where stipulated.

b.1 Quality Requirements

b.1.1 All Products shall comply with applicable quality and regulatory requirements as defined in tender/bidding documents in accordance with PFSCM QA policies.

b.1.2 All Pharmaceuticals shall be manufactured in accordance with Good Manufacturing Practices (GMP) guidelines.

b.1.3 All medical devices including in-vitro diagnostics (IVD) shall be manufactured at a site compliant with the requirements of ISO 13485:2016 standard on Medical devices — Quality management systems — Requirements for regulatory purposes or equivalent quality management system (QMS). For certain medical devices such as consumables for general use, b.1.4 QMS compliance with the requirements of ISO 9001:2015 standard on Quality Management System Requirements may be accepted.

b.1.4 The premises used for manufacturing pharmaceuticals and medical devices (including kit assembly) shall hold current manufacturing license or equivalent certification issued by the relevant Ministry of Health or other cognizant national regulatory / competent authority. All manufacturing premises and storage locations used, including finished products and transit warehouse(s), shall comply with Good Storage and Distribution Practices (GS/DP) requirements¹. Unless otherwise

¹ <https://www.who.int/publications/m/item/trs-1025-annex-7-gdp-medical-products>

specifically stated in the Contract, cGMP and GSP/GDP shall be deemed to mean the guideline issued by the World Health Organization (WHO).

b.1.5 PFSCM recognizes and relies on manufacturing site inspections done by regulatory bodies and other international agencies as defined in their QA policy. In exceptional circumstances where the site does not have required approval, PFSCM and/or contracted party may visit and conduct quality system audits of premises used for manufacturing and/or storage of health products. All such audits shall be done upon agreement by the auditee.

b.1.6 Where required, Supplier shall be responsible for ensuring that the Products comply with the local regulatory requirements such as registration with national regulatory authority in the country of destination, and/or packaging and labelling requirements.

b.1.7 All Pharmaceuticals shall comply with the specifications of the current/latest edition of one of the compendial standards, i.e., United States Pharmacopoeia (USP), the British Pharmacopoeia (BP), European Pharmacopoeia (Ph. Eur.), or International Pharmacopoeia (Int. P.). If Products are manufactured in accordance with validated in-house specifications, a copy of the specification shall be made available to PFSCM along with the method of analysis, upon request.

b.2 Inspection and Testing

b.2.1 PFSCM and/or a contracted third-party reserves the right to sample, inspect, and/or test Products at any time and/or location, be it pre-shipment or post-shipment. If the Products are to be inspected prior to shipment, the Supplier shall notify PFSCM when the Products are ready for inspection. In all cases, the Supplier shall extend full cooperation to facilitate sampling and inspection, at no cost to PFSCM, and shall provide the inspectors reasonable access to facilities for the performance of their duties.

b.2.2 The Supplier shall provide PFSCM all information and documentation reasonably requested to enable testing of the Products including but not limited to: certificate of analysis, method of analysis, and finished product specifications.

b.2.3 Inspection or testing shall not in any way release the Supplier from any warranty or obligations under this Contract. Even if the Products are shipped concurrent to testing, depending on the INCOTerm, the Supplier shall remain liable for subsequent actions, should there be any non-compliance issues.

b.2.4 As per GMP requirements, the manufacturer shall keep retention samples for each batch of the finished Product, where applicable. In the event of quality complaints, the Supplier shall facilitate independent analysis of the retention samples, if required.

b.2.5 In the event of out-of-specification (OOS) or non-conformance with product specifications, the Supplier shall provide required information to facilitate the investigation and root cause analysis. In case of temperature excursions, the Supplier shall facilitate assessment to determine the disposition (accept/reject) of the Product either by sharing storage/shipping stability data or by giving guidance to PFSCM based on their quality impact assessment.

b.3 Communication of Safety Issues, Rejections, and Recalls

b.3.1 Supplier shall notify PFSCM as soon as it becomes aware of any incident or report that is inconsistent with clauses outlined in the section of these terms and conditions entitled “Supplier’s General Warranties” and share with PFSCM any field safety notices (FSN) issued along with any guidance on corrective actions to be undertaken.

b.3.2 In the event of a Product confirmed to be OOS or otherwise does not conform to requirements of the Contract, PFSCM, after a detailed investigation in consultation with the manufacturer, may reject

or refuse to accept the Products. Upon receipt of written notice from PFSCM of such rejection, the Supplier shall, at the sole discretion of PFSCM, and within the timeframe PFSCM stipulates, either:

- provide a full refund upon return of the Products, or
- repair the Products in a manner that would enable the Products to conform to the specifications or other requirements of the Contract, or
- replace the Products, or
- pay all costs relating to the repair or return of the defective Products as well as the costs relating to the storage of any such defective Products and for the delivery of any replacement Products to PFSCM.

b.3.3 In the event of the Product being recalled from the destination Country, the Supplier shall cooperate with PFSCM to facilitate the recall process.

b.3.4 For supplier-initiated recalls, the Supplier shall provide a detailed recall strategy and plan with PFSCM, be responsible for notifying the relevant regulatory / competent authorities in the country of manufacture as well as the country of the consignee, and coordinating destruction as per local regulations. The Supplier shall share with PFSCM relevant records related to the recall such as destruction certificates.

b.4 Data Sharing and Communication of Changes

b.4.1 Supplier shall share with PFSCM GS1-compliant product master data to facilitate order management including changes and updates.

b.4.2 Supplier shall deliver and tender for acceptance only those Products that strictly conform to the requirements specified in the Contract. The Supplier shall notify PFSCM of any significant changes that may affect the quality, safety, efficacy, and performance of the eligible product and its regulatory status. All such changes shall be communicated in writing to PFSCM along with supporting documentation, as required.

b.4.3 In the event of changes in the company name, branding / re-branding etc. the Supplier shall notify PFSCM well in advance but not later than 30 calendar days (1 month) prior to the change taking effect, specifying the timelines and sharing supporting documentation to enable PFSCM to make relevant changes in the item master.

b.5 Remaining Shelf Life of Products

b.5.1 The Remaining Shelf Life (RSL) of Products offered by Supplier must be approved by PFSCM prior to delivery as per the Section c.2 of these terms and conditions entitled "Order Readiness and Accompanying Documents", and must meet the recipient country's requirements.

b.5.2 For medical devices, IVDs, and other non-pharmaceuticals, Supplier shall ensure that the RSL of Products at the time of delivery comply with the requirements specified in the PFSCM Purchase Order. In absence of this, and conditional upon pre-delivery approval by PFSCM, the Supplier may deliver Products inline with either an overarching contract between Supplier and PFSCM, or the World Health Organization (WHO) recommendations in Table A8.1² ("Example of minimum remaining shelf-life of medical products"), of the WHO Technical Report Series, No. 1025, 20202.

b.5.3 For pharmaceuticals, Supplier shall ensure that Products have a remaining shelf life (RSL) of 85% at the time of delivery unless otherwise, and formally, agreed in writing with PFSCM (including

² <https://www.who.int/publications/i/item/978-92-4-000182-4>

but not limited to in the Purchase Order, or in absence of this inclusion, in the overarching contractual agreement between Parties).

b.5.4 The RSL shall be determined based on the manufacturer's total shelf life or the maximum anticipated shelf life of the product.

c. Delivery and Transportation

c.1 Packaging and Labelling

c.1.1 Supplier shall package the Products for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Products. The Products shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Products.

c.1.2 Supplier shall ensure that all Products are appropriately packaged to maintain the quality and shelf life (if applicable) of the Products / components / active ingredients by protecting them from physical and environmental damages.

c.1.3 All Pharmaceuticals shall be labelled in accordance with the requirements of WHO guideline on packaging for pharmaceutical products³.

c.1.4 All Medical devices, including IVDs, shall be labelled in accordance with the requirements of the following standards, as applicable: i) SG1/N70:2011 Label and Instructions for Use for Medical Devices, and ii) ISO 18113 (Part 1 to 5) In Vitro Diagnostic Medical Devices - Information Supplied by the Manufacturer (Labelling).

c.1.5 To ensure compliance with GS1 labeling requirements on tertiary packaging (pallet / logistics unit and carton/trade item) PFSCM may require that Supplier comply with GS1 General Specifications for identification and marking details under this Contract, if applicable. The Supplier may refer to the GS1 barcode specifications for detailed requirements⁴. PFSCM will provide the Supplier with reasonable notice of the implementation requirement applicable to Contract or any applicable Orders.

c.1.6 Supplier shall ensure that all Time and Temperature-Sensitive Products are appropriately packaged for transportation suitable to the shipping system⁴ being utilized for the order (refrigerated vehicles, active and passive shipping systems for air/ocean).

c.1.7 All shipping container systems for time and temperature sensitive products shall be qualified and validated before use to ensure product temperature compliance during transportation. Validation reports shall be made available to PFSCM, if requested.

c.1.8 For air shipments, Products shall be affixed with IATA Time and Temperature Sensitive label in accordance with IATA Perishable Cargo Regulations, Chapter 17: Logistics for Temperature Sensitive Healthcare Products, and must match the temperature range or limit stated on the airway bill.

c.1.9 Temperature monitoring requirements (e.g., use of temperature loggers) during transportation shall be organized as agreed with PFSCM. In the event that the Supplier provides temperature monitoring devices, such devices shall be [prequalified by WHO](#). If applicable and requested, the Supplier shall provide data to PFSCM that indicates the placement and location of the temperature monitoring devices to the corresponding pallet/box number.

³ https://www.who.int/medicines/areas/quality_safety/quality_assurance/GuidelinesPackagingPharmaceuticalProductsTRS902Annex9.pdf

⁴ https://www.gs1.org/docs/barcodes/GS1_General_Specifications.pdf

c.1.10 The packaging and labelling of Dangerous Goods shall be done in accordance with IATA Dangerous Goods Regulations.

c.2 Order Readiness and Accompanying Documents

c.2.1 Supplier shall notify PFSCM when the Order is ready (“notification of product readiness”), in all respects, for delivery one week in advance of the INCOTerm contractually agreed on the Purchase Order.

c.2.2 The notification of product readiness for commodities entails the submission of all export documents to PFSCM, as stipulated in the shipping instructions for that order.

c.2.3 In addition to the export documentation, Supplier shall promptly submit to PFSCM such other types of standard documentation in connection with the Products and Services supplied as PFSCM may reasonably request from time to time in writing.

c.2.4 Notwithstanding the INCOTerm(s) of this Contract, as documented on the Purchase Order, PFSCM shall review the submitted export documentation against the Purchase Order and any supplemental documents attached to this Contract. Supplier shall make any necessary modifications to documentation, as requested by PFSCM.

c.2.5 PFSCM will secure any necessary licenses, approvals, permits, and other authorizations, and/or effectuate the required customs clearance, needed for the importation of the Products at destination, generally prior to picking up the Products. Supplier shall provide all reasonable assistance toward performance of PFSCM’s responsibilities.

c.2.6 Notwithstanding the INCOTerm(s) of this Contract, where Supplier is responsible for shipping an order, they must receive approval from PFSCM before shipping, as PFSCM must confirm that the recipient is ready to receive the order prior to shipment.

c.3 Logistics and Supplied Quantity

c.3.1 Supplier shall share with PFSCM all information pertaining to transportation and storage of Products including any special handling requirements. Manuals, instructions, and labels relevant to the Products shall be in the English language, unless otherwise agreed in the Purchase Order.

c.3.2 Transport and delivery of the Products and/or Services, and the associated party responsibilities, shall be subject to the Purchase Order and the terms of the Contract, including but not limited to the INCOTerm(s), INCO place, shipment mode documented therein.

c.3.3 Unless explicitly permitted on this Contract, or otherwise approved in writing by PFSCM under such conditions as PFSCM may impose, short / partial deliveries are not acceptable. All items and quantities of Products described shall be supplied together at one and the same time, and supply of any partial quantity of the Products shall not be considered delivery. In the event of short / partial delivery, PFSCM reserves the right, at its unilateral option, in addition to any other rights specified by other provisions of the Contract, to either (1) reject the delivery entirely (in which case liquidated damages for undue costs may apply at PFSCM’s discretion) 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.

c.3.4 If the Supplier delivers and PFSCM receives quantities of any Products in excess of the quantity called for, such excess quantities will be treated as being delivered for the convenience of the Supplier. PFSCM may retain such excess quantities up to \$250 in value without compensating the Supplier therefore, and the Supplier waives all right, title, or interest therein. Quantities in excess of \$250 will,

at the option of PFSCM, either be returned at the Supplier's expense or retained and paid for by PFSCM at the contract unit price.

d. Order Changes

d.1 PFSCM may, at any time, request what constitutes a "Change Order." The Supplier shall perform any such changes accordingly.

d.2 This authority is limited to PFSCM's Procurement Representative.

d.3 Equitable adjustment time frame: the Supplier may assert this right within twenty (20) days of being notified.

d.4 Suppliers' duties: At all times, Supplier shall diligently proceed with performance of this Contract, as directed by PFSCM, and nothing herein shall be construed as relieving Supplier of its obligation to perform. Failure to do so may be deemed a breach of contract.

d.5 If a Supplier interprets any PFSCM communication as a Change Order, but the communication is not specifically designated as a "Change Order," Supplier must secure written confirmation before performing or lose the right to seek any equitable adjustment.

d.6 PFSCM may request to increase the quantity of Products and/or Services at the unit price(s) specified. PFSCM may exercise this option by dispatching reasonable written notice, including a modified Purchase Order, to the Supplier for their acceptance. Delivery of the added Products or performance of the added Services, as applicable, shall be subject to these terms and conditions except as the parties may otherwise agree in writing.

e. Transfer of Ownership and Risk of Loss or Damage

e.1 Supplier shall ensure that title of ownership to Products delivered and supplied hereunder shall pass directly to PFSCM or its Client, as subject to the contractual agreement between PFSCM and its Client, upon acceptance pursuant to the Section of these terms and conditions entitled "Acceptance of Products and/or Services".

e.2 Notwithstanding completion of delivery, Supplier shall bear all risk of loss or damage to the Products, or resulting from the Services, prior to acceptance, except to the extent that any loss or damage is due to PFSCM's fault, or occurs after delivery and not due to fault on the Supplier's part.

f. Price, Invoicing, Tax Exemption, Payment Terms

f.1 Price

f.1.1 The Prices (Unit Prices and extended Prices) specified in the Contract are firm, fixed, all-inclusive total prices covering performance of all of Supplier's obligations pursuant to this Contract, including but not limited to, delivery of Products and successful performance of all Services, supply of required documentation, warranty-related costs and charges, packing, packaging, and marking costs, the costs of cooperating with sampling, testing, inspection, and other quality assurance requirements, when applicable, and any and all other costs and charges of whatever description or amount in connection with, necessary for, or resulting from Supplier's required performance. Furthermore, the price specified in the Contract is inclusive of the contracted delivery INCOTerm specified in the PO Contract, which is aligned to the Buyer/Seller responsibilities defined in the version of INCOTerms as issued by the [International Chamber of Commerce \(ICC\)](http://www.icc.org), Paris, France at the time of Contract execution.

f.1.2 Supplier certifies that the Price(s) in the Contract represent the lowest price(s) that the Supplier currently sells the Goods under comparable terms and conditions to any of its customers. Supplier agrees that if during the life of this Contract it sells the Goods to any customer for a lower price; it will promptly inform PFSCM and guarantee that such lower price applies to any pending or subsequent order or delivery (as described in the Purchase Order, Firm Fixed Price Contract, Delivery Order, or IQC hereunder). For sake of clarity the Order Form will be amended to conform and sent to the Supplier. The Contract Form (in case of IQC) will be amended as well.

f.1.3 The total Contract price specified in each Purchase Order shall constitute the maximum ceiling for PFSCM's potential liability to Supplier for any and all reasons whatsoever in connection with or resulting from any particular Purchase Order. In no circumstances will the maximum ceiling of the PFSCM's potential liability exceed the value of the Contract.

f.2 Tax Exemption

f.2.1 This contract is entered into by PFSCM on behalf of the client in Cooperating / Eligible Country(ies), or other like Clients. As such, and unless otherwise agreed in a Purchase Order, this contract is free and exempt from any consular or legalization fees, inspection or validation charges, and any taxes, tariffs, duties, or other levies imposed by the laws in effect in the cooperating country(ies). The Supplier shall not pay any host country taxes, duties, levies, etc. from which PFSCM, in its duties as a PSA, is exempt. In the event that any exempt charges are paid by the Supplier, they will not be reimbursed to the Supplier by PFSCM unless agreed prior in writing. The Supplier shall immediately notify PFSCM if any such taxes are assessed against the Supplier or its subcontractors / suppliers at any tier.

f.2.2 The Supplier is responsible for payment of all applicable taxes, as prescribed under the applicable laws, associated with wages / salaries / compensation for services rendered by individuals employed by the Supplier and who are directed to work as required under this Contract. The Supplier is liable for payment of all applicable taxes associated with revenues (profit), and other such taxes, fees, or dues for which Supplier is normally responsible as a result of operating its business.

f.3 Invoicing and Payment

f.3.1 Invoices and payments shall be in United States Dollars (unless otherwise agreed upon in the Contract).

f.3.2 Supplier shall submit correct invoices to PFSCM, as stipulated in the shipping instructions for that order, for Delivered Products and Related Services that have been successfully performed, in accordance with any directions stipulated in the Contract, and, to the extent not specified therein, with the provisions of this Article.

f.3.3 To constitute a correct invoice within the meaning of this Article, each invoice shall provide the following information:

- Supplier name, Bill to company name (PFSCM), invoice date, invoice number, and delivery date (for Delivered Products) or performance date (for Related Services), as applicable
- Complete account and bank's SWIFT information if payment by means of electronic funds transfer is preferred, and if agreed on the Purchase Order
- Order number, as mentioned on Purchase Order
- Description of each type of Product and/or Services, unit price, quantity, and extended line item price, and where applicable, batch/lot/serial number, manufacturing and expiry date of the Product. For Pharmaceuticals, the pharmacopoeia standard shall also be specified.

f.3.4 PFSCM will review invoices submitted and will pay those which are determined to be correct. Invoices determined to be incorrect due to the existence of deficiencies or errors will be returned to Supplier, with a request for appropriate corrections. In the event that an invoice is submitted which is partly correct, PFSCM may, in its sole discretion, either return the entire invoice for correction or make payment of the correct portion and return the portion deemed to be incorrect.

f.3.5 Supplier understands and agrees that PFSCM cannot pay invoices without proper documentation confirming proof of delivery (POD). Supplier shall not withhold any Products, or delay processing any quotations or Purchase Orders resulting from PFSCM's delay to pay an invoice, if such payment delay is due to a lack of POD, or if the invoice is not submitted correctly.

f.4 Payment Terms

f.4.1 PFSCM shall make payment to the Supplier in accordance with the Prices and Terms stipulated in the Contract. Should payment terms not be mentioned, standard payment shall be within 30 business days of 100% delivery (according to contracted INCOTerm) to and acceptance by PFSCM or client.

f.4.2 Notwithstanding the foregoing, PFSCM accepts no responsibility for late payment resulting from client acts or omissions.

f.4.3 PFSCM may request reasonable security for any advance payment(s), in a form and substance acceptable to PFSCM and its client and with all costs thereof to be for Supplier's account.

f.4.4 If payment(s) will be made electronically, the Supplier shall be solely responsible for providing PFSCM with correct wiring information. All costs and risks arising out of, relating to, or resulting from such wiring shall be borne by Supplier.

f.4.5 PFSCM reserves the right of offset against amounts payable to the Supplier under this Contract or any other agreement in the amount of any claim or refund that PFSCM determines is owed to PFSCM by Supplier. PFSCM will use this authority cautiously and fairly, providing advance written notice and an opportunity to comment whenever doing so is deemed practicable in PFSCM's sole discretion (if prior notice is deemed impracticable, PFSCM will give notice subsequently).

g. Supplier's General Warranties

g.1 Supplier is to warrant that it is validly incorporated, in existence and duly registered under the laws of its jurisdiction of incorporation and has full power to conduct its business as conducted on the Effective Date.

g.2 This Contract, when executed and delivered by such Party in accordance with its terms, will be a legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity, and subject to any legal rights, privileges, or immunities accorded to the Party in any jurisdiction(s).

g.3 There are no Claims, investigations, or proceedings in progress, pending or threatened against the Supplier, which could have an adverse effect on the capacity of the Supplier to perform its obligations under this Contract.

g.4 It has insurance policies in effect that are compliant with the best practice industry standards, as of the Effective Date; it shall maintain such insurance policies and it shall provide advance written notice to the PFSCM of any material modification to the terms of that insurance policy that may impact the agreement between the supplier and PFSCM.

g.5 The execution, delivery, and performance of this Contract by such Party shall have been duly authorized by all necessary action on the part of such Party, including all corporate authorizations and all other governmental, statutory, regulatory, or other consents, licenses, authorizations, waivers, or exemptions required to empower it to enter into and perform its obligations under this Contract.

g.6 All Products delivered and Services rendered hereunder shall be covered by the Manufacturer's standard international warranty in favour of PFSCM's Client.

g.7 Supplier also hereby expressly warrants that all Products (including without limitation their parts) and Services supplied, as applicable:

g.7.1 Are free of latent defects (as used herein, defects that meet the following criteria: (a) such defects are not apparent to either Party during customary manufacturing or quality testing and/or inspection, and (b) such defects result solely from defective material, workmanship, or design and are not caused by misuse or misapplication of the Goods),

g.7.2 Will, to the extent found to be in breach of any warranty specified in this Contract, be removed, and repaired or replaced, covered by new warranties identical to those that applied to the originally supplied Products and Services, extending for the longer of [a] the remainder of the original warranty period, or [b] a new warranty period,

g.7.3 Ensure that all spares and replacement parts are the same as the original spares and parts unless formally replaced by an improved and PFSCM-approved technical equivalent.

g.7.4 Intellectual Property: Supplier hereby understands and acknowledges that it is 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 PFSCM and its Client pursuant to this Contract, 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 PFSCM 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 Purchase Order at the time of indicating its ability and willingness to supply the Product. PFSCM shall have the option to proceed or cancel the Contract (represented by Purchase Order, Firm Fixed Price Order Form or Delivery Order).

g.8 The period of all warranties set forth in this Article or in any other provision of the Contract shall be no less than the Shelf Life of the Products, or in the case of Products without a shelf life, no less than the manufacturer's standard warranty.

g.9 If any Products or Services supplied hereunder are defective or otherwise do not meet the warranties specified herein or otherwise applicable at any time during the warranty period, the client (or PFSCM on its behalf, if/as authorized by the client to do so) may, at its option:

- reject the affected item(s) and require a full refund or credit,
- reject the affected item(s) and require prompt correction or replacement (freight prepaid) at Supplier's sole expense,
- retain it/them at a equitably adjusted price, or
- require Supplier to provide, if available, corrections in the form of field change order kits (including components, instructions, and other necessary materials) from Supplier so that PFSCM or its designee may make necessary changes or repairs. Repaired or corrected items shall be subject to the same warranties as if they were new. While returned item(s) are in Supplier's possession and while in transit during return to Supplier and reshipment to or as directed by PFSCM, all risks and costs of loss, destruction, or damage shall be for Supplier's account.

g.9.1 In case of dispute about status of Product, status will be evaluated by a mutually agreed upon laboratory, using agreed upon reference standards and methods.

g.10 Client (or PFSCM on its behalf, if/as authorized to do so) shall submit warranty claims to Supplier within a reasonable time after discovery of any breach, indicating the nature and date of the claim.

g.11 PFSCM shall have the right, at any time and from time to time, to stop further deliveries of Products from Supplier that do not conform to the warranties and other requirements of this Contract, and in such event, PFSCM shall advise Supplier of PFSCM's best identification and assessment of the problems. Further deliveries of Products shall not be made to PFSCM until and unless Supplier has corrected the specified areas of non-conformance in the Products, or PFSCM authorizes in writing the shipment of such Products pending Supplier's correction. PFSCM's actions pursuant to this Paragraph shall not be deemed to constitute a Change Order, and Supplier shall not be entitled to any compensation due to the delays (if any) association with or resulting from these actions.

h. Indemnification, Liquidated Damages, and Disputes

h.1 Indemnities

h.1.1 Principle

Supplier shall indemnify and hold harmless PFSCM and its officers, directors, employees, and agents (as well as the PSA and/or the Client and/or the relevant Principal Recipient) from and against all claims, damages, losses, and expenses with respect to the death, injury, or disability of any persons and damage to or destruction of any property.

h.1.2 Scope

This includes without limitation any loss of use, and any product liability or similar claim, in or under the laws of any of the Recipient Countries or other applicable law - provided that the Products are used and stored in a manner consistent with any manufacturer recommendations specifically noted by Supplier in its offer and expressly incorporated by PFSCM into this Contract - arising out of, resulting from, or connected in any way with the performance of this Contract by Supplier or Supplier's employees, the Manufacturer (if different from the Supplier), other sub-Suppliers and, Suppliers, or their officers, directors, agents, and employees, including non-compliance by such manufacturers or suppliers with any technical requirements applicable to any product supplied.

h.1.3 Suppliers and Third Parties

Supplier shall, at its own expense, defend all suits or claims (whether or not false, fraudulent, or groundless) by third parties alleging such injury or damage and shall pay all reasonable charges of attorneys, court costs, awards, and all other costs and expenses in connection therewith. This provision shall survive after the expiration or termination of this Contract.

h.1.4 Suppliers and Liabilities

Supplier shall indemnify PFSCM and its officers, employees, and agents, as well as the Client, against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any patent, trademark, or copyright, arising out of the performance of this Contract, provided that Supplier is reasonably notified of such claims and proceedings.

h.1.5 Notice

PFSCM shall give Supplier prompt written notice of (1) any claim by a third party, or (2) any action or proceeding (including without limitation any investigation or inquiry), potentially involving one of the indemnities set forth above. Upon receipt of such notice, Supplier shall promptly assume the defence

thereof, including the employment of counsel reasonably satisfactory to PFSCM and the payment of all reasonable fees and expenses incurred in connection with such defence. Notwithstanding the foregoing, Supplier shall not, without PFSCM's approval, consent to entry of any judgment or enter into any settlement, which does not include as an unconditional term thereof the giving by the claimant or plaintiff a release, in form and substance satisfactory to PFSCM, from all liability with respect to such claim or litigation.

h.2 Probity

h.2.1 Supplier shall strictly ensure that it and its officers, directors, employees, agents, consultants, and Suppliers, and subcontractors avoid (1) any action in violation of (or that might reasonably be considered to be in violation of) U.S. Government, client, originating country, Recipient Country, or other applicable laws, regulations, rules and policies relating to ethics, integrity, and proper business practices, and (2) any corrupt practice (including without limitation the offering, giving, receiving, or soliciting of anything of value to influence the action of any public official or any officer, employee, or director of PFSCM or Supplier) or fraudulent practice (including without limitation misrepresentation of facts to influence a procurement action or Contract execution or administration), to the actual or potential detriment of PFSCM, the Client, or the Recipient Countries. If an issue should arise concerning compliance with this Article, Supplier shall immediately provide PFSCM with written notice describing the issue, all pertinent facts as known on the date of the notice, any conclusions reached by Supplier as of that date, and any corrective actions proposed.

h.2.2 Failure to respond aggressively and appropriately to such issues may be treated by PFSCM as a material Contract breach. Supplier shall indemnify and hold PFSCM harmless for any costs, delays, losses, damages, or other liabilities (including without limitation reasonable costs and fees of attorneys and expert consultants and costs and fees incurred in connection with investigations) incurred by PFSCM as a result of any occurrences covered by this Article, or any allegations relating to purported occurrences of this nature.

h.3 Liquidated Damages

h.3.1 Conditions and Estimation

Supplier acknowledges the urgent need for the Products, as well as the difficulty of ascertaining at the time of contracting the precise nature and amount of actual damages that will be suffered in the event of delayed performance. In view of the foregoing, if a Supplier fails to issue a Notification of Product Readiness for the entire quantity of Products, in strict compliance with all specifications and other Contract requirements, by the date(s) specified in the Purchase Order, PFSCM may, without prejudice and in addition to any other remedies under the Contract (or otherwise available at law or in equity), require the Supplier to reimburse, in the form of an issued credit note or refund, any payment(s) due or to become due to the Supplier, under or in connection with this or any other agreement, as liquidated damages of 1% of the order value per week past the first week late, up to a maximum of 10% of the order value. The Parties agree that this sum represents a reasonable estimate of the actual damages anticipated at the time of contracting, and confirm that this amount has been specifically negotiated and mutually agreed upon. Notwithstanding the imposition of liquidated damages in accordance with this Paragraph, Supplier shall proceed with delivery and performance of its obligations pursuant to the Contract unless otherwise instructed or approved by PFSCM.

h.3.2 Liquidated Damages in case of termination for default and/or in case of unreasonable delay

PFSCM may, in addition to or instead of liquidated damages and without prejudice to any other termination right set forth in the Contract, unilaterally terminate this Contract for default. In the event

of timely or compliant delivery of partial quantities, PFSCM may reduce the periodic or total deduction to the extent it deems appropriate, in its reasonable discretion.

h.3.3 In instances of Direct or Indirect Loss

If the Products and/or Services are not delivered / performed, or the notification of Product readiness is not shared, in a timely manner, in all respects in accordance with the Purchase Order due to any default or delay of Supplier (including without limitation any default by Suppliers, sub-Suppliers, or offerors), in certain cases as requested by PFSCM, the Supplier shall reimburse, in the form of an issued credit note or refund, PFSCM for any direct or indirect loss or expense incurred by PFSCM, or PFSCM's client, that may result. This extends to the need for any additional costs of sampling, testing, inspection, including any additional sampling agent charges, caused by said default or delay.

h.3.4 Limitations on Damages

If a claim for damages or a right to any other form of relief, based on contract, indemnity, negligence, or otherwise should arise in connection with this Contract, the claiming Party shall take all necessary measures to mitigate the damages or loss, to the extent that this can be accomplished without unreasonable cost or inconvenience. In no event shall any such claim or relief include or permit recovery of exemplary or consequential damages, however described. In no event shall Buyer be liable for consequential damages.

h.4 Disputes

Notwithstanding any other provision of this Contract, any action by a cognizant client official purporting to act within his/her authority under or in connection with the client Contract or the present Contract that binds PFSCM shall also bind Supplier to the extent that it relates to or affects the Contract. If requested by Supplier in writing, PFSCM may agree at Supplier's expense to sponsor a claim with the client. Supplier shall reimburse all costs resulting from such sponsored claims incurred by PFSCM without charge to this Contract.

h.4.1 Arbitration

The Parties agree to make every reasonable effort to resolve amicably through mutual agreement any dispute that may arise between them pursuant to this Contract. If such efforts are unsuccessful in resolving the dispute, the Parties shall escalate the dispute to higher management levels. Failing an amicable settlement at the management level, after a reasonable time, either Party may refer the matter to arbitration pursuant to this Article, which shall be the exclusive method of resolving such disputes. Arbitration shall be conducted in Boston, Massachusetts under the Commercial Arbitration Rules (if the Supplier is a U.S. entity) or the International Arbitration Rules (if the Supplier is a non-U.S. entity), as applicable, of the American Arbitration Association ("AAA") as then in effect, before up to three arbitrators appointed by agreement of the Parties (or, failing such agreement within thirty (30) days, an arbitrator appointed by the AAA). The decision of the arbitrators will be in writing, and will contain a statement of reasons; the resulting award shall be final and binding on the Parties and shall be in lieu of any other remedy. Judgment may be entered upon the award in any court of competent jurisdiction. Notwithstanding any pending arbitration, the Parties shall continue to perform their respective obligations pursuant to the Contract. Each Party will bear its own costs of arbitration, as well as half of the arbitrator's fees and costs.

i. Confidentiality and Disclosure

i.1 Definition

Information that either Party may disclose to the other shall not be deemed to be confidential and shall be acquired free from any restriction, unless the information is proprietary to the disclosing Party and, if it is disclosed in tangible form, the disclosing Party marks such information as "Proprietary," "Restricted," or "Confidential." Any confidential information disclosed verbally must be expressly identified as confidential at the time of disclosure and thereafter reduced to tangible form with a copy, prominently marked as previously mentioned, delivered to the receiving party within ten (10) days of the verbal disclosure. When a writing contains both confidential and non-confidential information, the disclosing Party shall specifically note which information is deemed confidential. Information pertaining to a Contract or a Contractual Arrangement will be deemed confidential.

i.2 Duty of Care

Each Party shall exercise the same degree of care to avoid the publication or dissemination of the other Party's confidential information as it affords to its own confidential information of a similar nature, which it desires not to be published or disseminated. The receiving Party in the furtherance of this Contract and the performance of its obligations shall only use confidential information disclosed under this Contract hereunder.

i.3 Contractual Obligation(s)

There can be instances when PFSCM may disclose confidential information to the designated client's representative as part of its obligations to submit regular reports under its current agreement as Procurement Services Agent.

i.4 Exceptions

The obligation of the Parties not to disclose confidential information shall survive the expiration, termination, or cancellation of this Contract. However, neither Party shall be obligated to protect confidential information of the other, which: (1) is rightfully received by the receiving Party from another person without restriction, (2) is known to or developed by the receiving Party independently without use of the confidential information, (3) is or becomes generally known to the public by other than a breach of duty hereunder by the receiving Party, (4) has been or is hereafter furnished to others without restriction on disclosure, or (5) is known or available to the receiving Party by inspection or analysis of goods available in the market.

i.5 Duration of Confidentiality

The obligation not to use or disclose said confidential information shall end five (5) years after the date of receipt of said confidential information, except with respect to any Software, for which the obligation shall continue until the occurrence of any of the events listed in Paragraph above. Nothing contained herein shall be construed as preventing PFSCM from sublicensing or marketing Software or documentation to the client. PFSCM shall be permitted to disclose confidential information to its affiliated entities, third parties and others, including its client, in furtherance of the Project, provided, however, that such affiliated entities, third parties, and others agree to protect such information to the extent provided herein.

Supplier hereby authorizes PFSCM to incorporate Supplier's (and, if the Supplier is not also the Manufacturer, the Manufacturer's) provided Proprietary Information in submissions to the client provided that it bears an appropriate restrictive legend.

j. Termination, Suspension, and Force Majeure

j.1 PFSCM reserves the right to terminate this Contract in whole at any time. In the event of such termination Supplier shall immediately stop all work hereunder and shall immediately cause any and all

of its sub-Suppliers, offerors, and Suppliers (including the Manufacturer, if different from the Supplier) to cease work.

j.2 Upon the expiry or termination of this Contract for any reason, the Supplier:

- Shall promptly return all confidential information belonging to PFSCM or its Client and shall not make any use of such confidential information after expiry or termination of this Contract
- Shall return all funds which have not been committed or earned by the Supplier in accordance with the terms of this Contract
- Shall fulfill all Purchase Orders issued prior to expiry or termination of this Contract

j.3 In the event that the Client informs PFSCM of a temporary Stop Work Order, PFSCM shall instruct the Supplier to immediately cease all or part of the Contract work. The period of work cessation shall extend for up to ninety (90) days from the date of the Supplier's receipt of the notice. This period may be extended if the client subsequently extends the period covered by the Stop Work Order under the client Contract. Before the end of the period, PFSCM will either cancel the work cessation or terminate the affected Contract pursuant to Paragraph j.2 or j.2 above. If the work cessation is cancelled before it expires or the period expires without renewal, Supplier shall resume work. No additional compensation will be due to the Supplier due to the work cessation, however, if necessary, Supplier may propose an appropriate adjustment in the schedule. In the event of termination, the procedures in Paragraph j.2 or j.2 above, as applicable, will be followed.

j.4 PFSCM's rights and remedies pursuant to this Article shall not be deemed to be exclusive and are in addition and without prejudice to any other rights and remedies provided by law, Contract, or equity, or otherwise under this Contract.

j.5 Termination of this Contract shall not affect the existing rights and licenses granted to PFSCM or the client, which shall survive such termination.

j.6 Supplier will inform PFSCM six (6) months in advance of the cessation of activities or removal of a Product from the Contract, as applicable, when possible but in all cases within three (3) months of cessation of activities or removal of a Product from the Contract. Supplier shall assist PFSCM and the client in every reasonable manner in arranging for the orderly transfer, under such provisions stated herein, of all activities to PFSCM or the designees of either of the foregoing.

j.7 Notwithstanding termination or suspension as above, Supplier shall, unless otherwise specifically instructed in writing by PFSCM, continue performance of any unterminated or unsuspended portion of the Contract.

j.8 Force Majeure

j.8.1 Neither party shall be liable for default when non-performance is caused by an occurrence beyond the reasonable control of such party and without its fault or negligence such as fires, floods, epidemics, quarantine restrictions, strikes, blockage, embargo, boycott, riot, civil commotion, mob violence, war (whether declared or not), invasion, revolution, insurrection, sabotage, lock-outs, unusually severe weather, other natural disasters, government acts, or other acts of a similar nature or force, and delays of common carriers which prevent or delay the execution of its obligations under this Contract without it being able to remedy, remove, or reasonably mitigate regarding such events. The affected party shall notify the other party in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the other party of the cessation of such occurrence.

j.8.2 If a Force Majeure event causes a material failure or delay in the performance of the Delivery Order for more than thirty (30) consecutive days, then PFSCM may, at its option, and in addition to

any rights PFSCM may have, procure such Products from an alternative source until Supplier is again able to perform in accordance with the contract terms.

ANNEX 1

Definitions

Affiliate	It shall mean a) an organization, which directly or indirectly controls a party to this contract; b) an organization, which is directly or indirectly controlled by a party to this contract; c) an organization, which is controlled, directly or indirectly, by the ultimate parent company of a party; Control as per a) to c) is defined as owning more than fifty percent (50%) of the voting stock of a company or having otherwise the power to govern the financial and the operating policies or to appoint the management of an organization.
Buyer	Means PFSCM acquiring, or agreeing to acquire, ownership (in case of products), or benefit or usage (in case of services), in exchange for money or other consideration under a contract/purchase order.
Client	The entity for which PFSCM is contracted to procure on behalf of. May include client(s), Principal Recipients of said clients, non-governmental organizations (NGOs), country governments, and the like.
Code of Conduct	Means PFSCM's "Code of Conduct for Suppliers" which set forth PFSCM's standards and expectations with respect to key areas of corporate responsibility. Suppliers and Vendors are expected to abide by PFSCM Code of Conduct for Suppliers .
Contract	Contract means a voluntary, deliberate, and legally binding agreement between two or more competent parties. A contractual relationship is evidenced by: (i) an offer; (ii) acceptance of the offer; and a (iii) valid (legal and valuable) consideration. Each party to a contract acquires rights and duties relative to the rights and duties of the other parties.
Contractual Arrangement	It can be in the form of Procurement Services Agent Supplier Agreement; Indefinite Quantity Contract (IQC), Framework Agreements (FA), or Master Service Agreement (MSA). Means a long term agreement established by PFSCM with Suppliers as a result of a competitive procurement process for which the content and implementation is the responsibility of the Procurement Services Agent.
Delivery	Determined by PFSCM and meaning the complete fulfilment of a/the Contract requirement as defined on the Contract. For Products, delivery is considered according to the contracted INCOTerms and the contracted INCO place. Documented by a Proof of Delivery (POD).
Force Majeure	Means unforeseeable circumstances that prevent a party from fulfilling a contract, it also refers to a clause that is included in contracts to remove liability for natural and unavoidable catastrophes that interrupt the expected course of events and restrict parties from fulfilling obligations.
Health Products	Health products including, but not limited to, pharmaceuticals, vaccines, medical devices and in-vitro diagnostics.
INCOTerm(s)	Refers to the latest version of INCOTerms as issued by the International Chamber of

	Commerce (ICC) , Paris, France.
Liquidated Damages	In general terms, can be defined as monetary compensation for a loss, detriment, or injury to an organization or organization's rights or property, awarded by a court judgment or by a contract stipulation regarding breach of contract.
Non-conformance	Non fulfilment of a requirement.
Notification of Product Readiness	Entails the submission of all export documents, as stipulated in the shipping instructions for that commodity order.
Out-of-specification	All test results that fall outside the specifications or acceptance criteria established in product dossiers, drug master files, pharmacopoeias, or by the manufacturer.
PFSCM	The Partnership for Supply Chain Management. A Procurement Services Agent (PSA) responsible for managing the procurement, purchase, and delivery of health products, and providing all the work, tasks, and services on behalf of contracted Client(s).
Purchase Order	May also be referred to as Order Form. Order document sent by PFSCM to Supplier - PFSCM's Standard Purchase Order Terms and Conditions apply. It means a PFSCM-generated document that authorizes a purchase transaction. When accepted by the seller, it becomes a contract binding on both parties. A purchase order sets forth descriptions, quantities, prices, discounts, payment terms, date of performance or shipment, other associated terms and conditions, and identifies a specific seller.
Services	Linked to the supply of products, such as transportation, installation, commissioning, provision of technical assistance, training, consultation, after sales service, maintenance service and other such obligations of the Supplier covered under the contract.
Supplier	Means collectively, without limitation, all bidders, suppliers, agents, intermediaries, consultants, and contractors, who are not the Principal Recipient(s) or Sub-recipients but provide goods and services to a Program. PFSCM determines Supplier's eligibility to receive orders as a result of an onboarding and due diligence process.
Time and temperature-sensitive Products	Any product which, when not stored or transported within predefined environmental conditions and/or within predefined time limits, is degraded to the extent that it no longer performs as originally intended.