



GENERAL TERMS AND CONDITIONS

1. OFFER AND ACCEPTANCE: This purchase order (hereinafter "Purchase Order") is an offer by the International Telecommunication Union (hereinafter "ITU") to purchase from the Supplier (hereinafter "Supplier") the goods and/or services specified upon the Terms and Conditions mentioned herein. The Supplier accepts this Purchase Order signing and returning it or by the timely delivery of the goods and/or services specified. Any contractual terms and conditions of the Supplier, whether included in the offer, invoice or any other document, are hereby excluded.

2. INVOICES: The Supplier shall submit to ITU, Financial Resources Management Department, Place des Nations, CH-1211 Geneva 20, Switzerland, finvoices@itu.int a detailed invoice containing at least the following information: Purchase Order reference number, description of goods and/or services, price (excluding any duties and taxes), date or period of delivery and complete bank data. Unless authorized by ITU, a separate invoice must be submitted for each Purchase Order. Payment of invoice by ITU shall not constitute acceptance of the goods and/or services provided by the Supplier. Unless otherwise specifically mentioned in this Purchase Order, payment of invoices by ITU shall be executed after delivery or performance, and within 30 days of the invoice. In cases where goods and/or services are to be delivered to ITU's beneficiary, payment of invoices by ITU will be made subject to ITU's receipt of written confirmation of delivery or performance from the beneficiary (see Article 3 below).

3. DELIVERY: All goods and/or services delivered and/or performed are subject to inspection by ITU or the beneficiary at their final destination. ITU reserves the right to refuse acceptance of any goods and/or services which are not delivered and/or performed in accordance with the Terms and Conditions stipulated in this Purchase Order. In the event of sales of goods, no partial shipment shall be accepted by ITU unless previously agreed to by ITU in writing. Risk of loss or damage to the goods shall be borne solely by the Supplier until physical delivery of the goods has been completed as stipulated in this Purchase Order.

4. SHIPPING INSTRUCTIONS: The Supplier shall ship in accordance with the instructions appearing in this Purchase Order, in accordance with the generally accepted commercial standards of packaging for the type of goods specified herein. The original transport documents (e.g. Bill of Lading, Air Waybill, postal-certificate, etc.) are to be sent by airmail to the consignees named on the order form, together with a detailed list of the contents of each case or package. Duplicates of these documents with a reference to the Purchase Order are to be sent to ITU, Procurement Division, Place des Nations, CH-1211 Geneva 20, Switzerland, immediately and without waiting for the preparation of invoices.

5. LIABILITY: The Supplier shall be solely responsible for any damages and losses that it may cause in connection with this Purchase Order. The Supplier shall indemnify and hold harmless ITU in respect of any claims, demands, actions or losses caused to third parties arising out of acts or omissions of the Supplier in connection with this Purchase Order.

6. WARRANTY: The Supplier warrants that all goods and/or services delivered or performed are free from defects in workmanship or material and comply with the Terms and Conditions specified in this Purchase Order. All such warranties shall remain effective for a period of at least two years or as otherwise defined in this Purchase Order. During the warranty period, upon written notification to the Supplier by ITU, the Supplier shall, promptly and at its own expense correct all defects and non-compliance. If the defects and non-compliance cannot be corrected, the Supplier shall, at the choice of ITU, either replace the goods or reimburse ITU. The Supplier warrants that the use of goods and/or services delivered or performed under this Purchase Order do not infringe any patents, copyrights, trade-names or trade-marks.

7. DEFAULT AND TERMINATION: Should the Supplier default in the performance of any of its obligations as mentioned in this Purchase Order, ITU shall have the right to terminate such Purchase Order and procure the goods and/or services from any third party, without prejudice to any other rights to which ITU may be entitled. Such termination shall not give rise to any claim against ITU for compensation for any damages, expenses, costs or losses incurred.

8. NOTICES: Service of any notice shall be deemed sufficient if sent by registered post to the Parties' address appearing on the first page of this Purchase Order.

9. ASSIGNMENT: The Supplier shall not assign, transfer or pledge or make any other disposition of any of its rights or obligations under this Purchase Order, or any part or parts thereof, without the prior written approval of ITU. This Purchase Order shall be binding upon the Supplier and ITU, their successors and assigns.

10. BANKRUPTCY: Should the Supplier be adjudged bankrupt, or should it make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Supplier's insolvency, ITU may terminate this Purchase Order by giving the Supplier written notice of such termination. Such termination shall not give rise to any claim against ITU for compensation for any damages or losses incurred. The Supplier shall immediately inform ITU in writing of the occurrence of any of the above events.

11. AMENDMENTS: No amendment to this Purchase Order shall be legally effective and binding unless agreed to in writing and signed by and between the Supplier and ITU. Any such agreement shall be annexed hereto and shall form an integral part of this Purchase Order. This Purchase Order and its Annexes represent the entire agreement between the Parties and supersedes all prior proposals or agreements, written or oral, between the Parties.

12. ADVERTISING: The Supplier shall not advertise or otherwise make public the fact that it is furnishing goods or services to ITU nor shall the Supplier use the name, emblem, acronym or logo of ITU, without ITU's prior written approval.

13. ARBITRATION: Any dispute between the Supplier and ITU arising from, or in connection with this Purchase Order shall be settled directly and amicably by them through mutual negotiations. In case of failure of such negotiations, the dispute shall be settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator. The place of arbitration shall be Geneva, Switzerland. The language of arbitration shall be English. The applicable material law shall be Swiss law. The arbitrator's ruling shall be binding and final upon the Parties and any recourse against the arbitrator's ruling shall be excluded.

14. TAX: Article 8 of the Agreement between the Swiss Federal Council and ITU concerning ITU's legal status in Switzerland and Section 9 of the 1947 Convention on the Privileges and Immunities of the Specialized Agencies of the United Nations exempt ITU from all direct taxes, except charges for public utility services, as well as customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize ITU's exemption from such taxes, duties or charges, the Supplier shall immediately consult with ITU to determine a mutually acceptable procedure. Accordingly, the Supplier authorizes ITU to deduct from the Supplier's invoice any amount representing such taxes, duties or charges, unless the Supplier has consulted with ITU before the payment thereof and ITU has, in each instance, specifically authorized the Supplier to pay such taxes, duties or charges under protest. In that event, the Supplier shall provide ITU with written evidence that payment of such taxes, duties or charges has been made and authorized. In addition, Value Added Tax (VAT) is not included in any price, calculation or estimation covered by this Purchase Order to the extent that ITU is exempt under Article 107 of the Federal Law of 12 June 2009 governing VAT, and Articles 143 and following of the Federal Ordinance of 27 November 2009 on VAT Law. The amount of VAT is deducted at source by the Supplier.

15. PRIVILEGES, IMMUNITIES, and FACILITIES: Nothing in this Purchase Order shall constitute a waiver of the privileges, immunities and facilities which the ITU enjoys by virtue of the international agreements and national laws applicable to it.