

WORLD BANK GROUP – PURCHASE ORDER GENERAL TERMS AND CONDITIONS
GOODS & SERVICES
December, 2010

1. AGREEMENT: This Purchase Order (PO) is between the International Bank for Reconstruction and Development (the World Bank) or the International Finance Corporation (IFC) (Purchaser), and Vendor for the goods and/or services described on the face of this PO.

Definitions: (i) Goods, tangible items; (ii) Services, include but are not limited to, installation, maintenance, and other types of labor based services.

2. ACCEPTANCE. This PO shall be deemed accepted by Vendor upon the earlier of: (a) Purchaser's receipt of the acknowledged copy duly executed by Vendor; (b) Vendor's full or partial completion of the Contract Works; (c) commencement of performance of services; or (d) Vendor's acceptance of payment.

3. ORDER OF PRECEDENCE. These General Terms and Conditions, together with such terms as are set forth on the front of this PO constitute the final, complete and exclusive agreement between Vendor and Purchaser. If there is a conflict between these General Terms and Conditions and any document referenced or identified on the front of this PO, then these General Terms and Conditions shall govern.

4. PO IDENTIFICATION: The PO number must appear on all invoices, bills of lading, packing slips, cartons, and correspondence.

5. DELIVERY. Delivery and/or performance must be completed within the term stated on this PO. Purchaser reserves the right to cancel this PO without liability and to charge Vendor with any loss incurred as a result of Vendor's failure to fulfill its obligation to deliver within the term specified.

6. PACKAGING (Goods Only). Vendor shall provide proper and adequate packaging in accordance with prevailing commercial best practices to ensure that material shipped to Purchaser will be free of damage. Vendor shall use commercially reasonable efforts to utilize recycled and/or recyclable packaging materials. Expenses incurred by Purchaser due to Vendor's non-compliance with such instructions will be for Vendor's account. Purchaser reserves the right to reject any and all shipments deemed by Purchaser to have been inadequately packaged.

7. INSPECTION, ACCEPTANCE OR REJECTION. Purchaser shall have 30 calendar days after receipt of goods or performance of services to accept or reject them as non-conforming with this PO. Rejected goods will be returned to Vendor, transportation charges collect, or held by Purchaser for disposition at Vendor's risk and expense. Based on an inspection of a valid sample, Purchaser may reject the goods or services in whole or in part. If goods delivered or services performed by Vendor are found to be defective, Purchaser shall have the right to require the correction thereof by Vendor. Purchaser may charge Vendor the cost of inspecting or re-inspecting rejected goods and/or services. Vendor agrees that Purchaser's payment under this PO shall not be deemed acceptance of any goods or services delivered hereunder. Failure to reject within 30 days shall be deemed acceptance. Acceptance shall not relieve Vendor of its warranty obligations or liability for latent defects.

8. TITLE AND RISK OF LOSS (Goods Only). Vendor represents and warrants that Vendor has title to the goods and is fully qualified to sell, lease, or license such goods. Title to all goods furnished hereunder shall be transferred free and clear of all liens, claims, security interests or other encumbrances when title thereto passes to Purchaser. Title will pass to Purchaser on the earlier of the date: (a) payment for such goods has been made by Purchaser; (b) such goods are delivered to Purchaser; or (c) this PO is terminated by Purchaser for default. Vendor shall assume all risk of loss or damage for goods furnished hereunder until such time as conforming goods have been delivered and unloaded at F.O.B. point, inspected and accepted, in writing, by Purchaser. Notwithstanding the above, if the front of this PO has different terms for the passage of title or risk of loss, then the front of this PO shall govern.

9. WARRANTIES. Vendor expressly warrants that all goods and services delivered or performed under this PO will be: (a) merchantable (goods only); (b) free from defects in material and workmanship; (c) fit and sufficient for the purposes intended; and (d) in strict conformance to applicable specifications, drawings, approved Submittals or other description furnished by Purchaser. All warranties specified herein shall be in addition to any other warranties, express, statutory or implied. This warranty shall survive Purchaser's inspection, acceptance and payment, and Purchaser's continued use of goods or services after notifying Vendor of their failure to conform to the PO or breach of warranty will not be considered a waiver of Purchaser's right to a remedy.

10. AUDIT. Vendor agrees to maintain, in accordance with sound and generally accepted accounting practices, records supporting all amounts invoiced under this PO. Vendor shall make such records available to the Purchaser or the Purchaser's designated representative at all reasonable times until the expiration of three (3) years after the date of the final payment, for the purpose of auditing this PO. In the event an audit determines that

Purchaser has overpaid Vendor, Vendor shall reimburse the Purchaser, within thirty (30) days after receipt of a written request thereof, the amount of any such overpayment.

11. INSURANCE. Prior to the commencement of this Purchase Order, the Vendor shall obtain and maintain at its own expense for the duration of this contract, appropriate insurance coverage with appropriate loss limits for this contract, including any such insurance as required by the law of the country of incorporation or license and by the country where the work or service is to be performed. Upon request the Vendor shall provide the Purchaser with certificates of insurance for this insurance coverage. Vendor shall also cause its liability insurance provider(S) to include on its policies the Purchaser as an additional named insured as its interests may appear with respect to this Purchase Order.

12. USE OF PURCHASER'S NAME. Vendor may not use Purchaser's name and/or logo in any manner other than as identified in this Article without first obtaining written permission from Purchaser's Corporate Procurement Unit. Vendor may use Purchaser's name only, among its references, in its customer lists or resumes without prior approval of Purchaser. Any other use of Purchaser's name, including use of Purchaser's logo or discussion of the work performed by Vendor for Purchaser, is not authorized.

13. CONFIDENTIALITY Notwithstanding anything to the contrary in this purchase order, neither Party may disclose Confidential Information of the other to a third party as may be required by law, statute, rule or regulation, including any subpoena or other similar form of process until the Party to which the request is made provides the other Party with prompt written notice and allows the other Party to seek a restraining order or other appropriate relief.

14. INDEMNIFICATION. To the fullest extent permitted by law, Vendor agrees to indemnify and hold harmless Purchaser, its officers, directors, employees and agents from and against all claims, suits, damages and losses, including reasonable attorneys' fees and expenses, that arise from Vendor's negligence, wrongful acts or omissions, or breach of the terms of this PO. The obligations set out herein shall survive the expiration or termination of this PO.

15. INDEMNIFICATION FOR INFRINGEMENT. Vendor agrees, if asked by Purchaser, to defend Purchaser against all claims, suits, actions, or proceedings involving intellectual property infringement in which Purchaser is named a defendant or co-defendant, including but not limited to, actual or alleged infringement of any United States or foreign patent, trademark, copyright, or trade secret, resulting from Purchaser's use of the goods or services acquired hereunder. Vendor also agrees to pay for any costs of such defense, including legal fees; and further agrees to pay and discharge any judgments, awards or decrees which may be rendered in any such suit, action, or proceeding against Purchaser for such alleged infringement. If Purchaser is prevented from using the goods or services provided hereunder, Vendor shall repurchase said items from Purchaser at the original price, plus transportation, installation (if any) and all other costs relating to the acquisition thereof.

16. INFORMATION SECURITY POLICY. Vendors using Purchaser systems or accessing Purchaser information, electronic or otherwise shall abide by all World Bank Group policies and procedures, as defined in the World Bank Group's Information Security Policy for Contractors and shall ensure that all Vendor and those working by or through Vendor, including its employees and any Subcontractors, comply with its provisions. The Information Security Policy for Contractors can be found on Purchaser's website at www.worldbank.org.

17. CLOSE RELATIVES AND FORMER WORLD BANK STAFF. Vendor shall use its best efforts not to assign to this PO any of Vendor's employees or its Subcontractor's employees who are relatives of current World Bank Group staff. For purposes of this clause, the term "relative" is defined as (including those related by adoption and/or step or half relationship): mother, father, sister, brother, son, daughter, aunt, uncle, niece and nephew. In the event Purchaser or Vendor discovers that any of Vendor's employees or its Subcontractors' employees are relatives of a current member of the World Bank Group staff, Purchaser may direct Vendor to promptly replace, or cause to be replaced, said employee, at no additional cost to Purchaser, with an employee having equivalent skills, and Vendor shall comply with such directive. Vendor shall also reimburse Purchaser for any actual direct costs incurred by Purchaser resulting from a knowing violation of this Article. Vendor shall notify Purchaser of any of Vendor's employees or Subcontractor's employees who Vendor/Subcontractor intends to assign to provide services under this PO that are former World Bank Group staff members and shall warrant that said former World Bank Group staff are not subject to any work restrictions by virtue of their former employment with the World Bank Group. For purposes of this clause, World Bank Group staff members are defined as current and retired World Bank Group employees, and individuals who have worked for the World Bank Group with at least one of the following types of appointments: Short Term Consultant (STC), Short Term Temporary (STT), Extended Term Consultant (ETC), Extended Term Temporary (ETT) or Junior Professional Associate (JPA).

18. PROCUREMENT INTEGRITY

a. Vendor agrees to adhere to the highest standards of ethical competence and integrity in the performance of this PO, having due regard for the nature and purposes of Purchaser as an international organization, and to ensure that employees assigned to perform any Contract Work will conduct themselves in a manner consistent therewith.

- b. Vendor represents and warrants that it is in compliance with, and shall continue to comply with, all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities of any jurisdiction in which work shall be performed under this PO.
- c. Vendor acknowledges that it is aware of and will comply with Purchaser's vendors' policies as posted on Purchaser's Vendor's Kiosk web site (<https://secure.worldbank.org/vendorskiosk/>), including but not limited to those regarding conflicts of interest, fraud and corruption, gifts, conduct of contractor personnel, contractor responsibility, and anti-money laundering policies (collectively "Purchaser's Vendor Integrity Policies"). Vendor warrants that Vendor and Vendor's employees, Subcontractors and Subcontractors' employees are in compliance with Purchaser's Vendor Integrity Policies; and have not engaged in conduct that would lead to suspension, debarment or a finding of ineligibility.
- d. Vendor and all Subcontractors shall use reasonable efforts to ensure that funds paid to Vendor and all Subcontractors by the World Bank Group are not used to finance, support or conduct terrorism.
- e. Vendor and Vendor's employees, Subcontractors and Subcontractor's employees shall, during the term of the PO, strictly avoid any activities that may create real or apparent conflicts of interest with their duties to Purchaser under this PO.
- f. Vendor warrants that no official of the World Bank Group or its member governments has received or will be offered by Vendor any direct or indirect gifts, favors or benefit arising from this PO or the award thereof.
- g. The remuneration of Vendor shall constitute the sole remuneration in connection with this PO. Vendor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this PO, or in the discharge of its obligations hereunder, and Vendor shall use its best efforts to ensure that any Subcontractors, and the employees, agents and representatives of Vendor and any Subcontractors shall not receive any such additional remuneration. Vendor shall disclose in writing, by providing written notice to Purchaser's Corporate Procurement Unit, of all fees, commissions, rebates, and discounts paid or received in connection with this PO.
- h. Vendor agrees that, within 30 days of having reasonable grounds to believe that Vendor, Vendor's employees, Subcontractors or Subcontractors' employees have: (i) violated any applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in performing this PO; (ii) violated Purchaser's Vendor Integrity Policies; (iii) engaged in conduct that would lead to suspension, debarment or a finding of ineligibility; (iv) used funds paid by the World Bank Group to Vendor or any Subcontractors to finance, support or conduct terrorism; or (v) an actual, potential or apparent conflict of interest, Vendor will disclose in writing, by providing written notice to Purchaser's Corporate Procurement Unit, of such violations, conduct, prohibited use of funds, or conflicts of interest.
- i. Vendor agrees that it will not discharge, demote, suspend, threaten, harass, retaliate against, or otherwise discriminate against any Vendor employee in the terms and conditions of such employee's employment as a reprisal for such employee's disclosing to Purchaser or other proper authority information relating to a violation of Purchaser's Vendor Integrity Policies or any substantial violation of law relating to the award or performance of this PO.
- j. Vendor agrees that Purchaser has a right to audit Vendor's and Subcontractor's compliance with this Article pursuant to Article "Audit," of this PO.
- k. Vendor agrees that a breach of this provision is a material breach of an essential term of this PO.

19. ASSIGNMENT. Vendor shall not assign this PO or any monies due or to become due to it hereunder, without the prior written consent by Purchaser. Purchaser may, at its sole option and without the consent of Vendor, assign this PO and any Contract Work acquired hereunder to any member of the World Bank Group.

20. DISPUTES. Any dispute or difference arising out of, or in connection with, this PO or the breach thereof which cannot be amicably settled between the Parties (including through alternative dispute resolution procedures as may be agreed to by the Parties) shall be arbitrated in accordance with the American Arbitration Association (AAA) Commercial Arbitration Rules then in effect. Outside the U.S., the Parties agree to go through Alternative Dispute Resolution (ADR) procedures, arbitrated in accordance with the UNCITRAL Arbitration Rules as at present in force.

Any resulting arbitral decision shall be final and binding on both parties. Judgment upon any arbitration award may be entered in any court having jurisdiction thereof. Such judgment shall be in lieu of any other remedy. Pending final resolution of any claim, dispute or action arising under or related to this PO, Vendor shall, if requested by Purchaser, proceed diligently with the performance of this PO.

21. TERMINATION FOR CONVENIENCE. Purchaser may terminate the PO in whole or in part at any time if Purchaser determines, in its sole and absolute discretion that a termination is in its best interests. Purchaser shall

effect the termination by sending written notice of such termination to Vendor, which notice shall state that termination is for Purchaser's convenience, the extent to which performance of Contract Work is terminated, and the termination date. Unless otherwise instructed by Purchaser, Vendor shall stop work immediately on receipt of notice and follow the instructions and directions of Purchaser. In the event of a termination for convenience, Vendor shall be entitled to be paid for Work properly performed by Vendor prior to the effective date of termination, provided, however, that such payment shall not exceed the total value of this PO after adjustment to account for the price associated with Work not performed. Vendor shall not be allowed, and expressly waives, payment for profit on Contract Work which was not performed as of the termination date.

22. TERMINATION FOR DEFAULT. If Vendor fails to deliver the goods or services required by this PO within the time period(s) specified or in the manner required by this PO, and or if the goods or services do not conform, in all respects, to the requirements of this PO, or Vendor becomes insolvent or unable to meet its payment obligations when due, or breaches any representations or warranties made under this PO, Purchaser will give Vendor written notice describing the reasons for default and a reasonable opportunity to cure. If Vendor does not cure the default within the period specified, Purchaser may terminate the PO for default by written notice, specifying the reasons for the default, the portion(s) of the PO defaulted and the effective date of default. Notwithstanding anything herein to the contrary, Purchaser shall have the right, in its sole discretion, to terminate the PO for default if Vendor is in violation of any provision of Article Procurement Integrity, and Purchaser shall have the right to do so without giving Vendor an opportunity to cure. If Vendor is identified on any terrorist sanctions list recognized by Purchaser, including but not limited to the United Nations 1267 sanctions list, the United States Executive Order 13224 sanctions list and the United Kingdom terrorist sanctions list, this PO shall be subject to immediate termination for default upon written or oral notice to Vendor. In such case all funds paid to Vendor shall be returned to Purchaser.

23. FORCE MAJEURE. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this PO insofar as such liability arises from an event of Force Majeure, provided that the Party affected by such an event takes all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this PO. For purposes of this Article, the term "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. Force Majeure shall not be deemed to include: (a) any event which is caused by the negligence or intentional action of a Party or such Party's consultants, agents or employees; (b) any event which a diligent Party could reasonably have been expected to both: (i) take into account at the time this PO was entered into; and (ii) avoid or overcome in the carrying out of its obligations hereunder; or (c) the insufficiency of funds, inability to make any payment required under this PO, or any economic conditions, including but not limited to inflation, price escalations, or labor availability.

24. FLOW-DOWN OBLIGATIONS. Vendor agrees that the obligations of Vendor under this PO, as applicable, shall be specifically incorporated into all Subcontracts or agreement by Vendor with any contractor, vendor, supplier, consultant, or other entity or person to perform a portion of the Contract Work.

25. SEVERABILITY Any provision of this PO prohibited by the laws of any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such prohibition, without invalidating the remaining provisions of this PO.

26. PRESERVATION OF IMMUNITIES. Nothing herein shall constitute or be considered to be a limitation upon or a waiver of the privileges and immunities of the International Bank for Reconstruction and Development, Multilateral Investment Guarantee Agency, International Finance Corporation, International Development Association and International Center for the Settlement of Investment Disputes, which are specifically reserved.

27. RIGHT TO MODIFY. Purchaser reserves the right to issue written changes to this PO. No modification of this PO shall be valid unless in writing and signed by an authorized representative of Purchaser. Vendor may not change any aspect of this PO without Purchaser's prior written consent.

28. CHILD LABOR. Vendor will not employ children in a manner that is economically exploitative, or is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. Where national laws have provisions for the employment of minors, Vendor will follow those laws applicable to Vendor. Children will not be employed in dangerous work.

29. FAIR LABOR STANDARDS. Vendor shall pay all employees whose work relates to this PO not less than the minimum wage prescribed by applicable law or regulation, without rebate, either directly or indirectly, and without making any deductions either directly or indirectly from the full wages earned, other than permissible deductions as set forth in applicable laws or regulations. Vendor shall not require, suffer, or permit any employee whose work relates to this PO to work more than the maximum hours in any workweek permitted by applicable law or regulation unless such employees are paid at least the overtime rate specified by applicable law or regulation.

30. LANGUAGE. This PO has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this PO.