

JSI STANDARD GENERAL CONTRACT TERMS AND CONDITIONS
For SUPPLY OF PRODUCTS AND SERVICES

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Annex I: Definitions

1. Contractual Basic Considerations

A. **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 JSI and all offers, quotations, and tenders have 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 JSI.

B. **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.

C. **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.

D. **Notices.** Contract notices shall be in writing: manually signed by the notifying Party's authorized representative, or as a 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 to or pursuant hereto, shall be English.

E. **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.

F. **Communications.** Communications with the client or Principal Recipient concerning this Contract or PO shall be made through Buyer unless otherwise expressly authorized by Buyer. If the 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.

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

H. 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 a similar tenor.

I. 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.

J. 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.

K. U.S. & U.N. Sanctions. Supplier is reminded that U.S. law and U.N. sanctions prohibit transactions made using funds provided under this Contract to support or promote violence, aid terrorists or terrorist-related activity, or fund individuals and organizations identified as supporters of terrorism. It is the 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 types of activities can be found as part of the U.N. sanctions & U.S. law which are listed on the following websites: [Sanctions | United Nations Security Council](#) & [US Treasury Consolidated List](#)

L. Combating Trafficking in Persons & Child Safeguarding Provisions. JSI 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: [JSI Policies: Anti-Trafficking & Child Safeguarding](#), and all parties involved in any contractual arrangement with JSI 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.

M. 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.

N. 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.

O. 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.

2. Acceptance of Products and/or Services

Under no circumstances shall JSI 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.

a. Quality Requirements

1. All Products shall comply with applicable quality and regulatory requirements as defined in tender/bidding documents in accordance with JSI QA policies.
2. All Pharmaceuticals shall be manufactured in accordance with Good Manufacturing Practices (GMP) guidelines.

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, QMS compliance with the requirements of ISO 9001:2015 standard on Quality Management System Requirements may be accepted.
4. The premises used for manufacturing pharmaceuticals and medical devices (including kit assembly) shall hold a current manufacturing license or equivalent certification issued by the relevant Ministry of Health or other cognizant national regulatory/competent authority.
5. All manufacturing premises and storage locations used, including finished products and transit warehouse(s), shall comply with Good Storage and Distribution Practices (GS/DP) requirements.¹ Unless otherwise specifically stated in the Contract, cGMP and GSP/GDP shall be deemed to mean the guideline issued by the World Health Organization (WHO).
6. JSI 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, JSI 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.
7. Where required, the Supplier shall be responsible for ensuring that the Products comply with the local regulatory requirements such as registration with the national regulatory authority (NAFDAC and SON) , and/or packaging and labeling requirements.
8. 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 JSI along with the method of analysis, upon request.

b. Inspection and Testing

1. JSI 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 JSI when the Products are

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

ready for inspection. In all cases, the Supplier shall extend full cooperation to facilitate sampling and inspection, at no cost to JSI, and shall provide the inspectors reasonable access to facilities for the performance of their duties.

2. The Supplier shall provide JSI 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.
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.
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.
5. In the event of out-of-specification (OOS) or non-conformance with product specifications, the Supplier shall provide the 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 JSI based on their quality impact assessment.

c. Communication of Safety Issues, Rejections, and Recalls

1. Supplier shall notify JSI as soon as it becomes aware of any incident or report that is inconsistent with clauses outlined in section seven (7) and share with JSI any field safety notices (FSN) issued along with any guidance on corrective actions to be undertaken.
2. In the event of a Product confirmed to be OOS or otherwise does not conform to requirements of the Contract, JSI, after a detailed investigation in consultation with the manufacturer, may reject or refuse to accept the Products. Upon receipt of written notice from JSI of such rejection, the Supplier shall, at the sole discretion of JSI, and within the timeframe JSI 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 JSI.

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

4. For supplier-initiated recalls, the Supplier shall provide a detailed recall strategy and plan with JSI, 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 JSI relevant records related to the recall such as destruction certificates.

d. Data Sharing and Communication of Changes

1. Supplier shall share with JSI GS1-compliant product master data to facilitate order management including changes and updates.

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 JSI 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 JSI along with supporting documentation, as required.

3. In the event of changes in the company name, branding / re-branding, etc. the Supplier shall notify JSI 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 JSI to make relevant changes in the item master.

e. Remaining Shelf Life of Products

1. The Remaining Shelf Life (RSL) of Products offered by the Supplier must be approved by JSI prior to delivery as per clause 3.b ("Order Readiness and Accompanying Documents"), and must meet Nigeria's requirements.

2. For medical devices, IVDs, and other non-pharmaceuticals, the Supplier shall ensure that the RSL of Products at the time of delivery complies with the requirements specified in the JSI Purchase Order. In absence of this, **and conditional upon pre-delivery approval by JSI**, the Supplier may deliver Products inline with either an overarching contract between

Supplier and JSI, 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.

3. For pharmaceuticals, the 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 JSI (including but not limited to in the Purchase Order, or in absence of this inclusion, in the overarching contractual agreement between Parties).

4. The RSL shall be determined based on the manufacturer’s total shelf life or the maximum anticipated shelf life of the product.

3. Delivery and Transportation

a. Packaging and Labelling

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.

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.

3. All Pharmaceuticals shall be labeled in accordance with the requirements of NAFDAC guidelines and where there is no NAFDAC guideline, defer to WHO guidelines, on packaging for pharmaceutical products.³

4. All Medical devices, including IVDs, shall be labeled 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).

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

³

https://www.who.int/medicines/areas/quality_safety/quality_assurance/GuidelinesPackagingPharmaceuticalProducts/TRS902Annex9.pdf

5. To ensure compliance with GS1 labeling requirements on tertiary packaging (pallet/logistics unit and carton/trade item) JSI 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 requirements.⁴ JSI will provide the Supplier with reasonable notice of the implementation requirement applicable to the Contract or any applicable Orders.
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).
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 JSI if requested.
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.
9. Temperature monitoring requirements (e.g., use of temperature loggers) during transportation shall be organized as agreed with JSI. 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 JSI that indicates the placement and location of the temperature monitoring devices to the corresponding pallet/box number.
10. The packaging and labelling of Dangerous Goods shall be done in accordance with *IATA Dangerous Goods Regulations*.

b. Order Readiness and Accompanying Documents

1. Supplier shall notify JSI when the Order is ready (“notification of product readiness”), in all respects, for delivery one week in advance of the INCO date contractually agreed on the Purchase Order.
2. The notification of product readiness for commodities entails the submission of all export

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

documents to JSI, as stipulated in the shipping instructions for that order.

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

4. Notwithstanding the INCOTerm(s) of this Contract, as documented on the Purchase Order, JSI 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 JSI.

5. JSI 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 the destination, generally prior to picking up the Products. Supplier shall provide all reasonable assistance toward the performance of JSI's responsibilities.

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

c. Logistics and Supplied Quantity

1. Supplier shall share with JSI 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.

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

3. Unless explicitly permitted on this Contract, or otherwise approved in writing by JSI under such conditions as JSI 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, JSI 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 JSI'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.

4. If the Supplier delivers and JSI 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. JSI may retain such excess quantities up to NGN 100,000 in value without compensating the Supplier, therefore, and the Supplier waives all right title or interest therein. Quantities in excess of NGN100,000 will, at the option of JSI, either be returned at the Supplier's expense or retained and paid for by JSI at the contract unit price.

4. Order Changes

1. JSI may, at any time, request what constitutes a "Change Order." The Supplier shall perform any such changes accordingly.
2. This authority is limited to JSI's Procurement Representative.
3. Equitable adjustment time frame: the Supplier may assert this right within twenty (20) days of being notified.
4. Suppliers' duties: At all times, Supplier shall diligently proceed with performance of this Contract, as directed by JSI, 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.
5. If the Supplier interprets any JSI communication as a Change Order, but the communication is not specifically designated as a "Change Order," the Supplier must secure written confirmation before performing or lose the right to seek any equitable adjustment.
6. JSI may request to increase the quantity of Products and/or Services at the unit price(s) specified. JSI 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.

5. Transfer of Ownership and Risk of Loss or Damage

1. Supplier shall ensure that title of ownership to Products delivered and supplied hereunder shall pass directly to JSI or its Client, as subject to the contractual agreement between JSI and its Client, upon acceptance pursuant to Article 2: Acceptance of Products and/or Services.

2. Notwithstanding the 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 JSI's fault, or occurs after delivery and not due to fault on the Supplier's part.

6. Price, Invoicing, Tax Exemption, Payment Terms

A. Price

1. The Prices (Unit Prices and extended Prices) specified in the Contract are firm, fixed, all-inclusive total prices covering the performance of all of the 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 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 \(ICC\)](#), Paris, France at the time of Contract execution.
2. Supplier certifies that the Price(s) in the Contract represents 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 JSI 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 the case of IQC) will be amended as well.
3. The total Contract price specified in each Purchase Order shall constitute the maximum ceiling for JSI'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 JSI's potential liability exceed the value of the Contract.

B. Withholding Tax

1. JSI is bound by the laws of the Federal Republic of Nigeria to hold 5% of the total contract value for remission to the appropriate government agency.

2. The Supplier is responsible for payment of all other 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 the Supplier is normally responsible as a result of operating its business.

C. Invoicing and Payment

1. Invoices and payments shall be in Naira.
2. Supplier shall submit correct invoices to JSI, 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.
3. To constitute a correct invoice within the meaning of this Article, each invoice shall provide the following information:
 - i. Supplier name, Bill to company name (JSI), invoice date, invoice number, and delivery date (for Delivered Products) or performance date (for Related Services), as applicable
 - ii. Complete account information if payment by means of electronic funds transfer is preferred, and if agreed on the Purchase Order
 - iii. Order number, as mentioned on Purchase Order
 - iv. 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 & expiry date of the Product. For Pharmaceuticals, the pharmacopoeial standard shall also be specified.
4. JSI 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 the Supplier, with a request for appropriate corrections. In the event that an invoice is submitted which is partly correct, JSI 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.
5. Supplier understands and agrees that JSI 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 JSI'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.

D. Payment Terms

1. JSI 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 JSI or client.
2. Notwithstanding the foregoing, JSI accepts no responsibility for late payment resulting from client acts or omissions.
3. If payment(s) will be made electronically, the Supplier shall be solely responsible for providing JSI with correct wiring information. All costs and risks arising out of, relating to, or resulting from such wiring shall be borne by Supplier.
4. JSI reserves the right to offset against amounts payable to the Supplier under this Contract or any other agreement in the amount of any claim or refund that JSI determines is owed to JSI by the Supplier. JSI will use this authority cautiously and fairly, providing advance written notice and an opportunity to comment whenever doing so is deemed practicable in JSI's sole discretion (if prior notice is deemed impracticable, JSI will give notice subsequently).

7. Supplier's General Warranties

- A. 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.
- B. 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).
- C. 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.

- D. 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 JSI of any material modification to the terms of that insurance policy that may impact the agreement between the supplier and JSI.
- E. 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.
- F. All Products delivered and Services rendered hereunder shall be covered by the Manufacturer's standard international warranty in favor of JSI's Client.
- G. Supplier also hereby expressly warrants that all Products (including without limitation their parts) and Services supplied, as applicable:
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),
 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 length of [a] the remainder of the original warranty period, or [b] a new warranty period,
 3. Ensure that all spares and replacement parts are the same as the original spares and parts unless formally replaced by an improved and JSI-approved technical equivalent.
 4. Intellectual Property: Supplier hereby understands and acknowledges that it is covered by intellectual property licenses, patents, permissions, or rights that will not infringe the intellectual property rights of any third person, and which, being granted to JSI 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 JSI 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. JSI shall have the option to proceed or cancel the Contract (represented by Purchase Order, Firm Fixed Price Order Form, or Delivery Order).

- H. 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.
- I. 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 JSI on its behalf, if/as authorized by the client to do so) may, at its option:
- (1) reject the affected item(s) and require a full refund or credit,
 - (2) reject the affected item(s) and require prompt correction or replacement (freight prepaid) at the Supplier's sole expense,
 - (3) retain it/them at an equitably adjusted price, or
 - (4) 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 JSI 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 JSI, all risks and costs of loss, destruction, or damage shall be for Supplier's account.

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

- J. Client (or JSI 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.
- K. JSI 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, JSI shall advise Supplier of JSI's best identification and assessment of the problems. Further deliveries of Products shall not be made to JSI until and unless Supplier has corrected the specified areas of non-conformance in the Products, or JSI authorizes in writing the shipment of such Products pending Supplier's correction. JSI's actions pursuant to this Paragraph shall not be deemed to constitute a Change Order, and the Supplier shall not be entitled to any compensation due to the delays (if any) associated with or resulting from these actions.

8. Indemnification, Liquidated Damages, and Disputes

Indemnities

A. Principle. Supplier shall indemnify and hold harmless JSI 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.

B. 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 JSI 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.

C. Suppliers & 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.

D. Suppliers & Liabilities. Supplier shall indemnify JSI 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.

E. Notice. JSI 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 defense thereof, including the employment of counsel reasonably satisfactory to JSI and the payment of all reasonable fees and expenses incurred in connection with such defense. Notwithstanding the foregoing, Supplier shall not, without JSI'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 JSI, from all liability with respect to such claim or litigation.

Probity

A. Supplier shall strictly ensure that it and its officers, directors, employees, agents, consultants, 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 JSI 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 JSI, the Client, or the Recipient Countries. If an issue should arise concerning compliance with this Article, Supplier shall immediately provide JSI 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.

B. Failure to respond aggressively and appropriately to such issues may be treated by JSI as a material Contract breach. Supplier shall indemnify and hold JSI 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 JSI as a result of any occurrences covered by this Article, or any allegations relating to purported occurrences of this nature.

Liquidated Damages

A. **Conditions & Estimation.** The 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 the 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, JSI 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, the Supplier shall proceed with delivery and performance of its obligations pursuant to the Contract unless otherwise instructed or approved by JSI.

B. Liquidated Damages in case of termination for default and/or in case of unreasonable delay. JSI 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, JSI may reduce the periodic or total deduction to the extent it deems appropriate, in its reasonable discretion.

C. 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 JSI, the Supplier shall reimburse, in the form of an issued credit note or refund, JSI for any direct or indirect loss or expense incurred by JSI, or JSI's client, that may result. **This extends to the need for any additional costs of sampling, testing, and inspection, including any additional sampling agent charges, caused by said default or delay.**

D. 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.

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 JSI shall also bind Supplier to the extent that it relates to or affects the Contract. If requested by the Supplier in writing, JSI may agree at the Supplier's expense to sponsor a claim with the client. Supplier shall reimburse all costs resulting from such sponsored claims incurred by JSI without charge to this Contract.

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. The 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.

9. Confidentiality and Disclosure

- A. **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 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.
- B. **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.
- C. **Contractual Obligation(s).** There can be instances when JSI 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.
- D. **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 the 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 the 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.

E. 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 JSI from sublicensing or marketing Software or documentation to the client. JSI 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 JSI 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.

10. Termination, Suspension, and Force Majeure

A. JSI 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.

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

1. Shall promptly return all confidential information belonging to JSI or its Client and shall not make any use of such confidential information after expiry or termination of this Contract
2. Shall fulfill all Purchase Orders issued prior to expiry or termination of this Contract

C. In the event that the Client informs JSI of a temporary Stop Work Order, JSI 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's contract. Before the end of the period, JSI will either cancel the work cessation or terminate the affected Contract pursuant to Paragraphs A or B above. If the work cessation is canceled before it expires or the period expires without renewal, the Supplier shall resume work. No additional compensation will be due to the Supplier due to the work cessation, however, if necessary, the Supplier may propose an appropriate adjustment in the schedule. In the event of termination, the procedures in Paragraph A or B, as applicable, will be followed.

D. JSI'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.

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

F. Supplier will inform JSI 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 JSI and the client in every reasonable manner in arranging for the orderly transfer, under such provisions stated herein, of all activities to JSI or the designees of either of the foregoing.

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

Force Majeure

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.

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 JSI may, at its option, and in addition to any rights JSI may have, procure such Products from an alternative source until Supplier is again able to perform in accordance with the contract terms.

Annex I: Definitions:

JSI	John Snow Incorporated is responsible for managing the procurement, purchase, & delivery of health products, and providing all the work, tasks, and services on behalf of contracted Client(s).
Affiliate	It shall mean a) an organization, which directly or indirectly controls 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 JSI 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 JSI is contracted to procure on behalf. May include client(s), Principal Recipients of said clients, non-governmental organizations (NGOs), country governments, and the like.
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 an (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.
Code of Conduct	This Means JSI's "Code of Conduct for Suppliers" which set forth JSI's standards and expectations with respect to key areas of corporate responsibility. Suppliers and Vendors are expected to abide.
Delivery	Determined by JSI and meaning the complete fulfillment 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 include, but are 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
Client	A type of JSI Client
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-fulfillment 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, pharmacopeias, or by the manufacturer.
Contractual Arrangement	It can be in the form of a Procurement Services Agent Supplier Agreement; Indefinite Quantity Contract (IQC), Framework Agreements (FA), or Master Service Agreement (MSA). This means a long-term agreement established by JSI with Suppliers as a result of a competitive procurement process for which the content and implementation are the responsibility of the Procurement Services Agent.
Purchase Order	May also be referred to as Order Form. Order document sent by JSI to Supplier - JSI's Standard Purchase Order Terms and Conditions apply. It means a JSI-generated document that authorizes a purchase

	<p>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, and other associated terms and conditions, and identifies a specific seller.</p>
Services	<p>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.</p>
Supplier	<p>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. JSI determines the Supplier's eligibility to receive orders as a result of an onboarding and due diligence process.</p>
Time and temperature-sensitive Products	<p>Any product that, 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.</p>