

**CARIBBEAN PUBLIC HEALTH AGENCY (CARPHA)
GENERAL TERMS AND CONDITIONS**

This purchase order ("PO"), comprised of the Face Sheet and these General Terms and Conditions, constitutes the exclusive agreement between the Caribbean Public Health Agency (CARPHA), and the Supplier for the purchase of the goods and services described herein. Any of the following shall constitute the Supplier's unqualified acceptance of this PO: (a) acknowledgement of this PO; (b) furnishing of any supplies under this PO; (c) commencement of performance of services; or (d) acceptance of any payments. Any additional or varying General Terms and Conditions proposed by the Supplier shall be void and of no effect unless accepted in writing by CARPHA. Until so accepted, CARPHA reserves the right to return goods or refuse services, at the Supplier's expense. In the event of a conflict between the Supplier's terms of acceptance and this PO, the terms of this PO shall govern unless CARPHA agrees in writing to the Supplier's proposed terms.

1. STANDARD OF PERFORMANCE: The Supplier agrees that the goods or services provided under this PO shall conform to the highest professional standards. The Supplier shall conform to all applicable laws, regulations and ordinances promulgated by the government of the country in which the goods or services are provided. Further, the Supplier agrees to utilize any information and/or documents obtained from or provided by CARPHA for the purpose of the PO exclusively for the activities agreed upon between CARPHA and the Supplier.

2. WARRANTIES: The Supplier warrants that the goods, including packaging: (a) conform to the specifications, samples or other descriptions furnished by CARPHA or specified under this PO; (b) are fit for the purposes for which such goods are ordinarily used; (c) are intended for purposes expressly made known to the Supplier by CARPHA and, (d) are free from any defects in workmanship and materials.

3. ACCEPTANCE: CARPHA or its representative reserves the right to test all goods to ensure their conformity to the PO specifications. The decision not to test shall not constitute a waiver by CARPHA of the PO specifications. Unless otherwise specified by CARPHA, should the goods fail to conform to the PO specifications, may reject them. In such case, Supplier shall, at CARPHA's sole discretion, a) replace the goods without extra cost to CARPHA or b) make the necessary alterations for the goods to meet the PO specification requirements; or c) refund all monies paid by CARPHA in connection therewith. All rejected goods will be returned to the Supplier. The cost of inspecting rejected goods and transportation charges for the return of rejected goods will be paid by the Supplier. Alternatively, CARPHA will hold the goods for disposition at Supplier's risk and expense.

4. INSPECTION: Inspection prior to shipment shall not relieve the Supplier of any of its contractual obligations. Supplier agrees that CARPHA's payment under this PO shall not be deemed acceptance of any goods delivered hereunder. CARPHA's use of such goods after notification to Supplier of their non-conformity to PO specifications shall not be deemed to constitute a waiver of Supplier's warranty.

5. INTELLECTUAL PROPERTY: The Supplier warrants that the use or supply by CARPHA of the goods or services rendered under this PO does not infringe any patent, copyright, design, trade name or trademark. All rights, including title, copyright and patent rights in any material produced under the terms of this PO shall be vested in CARPHA which shall be entitled to make whatever changes or eliminate whatever portions as it deems advisable.

6. INDEMNIFICATION: The Supplier shall indemnify, defend and hold CARPHA harmless from any actions or claims brought against CARPHA pertaining to the alleged infringement of a patent, copyright, design, trade name, or trademark arising in connection with the goods or services provided hereunder. The Supplier shall also indemnify, hold and save harmless and defend at its own expense CARPHA its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the Supplier or the Suppliers employees, servants or agents in the performance of this PO.

7. PUBLICITY OR ADVERTISING: The Supplier shall not use the name, emblem or official seal of CARPHA for any purpose other than as expressly authorized by CARPHA. The Supplier shall not advertise or otherwise make public that it is furnishing services or goods to CARPHA without specific written permission from CARPHA in each instance.

8. DISCLAIMER: The execution of this PO does not create any employer/employee, servant, agency or other binding relationship between the Supplier and CARPHA, and CARPHA shall not be responsible for any loss, accident, damage or injury suffered by the Supplier or any person claiming under the Supplier arising out of or in connection with the execution of this PO or in any manner whatsoever.

9. CARPHA OFFICIAL NOT TO BENEFIT: The Supplier warrants that no CARPHA staff shall be permitted to any share or part of the PO, or to any benefit that may otherwise arise.

10. SUBCONTRACTING/ASSIGNMENT: Unless otherwise authorized in writing by CARPHA the Supplier shall not assign, transfer, pledge or make other disposition of this PO or any of Supplier's rights or obligations hereunder.

11. MODIFICATION: No change in, modification of, or revision to this PO shall be valid unless in writing and signed by an authorized representative of CARPHA.

12. FORCE MAJEURE: Neither party shall be held responsible for delay, impossibility, or impracticability in fulfilling the terms of the PO due to force majeure, which includes but is not limited to: war, riot, civil disorder, earthquake, fire, explosion, flood or other adverse weather conditions, strikes, confiscation or any other factors beyond its control, including but not limited to extraordinary measures taken by a government that adversely affect routine commercial transactions. The failure of the Supplier or CARPHA to fulfill any of their obligations hereunder shall not be considered to be a breach of, or default under this contract, insofar as such liability arises from an event of force majeure, provided that the affected party notifies the other and takes all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this PO.

13. TERMINATION: This PO may be terminated by CARPHA upon written notice delivered to the Supplier at least fifteen (15) days prior to the effective date of termination. If the PO is so terminated, the Supplier shall be compensated to the extent that CARPHA shall be liable for payment for goods delivered and accepted or services, which CARPHA determines that Supplier has satisfactorily rendered, or requests to be rendered prior to the effective date of termination

14. TAX EXEMPTION: CARPHA is exempt from payments of sales, use and excise taxes, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for official use. CARPHA may deduct from an invoice any such tax exemption, duties or charges to which it may be entitled by reason of its privileges and immunities.

15. PRIVILEGES AND IMMUNITIES: Nothing contained in this PO shall be deemed a waiver, express or implied, of any immunity from suit, judicial process, confiscation, taxation, or other immunity or privilege which CARPHA may enjoy, whether pursuant to treaty, convention, law, order or decree of an international or national character or otherwise, or in accordance with international customary law.

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