

**GENERAL TERMS OF SALE
of MSF SUPPLY**

Article 1. Scope - Prerequisites

1.1. Médecins Sans Frontières ("MSF") is an independent humanitarian medical relief organisation active in many countries worldwide. MSF Supply association ("MSF SUPPLY") is an international procurement agency serving the logistic needs of MSF and other non-profit organisations worldwide with a humanitarian or public utility objective.

1.2. These General term of sale ("GTS") set forth the terms under which MSF SUPPLY offers to supply goods ("Goods") to the Client.

1.3. In order to be registered with MSF SUPPLY, the Client will first provide to MSF SUPPLY its signed and valid articles of association, the exact contact details for its organisation, and, where applicable, its VAT liability status, its VAT number and the purchasing authorisation number for its intra-Community VAT exemption.

1.4. Products purchased from MSF SUPPLY may only be used for humanitarian purposes only. They shall in any circumstances not be re sold on the commercial market.

Article 2. Ordering Process

2.1. All MSF SUPPLY offers are valid for a period of seven (07) days as of the date when they are sent to the Client, except in case of express indications to the contrary in the offer. MSF SUPPLY may request Minimum Order Value (MOV).

2.2. Once accepted in writing by MSF SUPPLY, a purchase order is binding upon the Parties (the "Order"). Subject to Article 2.4 below, any subsequent modification or cancellation of an accepted Order must be agreed in writing by both Parties.

2.3 MSF SUPPLY reserves the right to request payment upon order confirmation, or to request an international bank guarantee in the case of a first order.

2.4. MSF SUPPLY shall be entitled to cancel an Order immediately, without financial penalty, and without prejudice to any other rights available to it, by written notice to the Client in the following cases:

- the Client fails to comply with the condition set forth in Article 1.4 above;
- MSF SUPPLY is not able to supply the Goods for a reason not attributable to it, including, but not limited to, regulatory or administrative constraints;
- the Goods are not available, for any reason whatsoever.

2.5. MSF SUPPLY will not accept return or replacement of the Goods delivered to the Client, subject to Article 10.1 below.

Article 3. Obligations regarding medical products

3.1. With respect to medical products monitored by batch, the Client shall: (a) report immediately any complaint or quality related issue to MSF SUPPLY, (b) ensure batch traceability throughout the supply chain, (c) cooperate with and support MSF SUPPLY in case of a batch recall, (d) If testing or quality control is required for a product for any reason whatsoever, provide without delay a sample of this product at MSF SUPPLY's request, and (e) comply with the applicable regulations (including the local regulations in force where the products have been sent), related to the destructions of medical products.

3.2. The Client shall report without delay (i) any adverse event suspected to be due to a drug supplied by MSF SUPPLY and (ii) any incident or risk of incident involving the use of a medical device delivered by MSF SUPPLY.

3.3. When a simplified control procedure ("*procedure d'urgence*") is used for sending psychotropic and narcotic drugs for emergency medical care, an acknowledgment of receipt of the goods must be provided without delay upon receipt of the products. This acknowledgment of receipt will contain the quantities received by product.

Article 4. Availability lead times

MSF SUPPLY shall make its best efforts to meet the agreed lead times. MSF SUPPLY shall not be held liable in case of delay attributable to the manufacturer/supplier or caused by an event beyond MSF SUPPLY's control.

Article 5. Force majeure

5.1. "Force Majeure Event" means, in respect of any party, any event which is unforeseeable, beyond its control, and which would prevent it from complying or make it impossible or substantially impractical for it to comply with any material provision of the Agreement including without limitation strikes, fire, civil disobedience, war, riots, rebellions, government action, earthquakes, floods, pandemic or similar occurrences in any country (including an MSF project country).

5.2. Neither party shall be responsible for any delay in performing or any failure to perform any of its obligations hereunder if such delay or failure is due to any Force Majeure Event provided that the affected party: (a) provides immediate written notice to the other party of the existence of such Force Majeure Event and of the likelihood of such delay or failure; and (b) has used all reasonable efforts to perform its obligations hereunder and to minimise the impact of the Force Majeure Event on the other party. In the event that any Force Majeure Event delays delivery of any Goods for more than seventy-two (72) hours from the Delivery Date, MSF SUPPLY shall be entitled to cancel the relevant Order without financial penalty.

Article 6. Transport

6.1 MSF SUPPLY will arrange transportation to the port/airport nearest to the agreed final destination, unless specifically agreed otherwise. The conditions of shipping, transfer of risks and responsibilities, insurance, and the receipt of Goods will be defined by the Incoterm indicated in the accepted Order.

6.2 MSF SUPPLY undertakes to inform the Client of the dates and, if applicable, the arrival times provided by carriers; the Client will be responsible for receiving them as soon as possible upon their arrival. MSF SUPPLY cannot be held responsible for additional costs and/or Goods losses related to any delay in receiving the Goods.

6.3 MSF SUPPLY shall issue the following documents necessary for customs clearance operations: contract of carriage, packing list, cargo manifest, goods invoices, carriage amounts, deeds of donation, and transmit them to the Client. MSF SUPPLY will do its reasonable efforts to meet any specific requirements for specific regulatory documentation, provided that this request has been notified by the Client prior to placing the Order and accepted in writing by MSF SUPPLY. For the avoidance of doubt, MSF Supply shall have no obligation to provide an information and/or document to the Client when this information and/or document is not available for MSF's own missions.

6.4 Subject to the agreed incoterm, MSF SUPPLY shall not be held responsible for the customs clearance to import the Goods to the country of destination specified by the Client. The Client itself must take the necessary measures to remove the Goods from Customs. All customs costs and storage conditions are the responsibility of the Client, and not MSF SUPPLY.

6.5 The Client shall verify the legislation regarding import conditions in advance and shall obtain the proper authorisations, import licenses and other specific documents from the competent authorities of the country(ies) where the Goods will be invoiced and used. MSF SUPPLY cannot be held responsible for the confiscation, destruction or refusal of entry of Goods that do not comply with the local legislation in force in the country where the Goods are to be used.

6.6 MSF SUPPLY issues the invoices for goods and transport separately. A minimum administrative lump sum of 150 (one hundred and fifty) euros will be charge for each transport sub-file opened. The transport cost will depend on the total weight/volume of the Order and any special features related to the nature of the Products.

Article 7. Insurance for transportation

If transport is carried out by MSF SUPPLY, it shall provide insurance for the Goods. If insurance is provided by MSF SUPPLY, it shall be incumbent upon the Client to grant discharge to the carrier only after ensuring that the shipment is intact and complies with the transport documents and the indicated quantities, or after having expressed in writing all the necessary reservations to the carrier.

Article 8. Price - Payment terms

8.1. Unless otherwise specifically agreed between the Client and MSF SUPPLY and subject to Article 8.2 below, price offers shall be valid for a maximum of seven (7) days from the date of quotation. Unless otherwise stated, all prices are quoted FCA MSF SUPPLY warehouses, excluding transport costs and excluding any special packaging costs.

8.2. MSF SUPPLY may unilaterally increase the price of the Goods and/or transportation in a price offer or an Order when justified by a cause beyond MSF SUPPLY's control, including, but not limited to, exchange rate fluctuations and/or price increase imposed by MSF Supply's own supplier(s) for the Goods. In such a case, the price to be paid by the Client shall be increased in the same proportion as the costs incurred by MSF Supply, etc.

8.2 Any taxes of any kind applicable in general to the Products sold are the responsibility of the Client. If another applicable rate for VAT or other taxes takes effect after the order is placed, the latest rate will be applied.

8.3. The Goods shall be invoiced by MSF Supply when they are picked and packed and ready to ship.

8.4. All MSF SUPPLY invoices are payable under the terms stipulated on the accepted Order. In the absence of express stipulation to the contrary on the accepted Order, Products shall be payable 30 days from the invoice date, notwithstanding any dispute that may be brought by the Client. Payments will be made by transfer to the standard MSF SUPPLY bank account.

8.5. Failure to pay an invoice or bill of exchange on the due date, even in part, shall incur the following consequences:

(i) interest shall automatically be applied to all amounts due, with no prior notice required, equal to 3 times the legal interest rate, plus a lump sum penalty of forty Euros for collection costs; it is specified that in cases where the collection costs are higher than the amount of this penalty, it is agreed that MSF SUPPLY may seek a supplementary compensation upon the provision of evidence of said costs.

(ii) MSF SUPPLY shall be entitled, without prior notice or judicial intervention, to terminate any outstanding Order in whole or in part, with any consequences borne by the Client, or to suspend the execution thereof in whole or in part, without prejudice to its right to claim compensation for any damages incurred.

Article 9. Transfer of ownership and transfer of risk

Transfer of risk of the Goods, shall pass from MSF SUPPLY to Client, in accordance with the agreed Incoterm. Transfer of title shall take place following payment for the Goods by the Client. As long as the Goods are owned by MSF SUPPLY, the Client may not dispose of them or pledge them without written permission from MSF SUPPLY.

Article 10. Liability

10.1. Any claims regarding the identity, quantity or quality of the Products delivered by MSF SUPPLY shall be notified to MSF SUPPLY in writing within seventy-two (72) hours of delivery for Products transported under normal conditions, and within twenty-four (24) hours of delivery for Temperature Controlled Products, and in any case prior to any use, modification or dispatch thereof, failing which a claim shall be invalid. The liability of MSF SUPPLY shall be strictly limited to the reimbursement or replacement (at the discretion of MSF SUPPLY) of any non-compliant or defective Products, to the exclusion of any other compensation, particularly for loss of profit or indirect damages.

10.2. MSF SUPPLY is liable for executing approved Order with reasonable diligence. Beyond this commitment, MSF SUPPLY does not assume liability, express or implied, written or oral, with regard to delivery delay, loss or damage, value, product quality, efficiency, safety, characteristics, suitability or usefulness. MSF SUPPLY shall have no legal liability either to the Client or to any third party arising out of or in connection with any injury, sickness or death to persons or any loss of or damage to property, caused by the supply of the Goods to the Client.

10.3. The Client shall defend, indemnify, and hold MSF SUPPLY harmless against all third-party claims, liabilities, losses, damages, and expenses, including reasonable attorney's fees and expenses, resulting from (i) a failure to comply with those GTS, including but not limited to, its obligations stated in Article 4-3 (Obligations regarding medical products), (ii) the use by the Client of the Products and (iii) the non-compliance with any international or national law or regulation, including any sanction or embargo programs.

10.4. MSF SUPPLY shall ensure that any Product with a shelf life of at least three (3) years have a remaining shelf life of one (1) year from the "packaging completion" date (in accordance with WHO standards). For any Product with a shelf life of less than three (3) years, MSF SUPPLY shall ensure a remaining shelf life equal to one-third (1/3) of the total shelf life from the "packaging completion" date. By exception to the foregoing rules, MSF SUPPLY shall ensure a remaining shelf life of (6) months from the "packaging completion" date for the Kits, the items without lifespan but managed with expiry dates and vaccines (DVAC family) of less than 36 months lifespan.

Article 11. RGPD compliance

If in the course of the performance of an Order, the Client processes personal data, the parties agree to comply with any applicable law with regard to the protection of personal data and notably the General Data Protection Regulations 2016/679 of April 27th, 2016. The Client shall take all necessary measures to ensure the security, the integrity and confidentiality of the Personal Data. The Client shall assist MSF SUPPLY to fulfil its legal obligations relating to Personal Data protection, in particular to notify in a timely manner, and no later than the GDPR requires, any request from data subjects and any violation of personal data breaches and to assist MSF SUPPLY in such cases. In the event that the performance of an Order or the use of the Goods covered by an Order would entail i) significant processing of MSF's personal data by the Client or ii) transfer of MSF's personal data to any third party business partners and/or regulatory bodies based outside the European Economic Area, the parties shall conclude an appropriate agreement that complies with the applicable data protection regulations in force. The Client shall be fully liable for any damage resulting from the violation of the provisions of this Article.

Article 12. Publicity - Communication

Neither party shall be entitled to use the other party's name, logo or trademark or any adaptation or translation thereof, without the prior written consent of the party whose name, logo or trademark is sought to be used.

Article 13. Absence of waiver

No failure or delay on the part of MSF SUPPLY in exercising any right hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of the parties herein are cumulative and not exclusive of any rights or remedies provided by law.

Article 14. Applicable law - Jurisdiction

The Agreement shall be governed by the law of Belgium. All disputes arising out of or in connection with the Agreement which cannot be resolved amicably shall be finally settled by the competent court and tribunal of Brussels (Belgium).