

THIS PURCHASE ORDER MAY ONLY BE ACCEPTED BY THE VENDOR'S SIGNING AND RETURNING AN ACKNOWLEDGMENT COPY OF IT OR BY TIMELY DELIVERY OF THE GOODS AS HEREIN SPECIFIED. ACCEPTANCE OF THIS PURCHASE ORDER SHALL EFFECT A CONTRACT BETWEEN THE PARTIES UNDER WHICH THE RIGHTS AND OBLIGATIONS OF THE PARTIES SHALL BE GOVERNED SOLELY BY THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER, INCLUDING THE GENERAL CONDITIONS PRINTED BELOW, AND AGREED ATTACHMENTS, IF ANY (HEREINAFTER COLLECTIVELY REFERRED TO AS "THIS CONTRACT"). NO ADDITIONAL OR INCONSISTENT PROVISIONS PROPOSED BY THE VENDOR SHALL BIND THE UNITED NATIONS UNIVERSITY UNLESS AGREED TO IN WRITING BY A DULY AUTHORIZED OFFICIAL OF THE UNITED NATIONS UNIVERSITY.

GENERAL CONDITIONS

A. PAYMENT

1. In the case of goods to be delivered to the United Nations University (hereafter referred to as the UNU), the UNU shall make payment within 30 days of receipt of (a) the goods and (b) the invoice and other documents specified in this Contract whichever, (a) or (b) is the later.
2. In the case of goods to be delivered elsewhere the UNU shall, unless otherwise specified in this Contract, make payment within 30 days of receipt of (a) the Vendor's invoice for the goods and (b) copies of the customary shipping documents and other documents specified in this Contract, whichever (a) or (b) is the later.
3. Unless otherwise authorized by the UNU a separate invoice must be submitted in respect of each shipment under this Contract and such invoice must bear the Purchase Order Number appearing on the top left hand corner of the face of this document.
4. The prices shown herein may not be increased except by express written agreement of the UNU. The UNU will not pay any charge for late payments unless expressly agreed to in writing.
5. The UNU shall have a reasonable time after delivery of the goods to inspect them and to reject and refuse acceptance of goods not conforming to this Contract: payment for any goods pursuant to this Contract shall not be deemed an acceptance of the goods.

B. TAX EXEMPTION

Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the UN, including its subsidiary organs, is exempt from all direct taxes and is exempt from customs duties in respect of articles *imported or exported* for its official use. Accordingly, the Vendor authorizes the UNU to deduct from the Vendor's invoice any amount representing such taxes or duties charged by the Vendor to the UNU. Payment of such corrected invoiced amount shall constitute full payment by the UNU. In the event any taxing authority refuses to recognize the UNU exemption from such taxes, the Vendor shall immediately consult with the UNU to determine a mutually acceptable procedure.

C. EXPORT LICENSES

If an export license or licenses are required for the goods, the Vendor shall obtain that license or licenses.

D. RISK OF LOSS

Risk of loss, injury or destruction to the goods shall be borne by the Vendor until physical delivery of the goods has been completed in accordance with this Contract.

E. FITNESS OF GOODS INCLUDING THEIR PACKAGING

Vendor warrants that the goods, including their packaging, conform to specifications and are fit for the purpose for which such goods are ordinarily used and for purposes expressly made known to the Vendor by the UNU, and are free from defects in workmanship and materials. The Vendor also warrants that the goods are contained or packaged in a manner adequate to protect the goods.

F. RIGHTS OF THE UNU

In case of failure by the Vendor to perform under the terms and conditions of this Contract, including but not limited to failure to obtain necessary export licenses or to make delivery of all or part of the goods by the agreed delivery date or dates, the UNU may, after giving the Vendor reasonable notice to perform and without prejudice to any of the rights or remedies, exercise one or more of the following rights:

1. Procure all or part of the goods from other sources, in which event the UNU may hold the Vendor responsible for any excess cost occasioned thereby. In exercising such rights the UNU shall mitigate its damages in good faith;
2. Refuse to accept delivery of all or part of the goods;
3. Terminate this Contract.

G. ASSIGNMENT AND INSOLVENCY

1. The Vendor shall not, except after obtaining the written consent of the UNU, assign, transfer, pledge or make other disposition of this contract, or any part thereof, or any of the Vendor's rights or obligations under this Contract.
2. Should the Vendor become insolvent or should control of the Vendor change by virtue of insolvency, the UNU may, without prejudice to any other rights or remedies, terminate this Contract by giving the Vendor written notice of termination.

H. USE OF UNU NAME AND EMBLEM

The Vendor shall not use the name, emblem or official seal of the United Nations University or any abbreviation of the name United Nations University for any purpose.

I. PROHIBITION ON ADVERTISING

The Vendor shall not advertise or otherwise make public that the Vendor is furnishing goods or services to the UNU.

J. ARBITRATION

Any controversy or claim arising out of or in connection with this Contract or any breach thereof, shall, unless it is settled by direct negotiation, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim.

K. PRIVILEGES AND IMMUNITIES

Nothing in or relating to these General Conditions or this Contract shall be deemed a waiver of any of the privileges and immunities of the UNU, including its subsidiary organs.