



GENERAL CONDITIONS FOR CONTRACTS FOR PURCHASE OF GOODS

1.0 LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the International Criminal Court, hereinafter called the ICC. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of the ICC.

2.0 SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to the ICC in connection with the performance of the Contract. The Contractor shall refrain from any action which may adversely affect the ICC and shall fulfill its commitments with the fullest regard to the interests of the ICC.

3.0 ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof, or any of the Contractor's rights, claims or obligations under the contract, except with the prior written consent of the ICC.

4.0 OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of the ICC has received or will be offered by the Contractor any direct or indirect benefit arising from the Contract or award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

5.0 WARRANTIES AND INDEMNIFICATION

5.1 The Contractor shall provide the ICC with all manufacturers' warranties, including but not limited to the warranty that the Goods shall be free of defects. Without any limitation of the foregoing, the Contractor warrants to the ICC that the Goods, including their packaging, shall conform to the Contract Documents and shall be fit for the purpose for which such Goods are ordinarily used and for purposes expressly made known to the Contractor by the ICC, and shall be of good quality, free from faults and defects in design, material and workmanship. The Contractor also warrants that the Goods are contained or packaged in a manner adequate to protect the Goods. All such warranties shall remain in effect for a period of one (1) year after the receipt of the Goods by the ICC, except as otherwise provided in the Contract.

5.2 If, during the Warranty Period, the Goods or any part thereof purchased under the Contract are found by the ICC to be defective or not to conform with the Contract Documents, upon written notification to the Contractor by the ICC, the Contractor shall, promptly and at its own expense correct all such defects and non-conformities. If the defects and non-conformities cannot be corrected, the Contractor shall, at the choice of the ICC, either replace the defective Goods or promptly reimburse the ICC.

5.3 The Contractor warrants that the use by the ICC of the Goods furnished under the Contract do not infringe any patent, trade-name or trade-mark. The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, the ICC, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, pertaining to the

alleged infringement of any patent, design, trade-name or trade-mark arising from the Contract. The obligation under this Article does not lapse upon termination of the Contract.

6.0 ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the ICC against any monies due or to become due for any work done or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor.

7.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE ICC

Unless authorized in writing by the ICC, the Contractor shall not or otherwise make public the fact that it is performing, or has performed, services for the ICC, or use the name, emblem or official seal of the ICC or any abbreviation of the name of the ICC for advertising purposes or for any other purposes.

8.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

8.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under the Contract shall be the property of the ICC, shall be treated as confidential and shall be delivered only to the ICC authorized officials on completion of work under the Contract.

8.2 The Contractor cannot communicate at any time to any other person, Government or authority external to the ICC, any information known to it by reason of its association with the ICC which has not been made public except with the authorization of the ICC; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of the Contract.

9.0 LANGUAGES

Except as may otherwise be specified in this Contract, the English language shall be used by the Contractor in all written communications to the ICC with respect to the services to be rendered and with respect to all documents procured or prepared by the Contractor pertaining to the work.

10.0 FORCE MAJEURE

10.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Contractor shall give notice and full particulars in writing to the ICC, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the ICC of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the ICC shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

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10.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under this Contract, the ICC shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 11, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

10.3 *Force majeure* as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

11.0 TERMINATION

11.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 12.2 "Arbitration" below shall not be deemed a termination of this Contract.

11.2 The ICC may terminate forthwith this Contract at any time should the mandate or the funding of the mission be curtailed or terminated, in which case the Contractor shall be reimbursed by the ICC for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

11.3 In the event of any termination by the ICC under this Article, no payment shall be due from the ICC to the Contractor except for Goods satisfactorily delivered in conformity with the express terms of this Contract.

11.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the ICC may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the ICC of the occurrence of any of the above events.

12.0 SETTLEMENT OF DISPUTES

12.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

12.2 Arbitration

Any dispute, controversy or claim between the Parties arising out of this Contract or the breach, termination or invalidity thereof, unless settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitral tribunal shall have no authority to award punitive damages. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

13.0 PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the ICC.

14.0 TAX EXEMPTION

14.1 According to (i) the Headquarters Agreement signed between the Kingdom of the Netherlands and the ICC, and more particularly its article 15, and (ii) the Agreement on Privileges and Immunities of the International Criminal Court, and more particularly its Article 8, the ICC, is exempt from all direct

taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the ICC exemption from such taxes, duties or charges, the Contractor shall immediately consult with the ICC to determine a mutually acceptable procedure.

14.2 Accordingly, the Contractor authorizes the ICC to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the ICC before the payment thereof and the ICC has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the ICC with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

15.0 OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

16.0 AUTHORITY TO MODIFY

Pursuant to the Financial Regulations and Rules of the ICC, only the Registrar or her authorized representatives possesses the authority to agree on behalf of the ICC to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against the ICC unless provided by an amendment to this Contract signed by the Contractor and the Registrar or her authorized representative.

17.0 EXPORT LICENSES

If an export license or licenses are required for the Goods, the Contractor shall obtain that license or licenses.

18.0 RISK OF LOSS

Notwithstanding anything to the contrary in the Contract, risk of loss, injury or destruction to the Goods shall be borne by the Contractor until physical delivery of the Goods has been completed in accordance with the Contract.

19.0 RIGHTS OF THE ICC

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

- (i) procure all or part of the Goods from other sources, in which event the ICC may hold the Contractor responsible for any excess cost occasioned thereby;
- (ii) refuse to accept delivery of all or part of the Goods;
- (iii) terminate the Contract.

20.0 APPLICABLE LAW AND JURISDICTION

This Contract shall be governed by and construed in accordance with the principles of international law, and the ICC shall not be subjected to national law nor submit to the jurisdiction of any national court.