



UN Web Buy Plus

Sales Conditions

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Abbreviations

ID	Identity, Identification
UN	United Nations
UNWB+	UN Web Buy Plus
URL	Uniform Resource Locator

IMPORTANT - PLEASE READ

THESE LEGAL TERMS AND CONDITIONS APPLY TO THE USE OF THIS WEBSITE AND BY ACCESSING THIS WEBSITE USING THE ONLINE SERVICES AND/OR PLACING AN ORDER YOU AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT ACCESS THIS WEB SITE AND DO NOT USE THE ONLINE SERVICES.

1 Definitions

In these UN Web Buy Plus Sales Conditions unless inconsistent with the context or otherwise specified the following definitions will apply to words and expressions with capitalised first letters:

Authorised User means a user of this Website who is eligible to register and is authorised by UNOPS to use this Website and request Services provided by UNOPS in accordance with the requirements set out in Section 2 below and has received a password and Login ID;

Force Majeure means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of either Party;

Order means a request for Services that you place via the Website;

Services means the procurement services provided via this Website for Authorised Users;

Supplier means the third party supplier or manufacturer through which UNOPS has obtained pricing deals on the procurement of products and services as detailed from time to time on the Website;

UN Web Buy Plus Sales Conditions or

Sales Conditions means these terms and conditions and any additional terms and conditions or disclaimers issued with a pro-forma invoice or payment advice and/or referenced to or displayed on the Website whether by hypertext link or otherwise;

We/us/UNOPS means the United Nations Office for Project Services that is part of the United Nations Office for Project Services ("UNOPS") located at Marmorvej 51, PO Box 2695, 2100 Copenhagen, Denmark;

Website means this UN Web Buy Plus website located at www.unwebbuyplus.org or any subsequent URL used by UNOPS from time to time in respect of the services; and

You means a user of this Website and the legal entity you represent using this Website during the course of employment or engagement by that entity.

2 Restrictions on service

2.1 You are only eligible to register and become an Authorised User to use this Website and request Services provided by UNOPS for the purposes of assisting the UN System, governments receiving aid, organizations co-operating with the UN System such as donor government aid organizations and non-governmental organizations (NGOs).

2.2 UNOPS reserves the right to authorise and make the Services available to You in its absolute discretion.

2.3 All products are subject to availability.

2.4 Orders will only be considered by UNOPS where the products or services requested are required for use in field projects related to United Nations ("UN") programme activities or are consistent with UN goals and objectives for assistance in developing countries. Your eligibility for particular products and services is subject to final UNOPS determination and acceptance.

2.5 UNOPS reserves the right to refuse any request for Services at any time.

2.6 UNOPS reserves the right to withdraw any products or services from this Website and edit any information or content on the Website at any time.

2.7 Due to the nature of the Internet, You acknowledge that You may not be able to access the Website and the Website may not be available at all times.

3 Authorisation and passwords

3.1 If you are an Authorised User, you may access this Website. In order to access the Website to use the Services you need to key in your Login ID and password. You are responsible for keeping your personal Login ID and password secure and confidential. You should not share, display, disclose or permit your Login ID and password to be disclosed to any other party.

3.2 In the event that your Login ID and password is disclosed or discovered by another party, You should request a new password immediately.

3.3 You are responsible for use of the Services when access to the Services is obtained through the use of your Login ID and password whether authorised or unauthorised.

3.4 You agree not to impersonate any other person or entity or use any false name or use any other person's Login ID and password to access the Website.

3.5 UNOPS reserves the right to withdraw Login ID and passwords at any time without notice and in its sole discretion may allocate a new Login ID and password where UNOPS has reason to believe that such Login ID and password has been discovered and/or used by any person or organization other than You.

3.6 You agree not to use or permit another to use the Website:

(a) to upload or post e-mail, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise considered by UNOPS in its absolute discretion to be objectionable;

(b) to cause introduce a software virus or other disruptive program;

(c) in any way that is not authorised by UNOPS or is in breach of these Sales Conditions.

3.7 Without prejudice to any other rights, UNOPS reserves the right to suspend the provision of all or any part of the Services and/or block or remove any e-mails or other postings or content if UNOPS has reason to believe that such material is in violation of these Sales Conditions.

4 Request for services

4.1 Any material, information or quotations provided via this Website should not be regarded as an offer, invitation, solicitation, advice or recommendation to buy any products or services on the Website.

4.2 Services are available only at the discretion of UNOPS, subject to the products individual contract terms and conditions on which they are offered and such products or services may be withdrawn or amended at any time without notice. E-mail confirmation of your placed Order does not constitute legal acceptance by UNOPS of your Order.

4.3 The full range of products or services may not be available in all locations. All drawings, photographs, illustrations, descriptive matter, and advertising on the Website are issued or published for the sole purpose of giving an approximate idea of the products and services described.

4.4 You should request, to the extent possible, products with standard specifications in accordance with the items on the website or in the UNOPS product catalogues.

4.5 All requests to purchase products or services are subject to approval by UNOPS. Upon receipt of a request to purchase, UNOPS will provide You with price quotations, such sum to include a handling charge to cover the extra expenses for administration and documentation. No charge is made for quotations through UN Web Buy Plus. Only firm orders will be considered by UNOPS, clearly stating terms of delivery, full address of consignee and details for distribution of shipping documents and invoices.

5 Modifications

5.1 We reserve the right to:

(a) modify or withdraw this Website (or any part) at any time without notice; and/or

(b) amend or change the Sales Conditions from time to time. It is your responsibility to read the Sales Conditions before making a request to purchase via the Website.

6 Payment

6.1 The price that you pay is confirmed on the pro-forma invoice or payment advice that we will send to you confirming your Order. Whilst we try and ensure that prices on our Website are accurate, we are not responsible for errors that may occur.

6.2 In accordance with financial regulations and rules of UNOPS, you shall, as a precondition for any procurement action initiated by UNOPS, deposit the amount covering the total cost of products and services, in the currency and to the bank account stated in the UNOPS pro-forma invoice or payment advice.

6.3 All prices stated in UNOPS pro-forma invoice or payment advice include UNOPS's nominal handling fee. A firm purchase order will be placed by UNOPS on your behalf with a Supplier ONLY upon receipt of the full amount in the currency stated in the pro-forma invoice or payment advice. As prices offered are firm, neither refund nor request for additional funds is applicable.

6.4 Where agreed, UNOPS may grant you 'deferred client' terms. As a deferred client, UNOPS will place a firm purchase order on your behalf with a Supplier on receipt of your firm Purchase Order which is a commitment to pay in the currency and to the bank account stated in the UNOPS invoice within 30 days of receipt of invoice together with supporting documents.

6.5 Where clients granted deferred status do not pay within the 30 day period, UNOPS reserves the right to charge interest for each month of late payment or part thereof.

7 Terms of delivery - inspection - customs clearance

7.1 Terms of delivery shall be interpreted in accordance with the Incoterms 2010 you have selected via the Website and/or as included in an Order.

7.2 If You wish to have the products insured, UNOPS shall arrange for Cargo insurance upon request. UNOPS shall not be responsible for any loss or damage to the products. Upon shipment, relevant shipping documents shall be distributed as agreed between You and UNOPS. Upon request, UNOPS shall make provision for inspection of products prior to shipment and the cost of such inspection, if any, shall be paid by You. You shall be fully responsible for receipt, customs clearance and distribution of products shipped.

8 Risk

8.1 Please see the Incoterm or terms of the agreements under which you buy the products for details of your liability risk for loss and damage.

9 Cancellation of orders/termination

9.1 UNOPS does not accept any cancellation without the respective Supplier's agreement. UNOPS reserves the right to deduct administrative charges and penalties imposed by the Supplier for any cancellation.

9.2 In case of cancellation due to Force Majeure, funds already paid will be kept by UNOPS until a new buyer has been found.

9.3 In case of cancellation or reduction of quantities before shipment, you will be liable for any penalties imposed by Suppliers.

9.4 UNOPS may in its absolute discretion be entitled to cancel the use of your Login ID and password or modify the Services (whether in whole or in part) at any time without prior notice.

10 Warranties

10.1 UNOPS will pass on any warranty offered by the manufacturer or Supplier to You. Where no such warranty is available, UNOPS offers no warranty, express or implied, that the goods are merchantable or fit for any particular purpose.

10.2 UNOPS will not accept the return of any products procured for You. UNOPS is not directly responsible for correcting any material error or malfunction which may arise in relation to products supplied through UNOPS, but will, on request by You, intervene with the Supplier to obtain a satisfactory solution. UNOPS provides no guarantee, expressed or implied, with respect to the outcome of such intervention and is not responsible for any costs involved in correcting errors or malfunctions.

11 Intellectual property rights

11.1 You are granted a limited license to access and use this Website. All contents of this Website including, but not limited to the text, graphics, links and sounds are the copyright of UNOPS and may not be copied, downloaded, distributed or published in any way without the prior written consent of UNOPS or its content suppliers.

11.2 You are not permitted to use any trademarks or service marks of UNOPS, UNOPS or its Suppliers without prior written consent. You may not frame or utilise framing techniques that include any proprietary information such as images, text or page layout without UNOPS's prior written consent. You may not use any "meta-tags" or any other type of hidden text that uses any trademarks or service marks without UNOPS's prior written consent.

11.3 You agree not to copy, modify, download (other than page caching) or sell any part of this Website without UNOPS's prior written consent.

11.4 Any product listings and prices may not be disclosed, reproduced, copied, sold or used for any commercial purpose other than for obtaining the Services via this Website.

11.5 In relation to any information or materials you submit to UNOPS via this Website, you grant UNOPS a non-exclusive, royalty free, perpetual, irrevocable and fully sub-licensable right to use and reproduce such information, ideas, know-how, concepts, techniques and materials for any purpose, including without limitation, the copying, transmission, distribution and publication. You represent and warrant that you own or otherwise control all of the intellectual property rights to the information or materials that You submit or post via this Website.

12 Data protection and privacy

12.1 You agree that any and all personal information and data collected from you via this Website or as part of the Services from time to time may be used in accordance with our current Data Protection and Privacy Policy.

12.2 You warrant that you have authority to request the Services available via this Website.

12.3 You warrant that the personal information you provide to register as an Authorised User is true, accurate and complete in all respects and you will notify us immediately if there is any change in the personal information that you have supplied to Us.

13 Confidentiality

13.1 All prices, product listings and descriptions available to an Authorised User via this Website are confidential and should not be disclosed to any third party, including but not limited to manufacturer's agents or dealers for comparison or other purposes other than for the purposes of procuring the Services.

13.2 You agree to keep the details of any Order and pro-forma invoice or payment advice and the terms of the contract for the Services between You and UNOPS confidential.

14 Liability and claims

The following limitations and exclusions of liability apply to any losses, costs, damages, expenses, demands or claims howsoever caused arising directly or indirectly out of or in connection with the services and any ancillary services ("losses").

14.1 UNOPS will use reasonable endeavours to verify the accuracy of any information on the website but makes no representation or warranty of any kind, express, implied, regarding the contents or availability of the website. UNOPS accepts no liability of any kind for any losses arising directly or indirectly from action taken, or not taken, in reliance on material or information contained on this website.

14.2 The website is provided on an "as is" and "as available" basis. UNOPS does not guarantee that any e-mails or requests to purchase sent via the website will be sent or received and does not warrant the privacy and or security of such e-mails or requests during internet transmission. UNOPS is not responsible to you for any losses arising from or in connection with content or information transmitted via the website.

14.3 UNOPS will procure products or services requested by you in conformity with the specification approved by you and in accordance with the rules and regulations pertaining to UNOPS, unless otherwise agreed. UNOPS will have no responsibility nor liability, express or implied for appropriateness of such products and services.

14.4 UNOPS will not be responsible for delays or inability to fulfil orders howsoever arising due to force majeure or other factors outside its control, but will in such cases notify you that the order cannot be fulfilled.

14.5 UNOPS will not be responsible for delays in delivery or loss or damage to any products.

14.6 All warranty claims relating to any defect in quality shall be handled directly by You with the supplier or the manufacturer's appointed representative, with copy to UNOPS, who shall provide to You any assistance that You may reasonably request in handling such claims.

14.7 UNOPS disclaims any and all liability whether express or implied arising out of or in connection with the products or services.

14.8 UNOPS shall under no circumstances be liable for any economic losses including but not limited to loss of revenues or anticipated savings or goodwill or reputation or any indirect, incidental, special, punitive or consequential losses or damages suffered or incurred by you arising out of or in connection with acceptance or non-acceptance or execution by UNOPS of an order.

14.9 Our liability for losses shall in any event be restricted to a sum equal to the amount paid for the products or services relating to the subject matter of the claim in respect of any single default or series of defaults arising from the same cause.

15 Indemnity

15.1 You agree to fully indemnify and hold UNOPS, its officers, directors, agents, personnel and Suppliers harmless from any losses, costs, damages, expenses (including legal fees) or liability to which UNOPS may be subject, including without limitation as a result of any claim, suit or action brought by any third party, on whatever grounds, in connection with your breach of these Sales Conditions or arising out from any acts or omissions undertaken following the provision of the services by UNOPS hereunder or the reliance by any person on anything done or not done by UNOPS.

16 Settlement of disputes

16.1 You and UNOPS shall use best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to these Sales Conditions or the breach, termination or invalidity thereof. Where both You and UNOPS 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.

16.2 Unless, any such dispute, controversy or claim between You and UNOPS arising out of or relating to the Sales Conditions or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Section within sixty (60) days after receipt by one party of the other party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. 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.

17 Special provision

17.1 Unless otherwise agreed in writing by UNOPS, you recognize that the Services provided by UNOPS are governed by the procurement regulations and rules of UNOPS.

18 General

18.1 If any part of these Sales Conditions is found to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of these Sales Conditions which will continue to be valid and enforceable

18.2 Headings have been included for convenience only and will not be used in construing any provision of these Sales Conditions.

18.3 No delay or failure by UNOPS to exercise any powers, rights or remedies under these Sales Conditions will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing and signed by an authorized representative of UNOPS.

18.4 We reserve the right to transfer our rights and duties and responsibilities set out in these Sales Conditions to another party.

18.5 These Sales Conditions including the documents or other sources referred to herein supersede all prior representations, understandings and agreements between You and Us relating to the Services and sets forth the entire agreement and understanding between You and Us relating to the Service.

18.6 Nothing in these Sales Conditions shall be deemed to constitute a partnership between You and UNOPS nor constitute any party the agent of the other party.

18.7 You agree that those provisions of the implementing laws or regulations of the Electronic Commerce Directive (00/31/EC) which may be excluded by non-consumers relating to information requirements and the placing of orders electronically shall not apply to these Sales Conditions.

wambo.org - SPECIAL CONDITIONS TO THE UN WEB BUY PLUS SALES CONDITIONS

The provisions contained in these Special Conditions to the UN Web Buy Plus Sales Conditions shall amend or otherwise complement the UN Web Buy Plus Sales Conditions as indicated herein and shall apply to all procurement undertaken pursuant to purchases initiated in wambo.org.

1. Article 1 is amended to include the following definitions:

- a) Global Fund means the Global Fund to Fight AIDS, Tuberculosis and Malaria, which is an international financing institution created to raise and disburse funds to support large-scale prevention, treatment and care programs for HIV/AIDS, tuberculosis and malaria, and provides funding to its Principal Recipients implementing such programs.
- b) Principal Recipients means the entities receiving funding in the capacity of principal recipients from the Global Fund to implement programs in accordance with the Global Fund's mandate, and the relevant Global Fund grant agreement.

2. Article 2.1 is amended to read as follows:

Users of wambo.org as authorized by the Global Fund are eligible to access UN Web Buy Plus as defined under this MOU and under wambo.org-Special Conditions to the UN Web Buy Plus Sales Conditions, as well as UN Web Buy Plus Sales Conditions.

3. Article 3.1, 3.2 and 3.3 related to login ID and password are not applicable. Article 3.5 is amended to read as follows:

Where UNOPS has reason to believe that the wambo.org login information has been misused and has been discovered and/or used by any person or organization other than You, UNOPS will notify the Global Fund wambo.org team of its suspicions and agree on appropriate measures to be taken to revoke or modify access to the wambo.org and UN Web Buy Plus platforms.

4. Article 4.2 is amended to read as follows:

Services are available only at the discretion of UNOPS, subject to the products individual contract terms and conditions on which they are offered and such products or services may be withdrawn or amended at any time without notice. E-mail confirmation of your placed Order does not constitute legal acceptance by UNOPS of your Order.

The e-PO, together with the UN Web Buy Plus Sales Conditions, as modified by the present wambo.org-Special Conditions to the UN Web Buy Plus Sales Conditions, shall form the legally binding contract between UNOPS and the PR for the procurement of the relevant products (the "Procurement Services Contract").

5. Article 6.1 on Payment is amended as follows:

The price that You pay is confirmed on the e-PO that will be generated in wambo.org and confirms your Order. Whilst we endeavour to ensure that prices on our Website are accurate, we are not responsible for errors that may occur.

Articles 6.2 to 6.5 are replaced by the following:

Payment for goods procured via wambo.org punchout to UN Web Buy Plus, as well as any related costs, including but not limited to transport and insurance, shall be made by the Global Fund on behalf of the PR via a direct disbursement of the ring-fenced grant funds in accordance with the terms of the relevant Grant Agreement between the Global Fund and the PR, as applicable (the "Grant Agreement"), directly to UNOPS.

6. Article 7.2 is amended to read as follows:

If You wish to have the products insured, UNOPS shall arrange for cargo insurance upon Your request to the point of delivery as specified by the incoterm. Arranging insurance after the point of delivery falls under Your responsibility. UNOPS shall not be responsible for any loss or damage to the products. Upon shipment, relevant shipping documents shall be distributed as agreed between You and UNOPS. Upon request, UNOPS shall make provision for inspection of products prior to shipment and the cost of such inspection, if any, shall be paid by You. You shall be fully responsible for receipt, customs clearance and distribution of products shipped. Payment of all applicable customs or import duties, taxes and fees are at your charge and cost¹ unless agreed incoterm provides otherwise. You are responsible for obtaining any necessary import licenses, permits, approvals and authorizations, unless agreed incoterms provide otherwise. You are responsible for completing all customs formalities and clearances. You are responsible for any demurrages and detention charges deriving from a situation beyond UNOPS' control. You are responsible for all post-shipment handling, transportation and registration, as well as assembly or disassembly.

7. Article 9 is modified as follows:

Cancellation of Orders/ termination/ modification of Orders

9.1 As a general rule UNOPS does not accept any cancellation or modification. In exceptional circumstances or cases of force majeure, UNOPS reserves the right to deduct administrative charges and penalties imposed for any cancellation.

9.3 In case of cancellation, reduction of quantities or modification before shipment, you will be liable for any penalties imposed to UNOPS.

9.4 Article 9.4 related to cancellation of login ID is not applicable to wambo.org users and is removed.

¹ The Global Fund does not allow the use of any grant funds for coverage of customs or import duties, taxes and fees.

8. Article 11.5 is amended to read as follows:

In relation to any information or materials you submit to UNOPS via this Website, you grant UNOPS a non-exclusive, royalty free, irrevocable and fully sub-licensable right to use and reproduce such information, ideas, know-how, concepts, techniques and materials for the purpose of performing the Services during the term of these Sales Conditions, including without limitation, the copying, transmission, distribution and publication unless restricted by applicable law. You represent and warrant that you own or otherwise control all of the intellectual property rights to the information or materials that You submit or post via this Website.

10. Article 13 is amended to read as follows:

13.1 All prices, product listings and descriptions available to an Authorised User via this Website are confidential and should not be disclosed to any third party, including but not limited to manufacturer's agents or dealers for comparison or other purposes other than for the purposes of procuring the Services. This provision shall not, however, preclude an Authorised User accessing this Website via wambo.org from sharing such information with the Global Fund.

13.2 You agree to keep the details of any Order and UN Web Buy Plus quotation or payment advice and the terms of the contract for the Services between You and UNOPS confidential. This provision shall not, however, prevent an Authorized User accessing this Website via wambo.org from sharing such information with the Global Fund, provided that the Global Fund agrees not to share any information on pricing with any third parties, including but not limited to manufacturer's agents or dealers for comparison or other purposes, unless that third party enters into substantially similar confidentiality arrangements for the purpose of using such information for Global Fund related analytical studies or evaluations, and any such study or evaluation shall not be disclosed to the public without the consent of UNOPS, if it identifies UNOPS.

11. Article 14.1 is amended to read as follows:

UNOPS will use reasonable endeavours to verify the accuracy of any information on the website but makes no representation or warranty of any kind, expressed, implied, statutory or otherwise, regarding the contents or availability of the website. UNOPS and the Global Fund accept no liability of any kind for any losses arising directly or indirectly from action taken, or not taken, in reliance on any material or information contained on this website.

12. Article 15 is amended to read as follows:

15.1 You agree to fully indemnify and hold UNOPS and the Global Fund, their officers, directors, agents, personnel and Suppliers harmless from any losses, costs, damages, expenses (including legal fees) or liability to which UNOPS and/or the Global Fund may be subject, including without limitation as a result of any claim, suit or action brought by any third party, on whatever grounds, in connection with your breach of these Sales Conditions or arising from any acts or omissions undertaken following the provision of the services by UNOPS and/or the Global Fund hereunder or the reliance by any person on anything done or not done by UNOPS and/or the Global Fund.