IDA Foundation Terms & Conditions

GOVERNING THE RELATIONSHIP UNDER THE GLOBAL FUND PILOT PROGRAM[1] BETWEEN IDA FOUNDATION (HEREINAFTER REFERRED TO AS "IDA FOUNDATION" OR "IDA") AND ELIGIBLE BUYER ("BUYER"[2]) USING NON-GLOBAL FUND FUNDS THROUGH THE GLOBAL FUND'S WAMBO.ORG PLATFORM

Terms and Conditions

The Price Quotation (PQ) and Purchase Order (PO) are subject to the terms and conditions based on (1) the IDA Foundation –Global Fund Outsourced Services Agreement to support the implementation of the Global Fund's Pooled Procurement Mechanism (PPM) ("IDA-Global Fund Agreement"), (2) the framework agreement between the Global Fund and long lasting insecticidal nets (LLINs) Suppliers, where applicable, (3) these IDA terms and conditions, and (4) the outcome of the RFQ conducted by IDA for freight and insurance. Unless otherwise agreed upon by the Global Fund, and with the exception of sections 6.1, 6.3, 6.4, 6.5, 9.11, 14.1, 15.3.1.1, 18.1.2.1 and 18.2.1.2 of the IDA-Global Fund Agreement, the terms and conditions of the IDA-Global Fund Agreement shall prevail over these IDA terms and conditions. For the avoidance of doubt, the provisions of the IDA Global Fund Agreement in relation or applicable to Principal Recipients shall apply mutatis mutandis to Buyers.

The PQ and PO are also subject to any applicable registration documents in the Pilot Program and Pooled Procurement Mechanism/Wambo sent by the Buyer to the Global Fund.

1. Costs and PO issuance

1.1 The PQ is established by IDA based on the Purchase Requisition information entered in wambo.org by the Buyer and shared with IDA through wambo.org.

1.2 The PQ consists of all associated costs for the Purchase Requisition, such as but not limited to Health Product, freight, quality control, insurance, Buffer, customs clearance, IDA and documentation costs.

- 1.2.1 Health Product costs for LLINs are indicated in line with Global Fund PPM allocation decisions or Global Fund reference prices if PPM allocation is pending.
- 1.2.2 Health Product costs for other Vector Control Health Products are based on reference prices provided by the Suppliers to IDA.
- 1.2.3 Freight costs are the estimation to transport the Health Products from origin to destination location and can be based on the estimated number of containers/trucks to the destination(s) indicated in the Purchase Requisition.
- 1.2.4 Quality control and pre-shipment inspection costs are based on an estimated number of shipments and batches.
- 1.2.5 Insurance premium is based on the total value of the PQ.
- 1.2.6 Other costs, including IDA's fee, are estimates based on information provided in PQ form.
- 1.2.7 A Buffer of up to 30% of the estimated costs to freight transport the Health Products as per the agreed Incoterm is included to ensure fluctuations in transport, importation and/or additional costs that may occur can be addressed swiftly.

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[1] The Pilot Program is a Global Fund program pursuant to which eligible government and non-government development organizations may procure Health Products available in wambo.org using non-Global Fund's funds.

[2] For the purposes of these terms and conditions only, "PR" reads as "Buyer".

1.3 Following the Buyer's approval of the PQ, an electronic purchase order ("PO") will be issued to IDA through wambo.org for the procurement and delivery of Health Products. The PO is the legally binding agreement between the Buyer and IDA. Buyers that do not recognize electronic approvals in wambo.org as legally binding shall attach a signed copy of the PQ.

1.4 Any additional costs that are incurred after the PO and that constitute a change will be reflected in a request for revised PO to be reviewed and approved by the Buyer.

1.5 In case a change to the PO or cancellation is requested by the Buyer, IDA will, to the extent possible, accommodate those changes. However, if a purchase order has already been placed by IDA with a Supplier specifically for the Buyer, the PO may not be changed/cancelled. A cancellation fee can be charged.

2. Validity of Price Quotation

2.1 The PQ has a validity period of 14 calendar days unless otherwise stated in the PQ.

3. Payment terms

3.1 After the issuance of the PO, IDA will submit an invoice to the Buyer or Third-Party Payer, where applicable, for payment within 30 days. The issued invoice is the warranty that the Buyer or the Third-Party Payer and IDA have agreed on 100% pre-payment terms, unless agreed otherwise.
Although the Buyer remains fully responsible for the payment, there may be instances where, at the request of the Buyer, a Third-Party Payer will pay on behalf of the Buyer and will transfer the upfront payment directly to IDA. In such a case, the Buyer may agree that the invoice be addressed and sent to the Third-Party Payer.

3.2 The PO values are based on best estimated values from the submitted PQ.

3.3 Payment of 100% of the invoice value will be made by the Buyer (or Third-Party Payer on behalf of the Buyer) to IDA. IDA will place orders to the Suppliers only after receipt of the 100% pre-payment amount.

3.4 When all obligations under the PO have been fulfilled and if applicable, IDA will submit a credit note in wambo.org to return any excess funds to the Buyer (or the Third-Party Payer, as instructed by the Buyer) within 30 calendar days of issuance of a credit note.

3.5 If applicable considering section 3.1 and 3.3, any outstanding amount will be identified through an invoice submitted in wambo.org, with associated payment instructions. The Buyer (or Third-Party Payer on behalf of the Buyer) will execute the payment of the outstanding balance to IDA within 30 calendar days from receipt of the Invoice. The Buyer (or the Third-Party Payer on behalf of the Buyer) will record the proof of payment in wambo.org. The confirmation will be transmitted to IDA through wambo.org, and IDA will confirm receipt of funds through an acknowledgement on wambo.org, which will be transmitted to the Buyer (and Third-Party Payer where applicable) and Global Fund Sourcing category manager.

3.6 IDA will reconcile the costs and raise an Invoice Summary Statement (ISS) in wambo.org at the time of the PO closure with actual values charged.

3.7 IDA shall provide the required services subject to the terms and conditions under the IDA – Global Fund Agreement and these terms and conditions. No payment, acceptance, or concurrence shall be construed as evidence that any matter or thing is complete, satisfactory, or in compliance with IDA's obligations, and IDA shall not therefore be relieved or discharged from performing any obligation under the IDA –Global Fund Agreement and these terms and conditions. Payment by the Buyer (or Third-Party Payer where applicable) to IDA in connection with any Health Products will not constitute and will not be deemed as being acceptance of the Health Products by the Buyer.

4. Health Product Specifications

4.1 Health Product specifications for LLINS (shape, size, color, denier, accessories) as indicated in the PQ form are applicable. Standard label, bag and bale instructions as per the WHO guidelines for procuring public health pesticides (2012) apply. ISO 3758 pictograms are used for cleaning instructions. Bag type, label and Health

Product label language, specific logos and additional texts apply as indicated in and attached to the PQ form. From 2021 a GS1 code will also feature on the LLIN label. Standard bale size of 50 nets per bale apply, unless otherwise indicated on the PQ form.

4.2 Indoor Residual Spraying (IRS) will be provided as per published WHO specifications with standard artworks of the Supplier, unless indicated otherwise on the Purchase Requisition.

4.3 Health Product specifications for all other Health Products are as indicated in wambo.org.

5. Delivery dates

5.1 The delivery date is the estimated date the Health Products will be delivered as per the agreed Incoterm.

5.2 The average procurement lead time for LLINs is 180 days from receipt of the 100% pre-payment by IDA until delivery of the Health Products.

5.3 The average procurement lead time for IRS is 310 days from receipt of the 100% pre-payment by IDA until delivery of the Health Products.

5.4 For all Health Products, in case the desired delivery date cannot be met, IDA will do its utmost to deliver the Health Products as close as possible to the desired delivery date. The delivery dates can only be confirmed once IDA has received the 100% pre-payment amount, and after the order is placed and confirmed by the Supplier(s). Please note that the longer it takes to receive the 100% pre-payment amount, the more likely it is that there will be increases in delivery lead times and/or costs.

5.5 IDA will indicate in the PQ the requested PO submission date in order to be able to maintain the delivery date estimated in the PQ.

5.6 The transit time will depend on the availability of all the waivers and documents needed for customs clearance and weather conditions. IDA cannot be held accountable for delays related to customs clearance that are attributable to the Buyer.

5.7 IDA will be responsible for the timely delivery of the Health Products to the destination location, as stated on the PO, and will state the estimated delivery lead time in the PO.

6. Incoterms

6.1 Incoterms indicated are based on the Incoterms 2020 as issued by ICC France, unless otherwise agreed. DAP1 and DAP2 are modified Incoterms, whereby DAP1 includes customs clearance and DAP2 includes customs clearance and offloading.

6.2 In all cases the Buyer remains responsible for timely arrangement of the required import documents and storage space. Offloading means that IDA/IDA's freight agent is responsible for taking the Health Products from the containers/trucks, counting the LLIN bales (where applicable) and handing the Health Products to the Buyer designated warehouse , after which both the responsible warehouse employee and IDA's freight agent sign a Proof of Delivery (PoD) for receipt of the Health Products, see Clauses 9.3 and 9.4 are applicable. The empty containers will be returned immediately to the carrier and will not be offloaded from the truck.

7. Requirements for importation

7.1 Registration

7.1.1 In the Purchase Requisition, the Buyer has to indicate if the Health Product(s)' registration in the country of destination is required.

7.1.2 If no registered Health Product is available, then the Buyer will commit to supporting IDA with obtaining a waiver to import the Health Products.

7.1.3 If the Buyer has declared that registration of the Health Products is not required in the country, the Buyer accepts full responsibility for this declaration.

7.2 Country mandated pre-shipment inspection

7.2.1 If the Buyer has declared that a country mandated pre-shipment inspection has to be performed (e.g. by SGS, Bureau Veritas or Intertek), the Buyer accepts responsibility for opening an inspection file on the basis of IDA's

proforma invoice in the country of origin and for sending the inspection file number to IDA at least 3 weeks prior to the Health Products' readiness.

7.2.2 If the Buyer has declared that no other inspections are required (besides the pre-shipment inspection that IDA performs as a standard), the Buyer accepts full responsibility for this declaration.

7.3 **Import duties and taxes**

7.3.1 If the Buyer enjoys tax exemption, IDA will provide required documents to the Buyer to apply for a tax exemption letter, as indicated by the Buyer. The Buyer will subsequently obtain and share the tax exemption letter with IDA at least two weeks prior to arrival of the Health Products. Costs deriving from the non-availability of such waiver will be applied to the account of the Buyer.

7.3.2 If Import Duties and Taxes are payable, but a tax exemption cannot be obtained, IDA will invoice to the Buyer for such taxes.

7.3.3 If the Buyer has declared that no Import Duties and Taxes are payable, the Buyer accepts full responsibility for this declaration.

8. Proceed to shipment

8.1 As soon as the Health Products are produced and released for shipment based on the inspection report and test results, IDA will immediately proceed with preparations for loading and shipment, unless the Buyer has confirmed in the Purchase Requisition that a 'greenlight to ship' from the Buyer is required before shipment. In such cases, IDA will not proceed with the shipment until an explicit confirmation in writing providing 'greenlight to ship' is received from the Buyer.

8.2 Should there be a variation of not more than +/- 2% in the manufactured quantities for a particular order, then the lower or higher quantity will be supplied, reflected in the shipping documentation and invoiced.

9. Insurance

9.1 The Health Products will be insured for 100% of the invoice value from origin location to destination location.

9.2 In countries with an increased country risk (WOL), any damage or loss resulting from acts related to increased country risk is not covered by the standard insurance. IDA follows the official IHS Foresight Country Risk Scores to determine if there is an increased country risk (WOL) in the countries of destination or countries of transit. If the country is rated as an elevated/high/severe risk country at the moment of quoting, IDA will include an additional premium applicable to the country to cover risk on-land.

9.3 In order to claim from IDA, the Buyer is required to report any visible damage, deviations and missing quantities within 3 days after the Proof of Delivery (PoD) signature date. The PoD serves as official confirmation of receipt of the consignment. Any visible damage, deviations and missing quantities are to be reported in the PoD and cannot be claimed for afterwards. After that, the buyer has 14 days to check boxes/bales and confirm acceptance of the Health Products and/or report any hidden damage using the Confirmation of Receipt (CRG) form, that IDA sends along with the Shipping Advice (see clause 12).

9.4 In case of CIP/CIF (air)port/terminal deliveries: there is a maximum period of 60 days to move the Health Products from the (air)port of delivery to a location for visual inspection, after which the abovementioned timelines apply.

10. Demurrage and detention

10.1 Any demurrage or detention charges deriving from a situation which is beyond the control of IDA, such as but not limited to situations referred to as Force Majeure, port congestions, customs clearance delays, non-availability of warehouse space and delays in offloading, shall be borne by the Buyer.

11. Quality

11.1 **For LLINs:**

11.1.1 All Health Product/Supplier combinations offered are on the List of WHO Prequalified Vector Control Health Products (see https://www.who.int/pq-vector-control/prequalified-lists/en/) and therefore comply with the Guide to Global Fund Policies on Procurement and Supply Management of Health

Products (see https://www.theglobalfund.org/media/5873/psm_procurementsupplymanagement_guidelines_en.pdf). In case of deviations from the WHO specifications, approval of the Global Fund is required before issuing any PO for such Health Product.

11.1.2 In line with the Global Fund policies, the consignments may be visually inspected and samples may be drawn and tested by IDA or its subcontractors. Health Products will only be shipped after release of the Health Products based on the test reports.

11.1.3 Inspection reports and test results of an order will be shared with the Supplier for its reference.

11.2 **For IRS:**

11.2.1 All Health Product/Supplier combinations offered are on the List of WHO Prequalified Vector Control Health Products (see https://www.who.int/pq-vector-control/prequalified-lists/en/) and therefore comply with the Guide to Global Fund Policies on Procurement and Supply Management of Health Products (see https://www.theglobalfund.org/media/5873/psm_procurementsupplymanagement_guidelines_en.pdf).

11.2.2 In line with the Global Fund policies, the consignments may be visually inspected and samples may be drawn and tested by IDA or its subcontractors. Health Products will only be shipped after release of the Health Products based on the test reports. In case of deviations from the WHO specifications, approval of the Global Fund is required before issuing any PO for such Health Product.

11.2.3 In case of sampling or inspection, the Health Products will only be shipped after release of the Health Products based on the test reports. Inspection reports and test results of an order will be shared with the Supplier for its reference.

11.3 **For Non-Prequalified Health Products:**

11.3.1 For non-prequalified Health Products, IDA Foundation's Health Products are of assured quality. Health Products that IDA procures and delivers to customers have passed through IDA comprehensive quality systems for approval.

11.4 **Recalls**

11.4.1 IDA is responsible for the prompt management of recalls, including providing a detailed report of any recall of Health Products resulting from the procurement of defective Health Products and the subsequent refund to the Buyer or the Third-Party Payer as applicable, for any payment for such Health Products, where applicable. In addition, IDA is responsible for the prompt replacement of such defective Health Products and/or payment of the costs incurred by the Buyer in connection with the replacement of such Health Products. Upon communication by IDA, the Buyer shall quarantine Health Products, provide prompt support for traceability purpose and updates of the progress and implications of any recall.

11.5 **Warranties**

11.5.1 All Supplier's warranties offered to IDA shall be passed on to the Buyer.

12. Confirmation of Receipt, Acceptance and Rejection of Health Products

12.1 The Buyer is requested to send a signed Confirmation of Receipt of Health Products (CRG) form to IDA, outside of wambo.org, within 14 days after receipt of Health Products in which nonvisible damage/discrepancies shall be reported (see clause 9.3). The CRG is a mandatory document to confirm acceptance of the Health Products, in addition to the PoD, in which receipt is confirmed. In case there are no discrepancies to be reported and Proofs of Deliveries (PoDs) were already signed and sent, the Buyer is still required to confirm receipt via the CRG form. If the CRG form is still not received after 30 days after receipt of the Health Products, IDA considers the Health Products as received and accepted in good condition and will proceed with the financial reconciliation.

12.2 Upon receipt of the Health Products at the designated delivery point as stated on the PO, the Buyer may inspect and verify (including visual inspection,

quality testing, inspection or otherwise) Health Products. Clauses 9.3 and 9.4 are applicable.

12.3 In case of non-conforming Health Products, the Buyer is to share the inspection and/or analytical reports with IDA when filing a complaint. Any dispute on the test results with the Supplier and/or the Buyer will be resolved by sending sample sets to an independent lab identified by the Global Fund whose findings will be conclusive.

12.4 In case the complaint is justified, the Buyer can:

12.4.1 reject the non-conforming Health Products and obtain a full refund from IDA; or

12.4.2 reject the non-conforming Health Products and obtain prompt replacement at IDA's expense (including further shipping and insurance costs); or

12.4.3 retain the non-conforming Health Products at an equitably adjusted price.

13. Dispute Resolution

Any dispute, controversy or claim arising out of or in connection with the PQ, PO or these Terms and Conditions that cannot be settled amicably by the parties, shall be finally settled by arbitration under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules in force from time to time. There shall be one arbitrator. The appointment authority for such arbitrator shall be the International Chamber of Commerce International Court of Arbitration. The place of arbitration shall be Geneva, Switzerland. The language to be used in the arbitral proceedings shall be English. The parties shall accept the arbitral award as final.

14. Public announcement

Any public announcement, including press releases and media advisories, regarding the PO or the work of the Parties under the PO shall require the prior written approval of both Parties.

15. Use of logo

Neither Party shall use the name, logo or trademark, or any abbreviation thereof, of the other, or of the Buyer (if applicable), without the prior written consent of the applicable Party or the Buyer, as applicable.

16. Child protection

Both Parties agree that all children, in all circumstances, have the right to feel and to be safe and to live free from harm, exploitation and abuse. Whenever directly interacting with children, both Parties shall each:

- Strive to protect children from harm.
- Use language and behavior that is age-sensitive, culturally appropriate and respectful.
- Never use language that is condescending, harassing, abusive or sexually provocative.
- Obtain consent from a parent or guardian of a child (as defined by applicable local law) before conducting an interview or taking photographs or recorded images.
- Never be alone with a child or children;
- Never possess, access, or distribute child pornography or take degrading, sexually suggestive or otherwise inappropriate photographs.
- Never engage children in any form of sexual activity or acts, including paying for sexual services or acts.

Both Parties commit to supporting child protection efforts and promoting awareness and understanding about child risk, harm, and harm to organization. Both Parties shall protect children from exploitation and abuse of all kinds in the performance of the Project. In carrying out the transactions hereunder, IDA shall report to the Buyer any

behavior IDA believes may be child abuse or exploitation, suspicion of possession of child exploitation materials, and/or any child abuse or exploitation allegation made by a child or community member.

17. Sexual exploitation, abuse and harassment

Both Parties agree to support core principles regarding the prevention of sexual exploitation, abuse and harassment.

18. Lobbying activities

IDA warrants that no funds it receives pursuant to the PO shall be used for lobbying activities, including, without limitation, activities which influence or attempt to influence any legislative or regulatory body, government official or their employees or agents, election, or political activity.

19. Relation with tobacco and arms industry

IDA does not have, and has not had during the past four years, any relations or linkages, with the tobacco or arms industry, or any subsidiary of a tobacco or arms company or commercial entity involved with the manufacture, sale, or distribution of tobacco/arms or tobacco/arms Health Products, including, but not limited to, financial interests, controlling interests, or commercial relations resulting in licensing agreements, programs, initiatives, research, or projects funded by the tobacco/arms industry, jointly administered with tobacco/arms- affiliated entities, or done for the tobacco/arms industry.

20. Audit and access

IDA shall keep, and shall make all reasonable efforts to cause the Supplier(s) to keep, accurate and systematic accounts and records in respect of the supply of the Health Products. IDA shall document uses of the Buyer funds (or Third-Party Payer funds, on behalf of the Buyer, if applicable), and all information required in connection with any examination, evaluation, or assessment relating to the PO.

IDA shall permit the Buyer (or Third-Party Payer if applicable) and/or persons appointed by the Buyer (or Third-Party Payer) to inspect[1] the applicable IDA sites and/or the accounts and records relating to the procurement process, selection and/or contract execution (each as applicable), and to have such accounts and records audited by auditors appointed by the Buyer (or Third-Party Payer, if applicable and requested by such Third-Party Payer). The Buyer (or Third-Party Payer), and/or persons appointed by the Buyer (or Third-Party Payer), for audits shall treat any information obtained as confidential information.

21.Confidentiality

The Buyer (or Third-Party Payer), and/or persons appointed by the Buyer (or Third-Party Payer), for audits shall not disclose any of IDA's or it's Supplier's Confidential Information to any third party for any purpose, and shall not use any of the other Party's Confidential Information for any purpose other than performing its obligations or exercising its rights expressly set forth herein.

22. Compliance with laws; IP, privacy and publicity rights

IDA agrees to conduct all transactions under this PO in accordance with all applicable laws, regulations, and rules and will not infringe, misappropriate, or violate the intellectual property, privacy, or publicity rights of any third party.

23.Sanctions

All parties certify that it (i) does not, and will at no point during the validity of this PO, appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control ("OFAC"), and (ii) has not been, and will at no point during the validity of this PO be designated by the United Nations Security Council (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee"). To determine whether there has been a published designation of an individual or entity by the 1267 Committee, IDA shall refer to the consolidated list available online at: https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list.

24.Fraud and Corruption; conflicts of interest

IDA shall, and shall cause its personnel to, observe the highest standard of ethics during the procurement process, selection and contract execution (each as applicable), and refrain from the following practices:

- "corrupt practice", defined as is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- "fraudulent practice", defined as any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- "collusive practice", defined as an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- "coercive practice", defined as impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- "obstructive practice", defined as (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (b) acts intended to materially impede the exercise of the Buyer or Third-Party Payer's inspection and audit rights.

If applicable, the Third-Party Payer may reject a proposal for award if the Third-Party Payer determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, Suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.

If applicable, the Third-Party Payer may, in addition to the legal remedies set out in the relevant agreement between Buyer and the Third-Party Payer, take other appropriate actions, including declaring mis-procurement, if the Third-Party Payer determines at any time that representatives of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question (each as applicable), without the Buyer having taken timely and appropriate action satisfactory to the Third-Party Payer to address such practices when they occur, including by failing to inform the Third-Party Payer in a timely manner at the time they knew of the practices.

If applicable, the Third-Party Payer may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a contract financed by the Third-

Party Payer, financially or in any other manner;[2] (ii) to be a nominated[3] sub-contractor, consultant, manufacturer or Supplier, or service provider of an otherwise eligible firm being awarded a contract financed by the Third-Party Payer; and (iii) to receive the proceeds of any loan made by the Third-Party Payer or otherwise to participate further in the preparation or implementation of any project financed by the Third-Party Payer.

IDA shall take reasonable steps to minimize the opportunities for Conflicts of Interest to arise or occur. "Conflicts of Interest" include any situation where the impartial and objective implementation of the transaction is compromised for reasons involving economic interest, political or national affinity, family or emotional ties, or any other shared interest. IDA shall fully cooperate with any independent investigation commissioned by the Buyer or the Third-Party Payer (if applicable) into any Conflict of Interest during the validity of the PO.

Definitions

- **Buffer** means a refundable charge added to allow for price fluctuations (such as for shipping costs or currency fluctuation rates);
- **Buyer** means a government or non-government development organization that is participating to the Global Fund Pilot Program to extend the benefits of PPM to non-Global Fund funders;
- **Purchase Order or PO** means as defined in Section 1.3;
- **Health Products** means the Health Products that IDA shall manage as ordered by the Buyer under these terms and conditions and which are financed from the Global Fund Pilot Program to extend the benefits of PPM to non-Global Fund funders;
- **Force Majeure** means an event beyond the control of a Party, which by its nature could not have been foreseen by such Party, or, if it could have been foreseen, was unavoidable, and which renders the implementation of the Agreement by such Party wholly or partially impossible. Force Majeure event includes, without limitation, acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity, one or more acts of terrorism or failure of energy sources, , significant currency fluctuations, financial crises, significantly increased financial or economic exposure howsoever arising;
- **Import Duties and Taxes** means the estimated costs of any duties and/or taxes that may apply for the importation of Health Products;
- **Incoterms** means latest version of Incoterms as issued by the International Chamber of Commerce, Paris, France;
- **Supplier** means wholesalers, subcontractors, service providers, distributors, and/or manufacturers of Health Product(s) and supply Health Products to the Buyer. The Supplier's name may appear on the Price Quote.
- **Purchase Requisition** means the procurement request created by the Buyer in wambo.org for submission to IDA;
- **Third-Party Payer** means an entity paying IDA on behalf of and at the request of the Buyer the full or partial amount of the invoice(s) as applicable and as described in the applicable wambo.org onboarding form;