i+solutions Terms & Conditions

September 2022

i+solutions Terms & Conditions for orders placed under the Global Fund Pilot Program by Organizations using non-Global Fund funding through wambo.org

Governance

The Terms and Conditions are governing the relationship between Stichting i+solutions (hereinafter referred to as "i+solutions" or "PSA") and entities (such as Principal Recipients and/or other government and non-government development organizations) using funds other than Global Fund grant funds organization participating in the Global Fund Pilot Program: Extending the Benefits of the Pooled Procurement Mechanism through wambo.org (the "Buyer"). Transactions are governed by the Outsourced Services Agreement to Support the Implementation of the Global Fund's Pooled Procurement Mechanism, signed between the Global Fund to Fight AIDS, Tuberculosis and Malaria and Stichting i+solutions (the "Global Fund Agreement").

General Terms and Conditions

Quality

Compliance with Quality Standards, i+solutions shall ensure that only Health Products that are in compliance with the quality standards established as articulated in the Guide to the Global Fund Policies on Procurement and Supply Management of Health Products (https://www.theglobalfund.org/media/5873/psm_procurementsupplymanagement_guidelines_en.pdf) and with the applicable Global Fund Quality Assurance Policies (https://www.theglobalfund.org/en/sourcing-management/quality-assurance/), each as amended from time to time and as stipulated in the Global Fund Agreement, are procured and supplied to the Buyer.

The Buyer will request Health Products in compliance with the Global Fund's Quality Assurance Policies. In addition, the Buyer must provide all required registration requirements, waiver requirements, label requirements and anything else that is necessary for the movement of Health Products into the country. The Buyer understands that without the aforementioned documentation, the delivery of the requested Health Products may be disrupted. The Buyer shall provide that information as part of the Pilot Program on-boarding process for wambo.org. Prior to delivery of Health Products, i+solutions will provide to the Buyer all documents required for the importation and customs clearance of the Health Products (such as but not limited to airway bill, bill of lading, packing list, certificate of analysis, certificate of origin, and any other documents required to comply with country import requirements) as specified on the Purchase Order. The Buyer will ensure any duty and tax waivers applicable for product importation and use in country are in place to adhere to local tax requirements.

Product Recall

i+solutions 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 products (including any Non-Conforming Products) and the subsequent refund to the Buyer (or the Third-Party Payer as applicable and as instructed by the Buyer), for any payment for such Health Products, where applicable. In addition, i+solutions is responsible for the prompt replacement of

such defective Health Products and/or payment of the costs incurred by Buyer in connection with the replacement of such Health Products. Upon communication by i+solutions, the Buyer shall quarantine Health Products, provide prompt support for traceability purpose and updates of the progress and implications of any recall.

Price Quote

This Price Quote (also referred to as "PQ") has been established by i+solutions based on the Purchase Requisition information entered in wambo.org by the Buyer and shared with i+solutions through wambo.org.

The PQ and these Terms and Conditions shall constitute a legally binding offer by i+solutions to the Buyer to supply and deliver certain Health Products. It shall be subject to the terms applicable to ordering through wambo.org, including the terms of registration documents for the Pilot Program through wambo.org. i+solutions uploads the PQ along with the proforma invoice for the Buyer or third-party payer's approval. The Buyer confirms acceptance of the PQ by approving it in wambo.org.

Buyers that do not recognize electronic approvals in wambo.org as legally binding shall attach a signed copy of the PQ in wambo.org, in addition to the electronic approval in wambo.org.

Following acceptance of the PQ and proforma invoice, an electronic Purchase Order, which constitutes the legally binding agreement between the Buyer and i+solutions, will be issued through wambo.org.

The PQ Estimated Total is a ceiling amount and includes a Cost Fluctuation Buffer in an amount not exceeding 30% of freight costs to address any unanticipated price fluctuations and/or additional costs that may occur.

As the Buyer or the Third-Party Payer is required to make upfront payment, the Buyer or the Third-Party Payer will initially be invoiced for estimated product and logistics costs, in addition to the Cost Fluctuation Buffer. Once all items have been delivered, prior to PO closure, any unused amounts will be reimbursed to the Buyer (or Third-Party Payer as applicable) or the funds will be kept on i+solutions' account for future transactions, as instructed by the Buyer or Third-Party Payer. Therefore, the Buyer or the Third-Party Payer will ultimately be invoiced only for actual costs (such as but not limited to actual commodity costs, actual freight costs, actual QA/Insurance/Other costs, actual Import duties and taxes, and applicable i+solutions Procurement Fee). Any cost decreases or any unused amounts from the Cost Fluctuation Buffer will be reflected in the final financial reconciliation and refunded to the Buyer (or Third-Party Payer as applicable and as instructed by the Buyer) or be kept on i+solutions' account for future transactions. The Buyer or the Third-Party Payer may request a refund of amounts held for future transactions and not yet expended at any time. As applicable, the Third-Party Payer's request to refund amounts held by i+solutions and which originated with the Third-Party Payer shall control.

Validity of the Price Quote

The Price Quote shall be valid for the period of (fourteen) 14 calendar days or as otherwise stated in the PQ.

Purchase Orders

i+solutions will be notified of Buyer's approval of the PQ by means of an electronic Purchase Order (also referred to as "PO") released by wambo.org after the Global Fund's review. The receipt of an electronic PO constitutes instructions to proceed with creating an invoice for upfront payment by the Buyer or the Third-Party Payer in wambo.org.

i+solutions proceeding with order placement is contingent upon receiving payment, proof of which will be provided by the Buyer or the Third-Party Payer as an attachment in the comments section

of wambo.org and emailed by the Buyer or the Third-Party Payer to the Global Fund and i+solutions

For Global Fund-managed categories, i+solutions' confirmation of receipt of payment will serve as notification to the Global Fund to perform the manufacturer allocation via a PO revision. Only once this revised PO has been received (for Global Fund-managed categories) or once i+solutions confirms receipt of payment and the proforma invoice is approved (for i+solutions-managed categories), will i+solutions proceed with order placement.

i+solutions is responsible for placing the orders set forth in the PO in conformance to the Global Fund's sourcing strategy, pursuant to a Framework Agreement or as otherwise agreed, once the full payment has been received from the Buyer or the Third-Party Payer. Further, i+solutions is responsible for managing the execution of the orders; notifying the Buyer and the Global Fund of the applicable estimated delivery date, arranging cost effective shipping and insurance against risk of theft, loss, damage, or destruction to Ship to Address specified in the relevant PQ.

The PO shall be valid for a period of 30 calendar days, after which, if payment has not been received, the prices cannot be guaranteed, and a new PQ, PO and invoice may need to be issued.

Changes and cancelations

Once the Buyer has accepted the PQ and agreed to the terms and conditions stated herein, the Buyer cannot cancel or amend the order if: a) i+solutions has already placed an order with a Supplier and the Supplier refuses the cancellation or amendment; or b) The Health Products have already been dispatched to the Buyer. On the occasion where an order in process can be cancelled, the Buyer or the Third-Party Payer will be responsible for the payment of all applicable cancellation costs.

In the event that any change to the original PO, at the request of the Buyer, the Global Fund or i+solutions, is possible, and such change requires the reissuance of an updated PQ and a re-approval process (with signature, if applicable) in wambo.org , i+solutions will issue a revised PQ which will replace any previously agreed to product specifications, quantity, shipping dates, unit costs, logistics costs, or product availability and lead time. After approval (and signature, if applicable) of the PQ by the Buyer, an amended electronic PO will subsequently be issued to i+solutions. An additional invoice will be issued to cover any additional costs, and up-front payment for such additional costs will be required for the order to move forward.

Shipment and delivery

i+solutions will be responsible for the timely delivery of Health Products to the Buyer's Ship to Address as specified in the PQ or with updated lead time as communicated by i+solutions upon Supplier's confirmation at time of order placement except for:

i. delays caused by Force Majeure Events
ii. delays in the importation and customs clearance of the Health Products (as applicable) that are outside i+solutions' control
iii. delays in delivery caused by sampling and testing conducted as required by the Buyer or Global Fund
iv. other delays outside i+solutions' and its Suppliers'/agents' control.

i+solutions will be responsible for the loss or damage of the Health Products while within its care, custody, and control until the Ship to Address as specified to the PQ as per the agreed Incoterm.

The Buyer will be responsible for:

i. The costs of storage, handling, and transportation from the designated delivery point onward.

ii. Obtaining all necessary clearances and authorizations from the relevant national authorities of the country in which the Health Product(s) is being imported and for paying fees, levies, demurrage charges and duties required in connection with such importation.

i+solutions will not be responsible for any delays resulting from the non-availability of these clearances and authorizations.

Notes:

- 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. Short falls will be short closed.
- Where a manufacturer can only supply in full cartons, the quantity supplied will be adjusted to the nearest carton size, reflected in the shipping documentation and invoiced.

Supplier warranties

i+solutions shall ensure that the Supplier represents, warrants and covenants that:

i. All Health Products, including the packaging and labelling of such products, and services, to be supplied are new, of good quality, design, materials, construction and workmanship, free from any defects (including defects in design, materials or workmanship), are manufactured, stored and distributed in accordance with Good Manufacturing Practices, Good Storage Practices and Good Distribution Practices (deemed to mean the standards and guidance issued by the WHO), and do not infringe any patent of any third party or constitute a misappropriation or infringement of the trade secrets or other intellectual properties rights of any third party;
ii. All Health Products shall be transferred to the Buyer free and clear of any liens, claims, encumbrances or security interest of any kind;
iii. All Health Products conform strictly to the specifications, approved samples and industry standards;
iv. All Health Products and services are fit for the purposes for which such products and services are ordinarily used and that the Health Products are stored and packaged adequately to protect the integrity of the product during shipment, storage, recipient distribution and patient use when in compliance with storage recommendations of the Supplier/manufacturer;
v. All Health Products are designed, processed, produced, manufactured and will be delivered, and/or that the services will be performed, in compliance with all applicable laws and regulations (including, without limitation, environmental, health and safety laws and regulations, laws, regulations and approvals governing the manufacture of the Health Products).

All Supplier/manufacturer's warranties offered to i+solutions shall be passed on to the Buyer.

Confirmation of Receipt

The Buyer will be responsible for updating the status of receipt for its products within 14 calendar days of delivery to the agreed upon Incoterms. The Buyer will provide these updates into the i+solutions Confirmation of Receipt portal. For any Health Products that have been delivered with issues or problems, the Buyer will provide the following information to i+solutions (email correspondence shall also be in copy to the Global Fund):

i. Buyer may issue a written notice to i+solutions regarding any variance together with supporting documentation that may be used to verify the statements made in the notice (e.g. photographs, packing list, vendor invoice).
ii. Buyer may reject the Non-Conforming Products. Where it was established that loss or damaged occurred until the items are delivered as per the agreed Incoterm, the Buyer may obtain a full refund or prompt replacement at i+solutions' sole expense.

iii. Failure to provide a written claim within the 14 calendar days shall constitute acceptance that the Health Products were delivered fully compliant and in good condition.

Insurance

The Health Products will be insured for 110% of the invoice value from Supplier to the agreed Incoterm. However, for countries with an increased country risk as a result of war on land (WOL), the insurance will not cover any damage or loss in country within countries with an increased country risk as a result of WOL. i+solutions shall follow the official IHS Foresight Country Risk 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, i+solutions will examine together with the Buyer if a WOL cover is necessary or in case the PR demands that a WOL cover is established then i+solutions shall provide an additional premium applicable to the country to cover WOL, as described in the PQ. The Parties may examine alternative solutions (e.g. delivery to a different location).

Invoicing

After the issuance of the PO, the PSA will submit an invoice to the Buyer (or Third-Party Payer if applicable) for payment within 30 days. If payment is not received within the 30 day period i+solutions retains the right to cancel or modify the PQ and/or PO. A new PQ, PO and invoice may be issued at the Buyer's discretion.

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 i+solutions. In such a case, the Buyer may agree that the invoice be addressed and sent to the Third-Party Payer.

i+solutions will only place the relevant orders, including the orders with Suppliers, once the full amount of the Purchase Order has been received. Proof of the payment shall be sent by email to the Global Fund and i+solutions, and attached in the comments section in wambo.org, by the Buyer or the Third-Party Payer, if applicable. i+solutions will confirm receipt of funds through an acknowledgement on wambo.org, which will be transmitted to the Global Fund Sourcing category lead.

i+solutions will submit a credit note electronically in wambo.org once all costs have been incurred, after which any excess funds will be returned to the Buyer (or the Third-Party Payer, as instructed by the Buyer) within 30 calendar days of issuance of a credit note or held on i+solutions' account upon the Buyer's or the Third-Party Payer's request.

In the event of a negative (outstanding) balance, the 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 i+solutions within 30 calendar days from receipt of the Invoice. The Buyer or the Third-Party Payer will send the proof of payment by email to the wambo.org team and i+solutions, and attached in the comment section in wambo.org. i+solutions will confirm receipt of funds through an acknowledgement on wambo.org.

An invoice summary of all costs associated with a particular PO will be available in wambo.org at the time of the PO closure, when all balances due to either i+solutions or the Buyer (or Third-Party Payer on behalf of the Buyer, as applicable) have been settled and the proof of payment (payment date) shared with Global Fund Financial Controller.

Confidentiality

Both i+solutions and the Buyer will keep confidential all information designated as such unless compelled by the Global Fund or by applicable law. However, there will be no obligations of confidentiality or restrictions to the extent that the receiving party can demonstrate that any part thereof was:

i. Known to it prior to any disclosure by the disclosing party,
ii. Was in the public domain at the time of disclosure by the disclosing party,
iii. Becomes part of the public domain through no fault of the receiving party, and/or
iv. Becomes available to the receiving party from a third party not in breach of any legal obligation of confidentiality.

Dispute resolution

If any dispute, controversy or claim arises between the Buyer and i+solutions, the parties agree that before submitting such dispute, incident or claim to arbitration as set out in the paragraph below, representatives of each party shall, for a period of 30 calendar days after notice of such matter is formally submitted to either of such representatives in writing, attempt in good faith to negotiate the resolution of the matter. The parties shall inform the Global Fund of such dispute, incident or claim.

Subject to the amicable resolution described in the paragraph above, any dispute, incident or claim between the Buyer and i+solutions shall be finally settled by arbitration under the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules at present in force. 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.

Patents

The Buyer confirms that by placing an order for Health Products, it does not violate the applicable laws and regulations governing the patent protection of pharmaceutical products or other health products as applicable.

Additional Requirements

- Public announcement

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

- Use of logo

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

- 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:

i. Strive to protect children from harm.
ii. Use language and behavior that is age-sensitive, culturally appropriate and respectful.
iii. Never use language that is condescending, harassing, abusive or sexually provocative.
iv. 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.
v. Never be alone with a child or children;
vi. Never possess, access, or distribute child pornography or take degrading, sexually suggestive or otherwise inappropriate photographs.
vii. 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, PSA shall report to the Buyer any behavior PSA 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.

- Sexual exploitation, abuse and harassment

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

- Lobbying activities

PSA warrants that no funds it receives pursuant to this 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.

- Relation with tobacco and arms industry

PSA 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 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.

- Audit and access

PSA 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, which document uses of the Buyer funds (or the 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.

PSA shall permit the Buyer and/or the Third-Party Payer (if applicable) and/or persons appointed by the Buyer and/or the Third-Party Payer to inspect the applicable 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 the Third-Party Payer, if applicable, if requested by such Third-Party Payer.

- Compliance with laws; IP, privacy and publicity rights

PSA 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.

- Sanctions

PSA certifies 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, PSA should refer to the consolidated list available online at: https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list.

- Fraud and Corruption; conflicts of interest

PSA 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:

i. "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;
ii. "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;
iii. "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;
iv. "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;
v. "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 an 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 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 the Third-Party Payer and the Buyer, take other appropriate actions, including declaring mis-procurement, if the Third-Party Payer determines at any time that representatives of a recipient 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 such Third-Party Payer, financially or in

any other manner;[1] (ii) to be a nominated[2] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a contract financed by such Third-Party Payer; and (iii) to receive the proceeds of any loan made by such Third-Party Payer or otherwise to participate further in the preparation or implementation of any project financed by such Third-Party Payer.

PSA 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. PSA shall fully cooperate with any independent investigation commissioned by the Buyer or any Third-Party Payer (if applicable) into any Conflict of Interest during the validity of the PO.

Definitions *(applicable to these Terms and Conditions, POs, and/or other related documents)*

- **Buyer's Authorized Representative**: means the authorized representative at the Buyer who is formally authorized to sign off on the Price Quote. It is the Buyer's responsibility to ensure that the Price Quote is only approved and/or signed, as applicable, by the Buyer's Authorized Representative;
- **Consign to Address**: means the name and address of consignee as designated by the Buyer;
- **Cost Fluctuation Buffer**: means a refundable charge added to allow for price fluctuations (such as for shipping costs or Currency fluctuation rates);
- **Non-Global Fund funding**: Resources mobilized by a country, whether arising from government revenues, social health insurance, loans, debt relief, private sector or donor grants (other than Global Fund grants).
- **Estimated delivery date**: means the estimated date the Health Products will be delivered to the agreed Incoterm;
- **Estimated Freight**: means the estimated costs of transport to the agreed Incoterm;
- **Estimated insurance, quality assurance & others**: means estimated cost for insurance, quality control and other costs;
- **Expiry date** (for manufactured stock only): means the expiry date of the offered stock product;
- **Force Majeure**: means any occurrence of natural causes or human agency that is beyond the control of, and could not have been prevented or avoided by the parties, including but not limited to such events as war (whether declared or not), natural disasters, terrorism, invasion, revolution, insurrection, civil unrest, strikes/labor actions, pirates, or another act of a similar nature of force that is beyond the control of the relevant party;
- **Health Products**: means the health products whose order fulfillment has been awarded to i+solutions by the Global Fund, and which are procured by the Buyer under these Terms and Conditions;
- **Import duties and tax**: means estimated costs of any import duties and/or taxes that may apply for the importation of Health Products;
- **Incoterm**: means latest version of Incoterms as issued by the International Chamber of Commerce, Paris, France);
- **Pilot Program**: means the Global Fund's pilot program whose objective is to extend the benefit of the Procurement Pooled Mechanism to organizations using non-Global Fund funding through wambo.org;

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[1] For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

[2] A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) directly appointed .

- **Procurement Services Agent** or **PSA**: means the Procurement Service Agent (PSA) means a Procurement Services Agent selected by the Global Fund to act as an agent on behalf of Buyer in the procurement of Health Products through wambo.org. Stichting i+solutions (i+solutions) is a selected PSA;
- **Product description**: means the generic name of the Health Product(s);
- **Procurement Fee**: means the procurement fee as applicable to the Price Quote;
- **PSA Authorized Representative**: means the authorized representative at i+solutions who is formally authorized to sign off on the Price Quote. It is the PSA's responsibility to ensure that the Price Quote is only signed by PSA Authorized Representatives.
- **Purchase Order** or **PO**: means an agreement between i+solutions and a Buyer for the procurement and delivery of Health Products;
- **Purchase Requisition**: the purchase requisition means the procurement request created by the Buyer in wambo.org for submission to the PSA.
- **Registration in country**: means an indication if the offered product is registered in the country of receipt;
- **Need by date**: means the date as requested by the Buyer in the Purchase Requisition per product line for delivery of the Health Products to the indicated Inco place;
- **Ship to Address**: means the location for the delivery of the product(s) as designated by the Buyer in their Purchase Requisition in wambo.org. Ship to Address can also be referred to as Designated Delivery Point;
- **Third-Party Payer**: an entity paying to i+solutions on behalf of and at the request of the Buyer the full amount of the invoice(s), as described in the applicable wambo.org onboarding form.
- **Shelf life**: means the period from the date of manufacture of the relevant Health Product to the Expiry Date (as specified by the manufacturer), during which full compliance of the products with the manufacturer's standards is guaranteed by the manufacturer;
- **Supplier**: collectively means wholesalers, subcontractors, service providers, distributors, and/or manufacturers of Health Product(s); in some cases the name of the Supplier will appear on the Price Quote;
- **wambo.org Purchase Requisition no.**: means the number that the wambo.org system automatically assigns to the Purchase Requisition.