i+solutions Terms & Conditions for PPM Orders

July 2024

Governance

The Terms and Conditions are governing the relationship between Stichting i+solutions (hereinafter referred to as "i+solutions") and the principal recipient of the Global Fund grant (hereinafter referred to as "Principal Recipient" or "PR"). Transactions are governed by the Outsourced Services Agreement to Support the Implementation of the Global Fund's the Pooled Procurement Mechanism, signed between the Global Fund to Fight AIDS, Tuberculosis and Malaria and Stichting i+solutions (the "Global Fund Agreement"). In case of discrepancy between the terms of these Terms and Conditions and the terms of the Global Fund Agreement, the terms of the latter shall prevail.

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 Principal Recipient.

The Principal Recipient will request Health Products in compliance with the Global Fund's Quality Assurance Policies. In addition, the Principal Recipient 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 Principal Recipient understands that without the aforementioned documentation, the delivery of the requested Health Products may be disrupted. The PR shall provide that information as part of the on-boarding process into wambo.org. Prior to delivery of Health Products, i+solutions will provide to the Principal Recipient all documents required for the importation and customs clearance of the Health Products (e.g. 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 PR will ensure all duty and tax waivers required for product importation and use in country are in place to adhere to both local tax requirements and the tax requirements of the grant agreement between the PR and the Global Fund.

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 Global Fund 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 the Global Fund and the Principal Recipient in connection with the replacement of such Health Products. Upon communication by i+solutions or the Global Fund, the Principal Recipient 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 Principal Recipient and shared with i+solutions through wambo.org for quote.

The Price Quote and the present Terms and Conditions shall constitute a legally binding offer by i+solutions to the Principal Recipient 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 to procurement mechanisms through wambo.org. Principal Recipients confirm acceptance of the Price Quote by approving it in wambo.org; Principal Recipients that do not recognize electronic approvals in wambo.org as legally binding shall, in addition to the electronic approval in wambo.org, attach a signed copy of the Price Quote in wambo.org. Following acceptance of the Price Quote, an electronic Purchase Order, which constitutes the legally binding agreement between the PR and i+solutions, will be issued through wambo.org.

The Price Quote may include a Cost Fluctuation Buffer amounting to 30% of the freight estimate value, which can be used for potential increases in cost.

All costs related to the Health Products and services provided by i+solutions to the PR, but not encompassed within the Procurement Fee, including but not limited to Estimated Freight, Estimated insurance, quality assurance & others, insurance and Cost Fluctuation Buffer where applicable shall be included in the PQ.

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 PR's Price Quote approval by means of an electronic Purchase Order released by wambo.org upon the Global Fund's review. The receipt of an electronic Purchase Order constitutes both instructions to proceed on order placement and confirmation from the Global Fund to proceed up to the ceiling amount of the signed Price Quote. For PRs that do not recognize electronic approvals in wambo.org as legally binding, i+solutions proceeding is contingent on a copy of the signed Price Quote provided by the PR being included as an attachment into wambo.org.

i+solutions is responsible for placing the orders set forth in the Purchase Order, in conformance to the Global Fund's sourcing strategy, pursuant to a Framework Agreement or as otherwise agreed within the scope of the Global Fund Agreement; further, i+solutions is responsible for managing the execution of the orders; notifying the PR 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.

Changes and cancelations

Once the Principal Recipient has accepted the Price Quote and agreed to the terms and conditions stated herein, the Principal Recipient 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 Heath Products have already been dispatched to the Principal Recipient. On the occasion where an order in process can be cancelled, the Principal Recipient will be responsible for the payment of all applicable cancellation costs to the Supplier(s).

In the event a change to the Purchase Order, at the PR, Global Fund or i+solutions' request, is possible, this change will be done in accordance with the PPM Operational Policy Notice and PPM Operational Procedures, as modified from time to time, which requires that the PR's approval is sought only in case of *material change*, as defined by the PPM Operational Procedures, as modified from time to time.

Shipment and delivery

i+solutions will be responsible for the timely delivery of Health Products to the Principal Recipient's Ship to Address as specified in the PQ or per updated lead time as communicated by i+solutions upon Supplier's confirmation at time of order placement except for (a) delays caused by Force Majeure Events (b) delays in the importation and customs clearance of the Health Products (as applicable) that are outside i+solutions' control (c) delays in delivery caused by sampling and testing conducted according to the Global Fund's policies (d) other delays outside i+solutions' and its Suppliers'/agents' control.

Principal Recipient responsibilities

- The Principal Recipient will be responsible for the costs of storage, handling, and transportation from the designated delivery point onward.
- The Principal Recipient, at their full discretion, may provide their approval to ship the Health Product(s) without having all the importation documents in place by the time of departure of the Health Product(s) from the supplier to the destination.
- The Principal Recipient is responsible for: (a) obtaining all necessary clearances and authorizations from the relevant national authorities of the country in which the Health Product(s) is being imported, (b) providing the authorization to ship and (c) informing i+solutions of when those clearances and authorizations status change.
- The Principal Recipient is responsible for paying fees, levies, demurrage charges (if it is due to PR's inefficiencies) and duties required in connection with such importation.
- The Principal Recipient will (a) indemnify the Global Fund and/or i+solutions and (b) bear all damages, costs or expenses associated with the imported Health Product(s), arising out of or in connection with delays resulting from the non-availability of the clearances and authorizations for which the Principal Recipient is responsible for, including but not limited to associated demurrage and detention fees.

i+solutions responsibilities

- i+solutions will be responsible for providing the correct documentation first-time required for any clearances and authorizations, such as but not limited to transportation documents and/or product documents, as well as for providing the authorization to ship once the documentation is in order and the confirmation hereinafter from the Principal Recipient received. The Principal Recipient will review the provided documentation and confirm prior of the Health Product (s) departure from origin that those can be used to obtain necessary clearances and authorizations from the relevant national authorities of the country in which the Health Product(s) is being imported.
- i+solutions will indemnify the Global Fund and Principal Recipient for any actual damages, costs or expenses incurred, resulting from i+solutions' delay in providing the correct documentation and the authorization to ship as described above.
- i+solutions will not be responsible for any delays resulting from the non-availability of the clearances and authorizations for which the Principal Recipient is responsible.
- 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.

Note: 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.

Note: 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:

1. 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;
2. All Health Products shall be transferred to the PR free and clear of any liens, claims, encumbrances or security interest of any kind;
3. All Health Products conform strictly to the specifications, approved samples and industry standards;
4. 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;
5. 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 PR.

Confirmation of Receipt

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

1. 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).
2. Principal Recipient will have the option to 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 Principal Recipient may obtain a full refund or prompt replacement at i+solutions' sole expense.
3. 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 follows 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 PR if a WOL cover is necessary in accordance with the official Country Risk HIS Foresight. If parties agree that 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).

Price and Quality Reporting

Upon delivery of all items quoted in the Price Quote, i+solutions will manage data entry into Price and Quality Reporting (PQR) for all orders as defined by the Global Fund.

Invoicing

The Global Fund shall pay, on behalf of a Principal Recipient, the costs specified in the Purchase Order through the direct disbursement mechanism subject to the following conditions: (i) the procurement of the relevant Health Products was approved by the Principal Recipient and the system generated a Purchase Order; (ii) the procurement of the relevant Health Products was approved by the Global Fund; and (iii) the terms and conditions set out in the relevant Purchase Order were met. i+solutions shall not confirm any orders with Suppliers until the Purchase Order is generated by the system. The payment modalities are described in the Global Fund PPM Operational Policy Note and Operational Procedures –as amended from time to time and currently located at https://www.theglobalfund.org/media/3266/core_operationalpolicy_manual_en.pdf?u=636917016390000000.

i+solutions will regularly submit invoices electronically into wambo.org as costs are incurred. An invoice summary of all costs associated with a particular purchase order will be managed by and available into wambo.org.

All Health Products costs and reasonable costs related to the services provided by i+solutions to the PR, but not encompassed within the Procurement Fee, including but not limited to transport, insurance, security, importation taxes, customs clearance, handling charges, demurrage charges, temporary warehousing and inland transportation shall be charged at actual cost to the PR, unless there is a specific agreement.

Any deviations from duty and/or tax requirements of the grant agreement between the PR and the Global Fund will require written approval by the Global Fund.

Confidentiality

Both i+solutions and the Principal Recipient 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 a) known to it prior to any disclosure by the disclosing party b) was in the public domain at the time of disclosure by the disclosing party c) becomes part of the public domain through no fault of the receiving party or d) becomes available to the receiving party from a third party not in breach of any legal obligation of confidentiality.

Dispute resolution

In case of disagreement between i+solutions, and the Principal Recipient or the Global Fund, on quality issues or Non-Conforming Products, the Health Products concerned shall be tested by a Quality Control laboratory or testing agency compliant with quality assurance requirements as stated in the Global Fund Quality Assurance Policies to be selected by mutual agreement between i+solutions and the Global Fund. The Principal Recipient and i+solutions agree that the results of the tests performed by the third-party Quality Control laboratory or testing agency shall be final and not be challenged by either of them. i+solutions shall use its commercial best effort to insure that this process is acknowledged and agreed by its suppliers, including its suppliers holding a framework agreement.

If any dispute, controversy or claim arises out between the PR and i+solutions, the parties agree that before submitting such dispute, controversy 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, controversy or claim.

Subject to the amicable resolution described in the paragraph above, any dispute, controversy or claim between the PR 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 PR 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.

List of definitions

- Consign to Address: means the name and address of consignee as designated by the PR;
- Cost Fluctuation Buffer: means a refundable charge added to allow for price fluctuations (such as for shipping costs or Currency fluctuation rates);
- 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 Principal Recipient 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);
- Label language if needed: means an indication of the product label language;
- Mode of Shipment: means whether shipment is planned via road, air, or sea;

- Price Quote expiry date: means the date until when the Price Quote is valid;
- Procurement Fee: means the procurement fee as applicable to the Price Quote;
- Procurement Services Agent or PSA: means a procurement services agent selected by the Global Fund to act as an agent on behalf of Principal Recipients 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);
- 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 Principal Recipient for the procurement and delivery of Health Products;
- Purchase Requisition: means the procurement request created by the Principal Recipient in wambo.org for submission to +solutions.
- Quoted unit price: means the price negotiated by Global Fund with respective manufacturers under the Global Fund framework agreements or where those do not exist, the unit price based on a solicitation to Suppliers by i+solutions;
- Recipient's Authorized Representative: means the authorized representative at the Principal Recipient who is formally authorized to sign off on the Price Quote. It is the PR's responsibility to ensure that the Price Quote is only approved and/or signed, as applicable, by Recipient Authorized Representative(s);
- Registration in country: means an indication if the offered product is registered in the country of receipt;
- Requested delivery date: means the date as requested by the PR 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 Principal Recipient in their Purchase Requisition in wambo.org. Ship to Address can also be referred to as Designated Delivery Point;
- Total shelf life: means the period from the date of manufacture of the relevant 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.