

**** Amended Purchase Order ****

This Purchase Order has been modified from a change order on Aug 11, 2020. The following information pertains to Purchase Order APO20-00012226 version: 1. This change order serves to revoke and replace, in its entirety, the Purchase Order referenced herein.



Pan American Health Organization (PAHO/WHO)
Regional Office of the World Health Organization
Office of Procurement

525 23rd Street N.W.
Washington, DC
20037

Telephone: 202-974-3000

**PURCHASE ORDER**

NO: APO20-00012226
Date: 10 Sep 2020

To:

Fresenius Kabi AG
 Islands Brygge 57
 2300 Copenhagen
 Denmark
 Attn. Linda Ravnholdt

Ship To:

MINISTERIO DA SAUDE/DEPARTAMENTO DE LOGÍSTICA
 EM SAÚDE-DLOG/DIIMP CNPJ: 00.394.544/0008-51
 Esplanada dos Ministérios, BL G – Anexo A, sala 431
 Brasilia- DF
 CEP 70.310-500
 Brazil
 Email: lista.importacao@saude.gov.br / Tel: +55 (61)
 33152616

#	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	CURRENCY	TOTAL AMOUNT
1	ROCURONIUM 50MG SOL. INJ. AMPOULE/ 5ML, BOX/10 Labels: Portuguese Shelf life: 31 May 2023 Manufacturer: Fresenius Kabi Country of origin: Austria Product not registered in Brazil	5,488	Box	20.000000	USD	109,760.00
2	ROCURONIUM 50MG SOL. INJ. AMPOULE/ 5ML, BOX/10 Labels: Portuguese Shelf life: 30 Abril 2023 Manufacturer: Fresenius Kabi Country of origin: Austria Product not registered in Brazil	6,832	Box	20.000000	USD	136,640.00
4	AIR FREIGHT CHARGES/CARGOS POR FLETE AEREO				USD	28,845.12
5	INSURANCE CHARGES/CARGOS POR SEGURO				USD	588.68

ESTIMATED DELIVERY DATE: 21-Sep-2020

PAHO'S CONTACT: LUIS ESTRADA - ESTRADALUI@PAHO.ORG - +1 (202) 974-3016

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**NO: APO20-00012226
Date: 10 Sep 2020**

PAYMENT TERMS: NET 30

INCOTERMS 2020: CIP - INTERNATIONAL AIRPORT OF GUARULHOS, SAO PAULO, BRAZIL

TERMS:

*****AMENDMENT I *****

THE AMENDMENT IS REFLECTING A REDUCTION OF THE TOTAL ORDERED UNITS FROM 12348 BOXES TO 12320 BOXES, AS INFORMED BY THE VENDOR ACCORDING TO LATEST AVAILABILITY OF THEIR PRODUCT. ADDITIONAL CHANGES INDICATING THE UNITS FOR EACH LOT TO BE SHIPPED, AND THE BREAKDOWN OF FREIGHT AND INSURANCE.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

* PAYMENT SHALL BE MADE WITHIN THIRTY (30) DAYS FROM THE ARRIVAL OF SHIPMENT TO DESTINATION AND PREVIOUS RECEIPT OF THE CUSTOMARY SHIPPING DOCUMENTS.

GOODS SHOULD BE PROPERLY PACKED FOR INTERNATIONAL FREIGHT TRANSPORT. SHIPMENT MUST BE INSURED AND FREIGHT PREPAID.

ALL SHIPPING DOCUMENTS AND PACKAGES MUST INCLUDE THE FOLLOWING MARKS:

APO NO.: APO20-00012226
REQ NO.: REQ20-00006678
GRANT NO.: BRA904-LC
MANUFACTURER:
COUNTRY OF ORIGIN:

- DO NOT CONSOLIDATE OR MAKE PARTIAL SHIPMENTS WITHOUT WRITTEN PRIOR APPROVAL FROM PAHO.
- AIR SHIPMENTS: USE THE MOST DIRECT ROUTE POSSIBLE. IF A DIRECT ROUTE IS NOT AVAILABLE THE NUMBER OF TRANSFER POINTS SHOULD BE HELD TO THE MINIMUM AND MUST NOT EXCEED 72 HOURS OF TRANSIT TIME.
- THE SUPPLIER MUST INFORM PAHO/PRO OF ANY DELAYS IN DELIVERY AT LEAST TWO WEEKS PRIOR TO DEPARTURE OF SHIPMENT FROM POINT OF ORIGIN, ONCE AUTHORIZATION FOR DISPATCH IS GRANTED.
- THE COMMERCIAL INVOICE MUST BE SIGNED AND STAMPED, AND IT SHALL SHOW THE INCOTERM AS PER PURCHASE ORDER AND THE AMOUNTS OF GOODS, FREIGHT AND INSURANCE MUST BE ITEMIZED SEPARATELY.
- PRIOR TO SHIPMENT, EMAIL COMPLETE SHIPPING DETAILS AND DOCUMENTS TO PAHO'S CONTACT AS INDICATED ABOVE.
- DO NOT PROCEED WITH SHIPMENT IF ANY DOCUMENTATION LISTED ON THIS PURCHASE ORDER IS NOT READY OR VALID.

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EMAIL INVOICES FOR PAYMENT TO THE PAN AMERICAN HEALTH ORGANIZATION, WASHINGTON D.C.

ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO THE GENERAL TERMS AND CONDITIONS ATTACHED THERETO.

INSTRUCTIONS FOR SHIPMENTS OF PHARMACEUTICAL PRODUCTS

SHIPMENTS SHALL BE BOOKED AND DELIVERED IN ACCORDANCE WITH THE INSTRUCTIONS BELOW. THE SUPPLIER WILL BE RESPONSIBLE FOR ANY ADDITIONAL CHARGES INCURRED AT DESTINATION DUE TO NON-COMPLIANCE OR DELAY IN PROVIDING THE FOLLOWING INFORMATION:

- FLIGHT INFORMATION TO FINAL DESTINATION
- PRELIMINARY SHIPPING DOCUMENTS FIVE DAYS PRIOR TO ETA
- MAWB FOR THE FINAL FLIGHT SEGMENT TO THE DESTINATION COUNTRY
- DELIVERY WITHOUT AUTHORIZATION OR PRIOR NOTIFICATION

COUNTRY INSTRUCTIONS:

AN IMPORT LICENSE ISSUED BY BRAZIL'S REGULATORY AGENCY (ANVISA) IS REQUIRED FOR ALL SHIPMENTS OF PHARMACEUTICALS. IN ORDER TO OBTAIN SUCH PERMIT, PLEASE PROVIDE THE FOLLOWING DOCUMENTS AT LEAST 30 DAYS PLUS ESTIMATED TRANSIT TIME PRIOR TO THE DELIVERY DATE STATED ON THE PURCHASE ORDER:

1. INVOICE. PLEASE INCLUDE THE FOLLOWING INFORMATION AND REFER TO POINT IV FOR FURTHER GUIDELINES

- BREAK DOWN OF FREIGHT AND INSURANCE CHARGES
- HS AND NCM CODES
- INCOTERM
- COUNTRY OF ORIGIN
- TERMO DE COOPERACAO
- COUNTRY OF MANUFACTURER (WHEN APPLICABLE)

* WHEN PURCHASE ORDER IS ISSUED IN A CURRENCY OTHER THAN US DOLLARS, THE INVOICE MUST INCLUDE THE EXCHANGE RATE (I.E. USD/EUR).

* WHEN COUNTRY OF ORIGIN IS DIFFERENT FROM THE COUNTRY OF THE MANUFACTURER, THE INVOICE MUST SHOW BOTH NAMES AND ADDRESSES.

2. PACKING LIST
3. CERTIFICATE OF ORIGIN
4. CERTIFICATE OF ANALYSIS
5. VALID CERTIFICATE OF PHARMACEUTICAL PRODUCT
6. VALID GOOD MANUFACTURING PRACTICES CERTIFICATE
7. LEAFLET

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8. ARTWORKS FOR PRIMARY AND SECONDARY PACKAGING (WHEN APPLICABLE)
9. STABILITY STUDIES
10. A TSE (TRANSMITTING ANIMAL SPONGIFORM ENCEPHALOPATHY) STATEMENT LETTER
11. FORMS Q1, Q2 AND Q3, AS REQUIRED BY ANVISA's RDC No. 68/2003, MUST BE FILLED OUT BY SUPPLIER IN CASE RUMINANT ANIMAL ORIGIN MATERIAL IS PRESENT IN THE PRODUCT (PAHO'S BUYER WILL PROVIDE BLANK FORMS IF IT'S NECESSARY)

***ALL DOCUMENTS MUST BE PREPARED AS STATED ABOVE AND AS PER DETAILS INCLUDED ON POINT IV HEREUNDER. DO NOT DISPATCH WITHOUT PAHO'S APPROVAL ***

UPON RECEIVING GREEN LIGHT FROM PAHO, PLEASE INCLUDE THE FOLLOWING INFORMATION IN THE AWB:

NOTIFY PARTY:

PH: + 55 (61) 3315-2616

LISTA.DIVISAOIMPORTACAO@SAUDE.GOV.BR; LISTA.IMPORTACAO@SAUDE.GOV.BR

ALSO, PLEASE COURIER ORIGINAL INVOICE AND PACKING LIST TO CONSIGNEE'S CUSTOMS BROKER:

WEGH ASSESSORIA E LOGÍSTICA INTERNACIONAL LTDA
RUA JOSÉ DO PATROCÍNIO, Nº 220 - ACLIMAÇÃO - SÃO PAULO/SP - CEP 04108-000
PHONE +55 11 5908-5050 / 5572-4330 – EXT. 203
ATT: ROBERTA CRISTINA C. PEREIRA
E-MAIL: ROBERTA@WEGH.COM.BR

LABELLING AND PACKAGING

- SHIPMENTS MADE OF 10 SHIPPERS (CARTONS) OR MORE MUST BE PALLETIZED.
- UNPALLETIZED LOOSE SHIPPERS SHOULD BE WRAPPED WITH STRETCHABLE PLASTIC FILM AND SEALED WITH SECURITY PACKAGING TAPE.
- ISO PLASTIC PALLETS SHALL BE USED. IN CASE WOODEN PALLETS ARE THE ONLY AVAILABLE OPTION A FUMIGATION CERTIFICATE ISPM15 IS MANDATORY.
- PALLETS MUST BE WRAPPED WITH STRETCHABLE PLASTIC FILM AND ASSEMBLED WITH EDGE/CORNER PROTECTORS AND PLASTIC STRAPPING.
- EACH PALLET MUST BE COVERED WITH A POLY BAG.
- A LABEL OR MARKING SHOULD BE AFFIXED ON THE OUTER SHIPPING UNIT (SHIPPER OR PALLET) INDICATING THE MAXIMUM STACKING CAPACITY OR "DO NOT STACK".
- TO AVOID DAMAGE OF GOODS AT DESTINATION, IT IS RECOMMENDED THAT THE SECONDARY PACKAGE CONTAINS MARKINGS INDICATING THE MAXIMUM NUMBER OF BOXES THAT CAN BE STACKED.
- PALLET OR SHIPPER LABELS MUST ENABLE IDENTIFICATION OF ITS CONTENTS AND SOURCE.
- TEMPERATURE SENSITIVE SHIPMENTS: A PROPER TEMPERATURE RANGE IATA TIME AND TEMPERATURE SENSITIVE LABEL MUST BE PLACED ON EACH FACE OF EACH PALLET/SHIPPER. THE STORAGE TEMPERATURE RANGE MUST BE CLEARLY INDICATED ON THE PALLET/SHIPPER WITH THE MANUFACTURER'S RECOMMENDED TEMPERATURE RANGE, WHICH SHOULD BE VISIBLE FOR PERSONNEL HANDLING THE GOODS DURING TRANSIT OR AT DESTINATION. A "DO NOT FREEZE" WATER RESISTANT LABEL MUST BE

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PLACED ON EACH FACE OF THE PALLET/SHIPPER.

•IF PER EXPORT REGULATIONS PRODUCT MUST BE SHIPPED AS DANGEROUS GOODS DUE TO ANY OF ITS COMPONENTS, A PROPER IATA DANGEROUS GOODS LABEL MUST BE PLACED ON EACH FACE OF EACH PALLET/SHIPPER.

REMINDER: GOODS SHALL BE MANUFACTURED IN COMPLIANCE WITH SPECIFICATIONS SET FORTH IN THE LAST EDITION OF AN INTERNATIONALLY RECOGNIZED PHARMACOPOEIA AND/OR VALIDATED IN-HOUSE METHODS***

SHIPPING INSTRUCTIONS**I. BOOKING**

BOOKINGS FOR ALL LEGS SHOULD BE REQUESTED AS SOON AS GREEN LIGHT FOR DISPATCH IS GIVEN BY PAHO AND SHOULD BE PLANNED WELL IN ADVANCE OF THE ESTIMATED DELIVERY DATE SET IN THE PURCHASE ORDER. FLIGHT DETAILS SHALL BE FURNISHED TO PAHO BY E-MAIL ONLY AT LEAST FIVE BUSINESS DAYS PRIOR TO THE DATE OF ARRIVAL OF THE SHIPMENT. UNLESS OTHERWISE SPECIFIED BY PAHO, THE NOTIFICATION OF FLIGHT DETAILS SHALL INCLUDE:

- PURCHASE ORDER AND REQUISITION NUMBERS
- DATE AND TIME OF DEPARTURE AND ARRIVAL, AIRLINE FLIGHT NUMBER(S), ALL TRANSIT ROUTES AND DATES AND PORT OF ENTRY
- AIRWAY BILL NUMBER(S)
- NUMBER OF PIECES, GROSS WEIGHT AND PACKAGING SPECIFICATION (PALLETS OR LOOSE CARTONS)
- PICTURE OF SHIPPING LABELS IN THE MOST OUTER SHIPPING UNIT (SHIPPING CARTON OR PALLET, AS APPLICABLE)

II- DELIVERY

- HOUSE AIRWAY BILLS OR BACK-TO-BACK CONSIGNMENTS ARE NOT PERMITTED FOR THE FINAL FLIGHT SEGMENT UNLESS APPROVED IN WRITING AND IN ADVANCE BY PAHO.
- ALL SHIPPING DOCUMENTS MUST SHOW COMPLETE CONSIGNEE ADDRESS, AS SHOWN IN THE SHIP TO FIELD OF THE PURCHASE ORDER.
- DO NOT SHIP TEMPERATURE SENSITIVE PHARMACEUTICALS TO ARRIVE AT DESTINATION ON FRIDAYS, WEEKENDS OR HOLIDAYS, UNLESS WHEN AUTHORIZED IN ADVANCE BY PAHO.
- ALL SHIPMENTS MUST INCLUDE 1 SET OF ORIGINAL SHIPPING DOCUMENTS.
- DO NOT SHIP MEDICINES VIA COURIER, UNLESS THERE'S A WRITTEN AUTHORIZATION FROM PAHO.

III- INFORMATION TO BE INCLUDED IN THE AIRWAY BILL:

- THE FOLLOWING NOTATION SHALL BE INCLUDED IN THE BODY OF THE AWB: "CONSIGNEE SHALL ARRANGE FOR IMMEDIATE COLLECTION" AND "FREIGHT AGENT/CARRIER SHALL INFORM CONSIGNEE AND PAHO W.D.C.

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IMMEDIATELY BY PHONE AND/OR EMAIL IF THE SHIPMENT DOES NOT ARRIVE."

- UNDER THE CAPTION, "CONSIGNEE'S NAME AND ADDRESS": COMPLETE CONSIGNEE'S INFORMATION AS STATED IN THE PURCHASE ORDER.
- UNDER THE CAPTION, "HANDLING INFORMATION", THE NOTATION: "MEDICINES FOR HUMAN USE, URGENT, DO NOT DELAY."
- ALL AIRWAY BILL(S) MUST BE RATED. PHRASE "AS AGREED" IS NOT ACCEPTABLE.
- THE DESCRIPTION OF THE GOODS IN THE AIRWAY BILL MUST MATCH THE GENERIC DESCRIPTION OF THE GOODS IN THE COMMERCIAL INVOICE.
- AIRWAY BILLS OF TEMPERATURE SENSITIVE SHIPMENTS MUST SHOW THE EXACT RECOMMENDED TRANSPORT TEMPERATURE RANGE.

IV- REQUIRED DOCUMENTS FOR PHARMACEUTICAL PRODUCTS

- COMMERCIAL INVOICE AND PACKING LIST
THE INVOICE AND PACKING LIST MUST SHOW GROSS AND NET WEIGHTS, BATCH NUMBERS, QUANTITY AND MANUFACTURING AND EXPIRATION DATE(S). PACKING LISTS OF TEMPERATURE SENSITIVE PRODUCTS MUST SHOW THE EXACT RECOMMENDED STORAGE TEMPERATURE RANGE
- AIRWAY BILL
- INSURANCE CERTIFICATE. INSURED AMOUNT MUST BE THE 110% TOTAL VALUE OF THE INVOICE, REGARDLESS OF THE INCOTERM SET IN THE PURCHASE ORDER (EXCEPT EXW OR DDP).
 - CERTIFICATE OF ORIGIN ISSUED BY THE CHAMBER OF COMMERCE
 - CERTIFICATES OF ANALYSES FOR FINISHED PRODUCT
 - VALID CERTIFICATE OF GOOD MANUFACTURING PRACTICES (GMP). MUST BE VALID AT THE TIME OF DELIVERY
 - VALID CERTIFICATE OF PHARMACEUTICAL PRODUCT (CPP) ISSUED FOR THE RECIPIENT COUNTRY OR WITH MULTI-COUNTRY ANNEX. IF CPP FOR IMPORTING COUNTRY/MULTI-COUNTRY IS NOT AVAILABLE, PLEASE SUBMIT AVAILABLE CPP FOR APPROVAL. REGARDLESS OF THE IMPORTING COUNTRY, CPP MUST BE VALID AT THE TIME OF DELIVERY.

ALL DOCUMENTS MUST BE SIGNED AND STAMPED. DO NOT SHIP IF REQUIRED DOCUMENTS ARE NOT AVAILABLE OR VALID AT THE TIME OF DELIVERY

V- DOCUMENTS DISTRIBUTION

UNLESS OTHERWISE INDICATED BY PAHO IN THE PURCHASE ORDER, ONE ORIGINAL SET OF THE REQUIRED DOCUMENTS (ABOVE MENTIONED) SHALL BE SENT TO THE CONSIGNEE (BY COURIER) AS FAR IN ADVANCE OF SHIPMENT AS POSSIBLE, TO FACILITATE INITIATION OF THE CUSTOMS CLEARANCE PROCESS PRIOR TO THE ARRIVAL OF THE PRODUCT. THE COURIER TRACKING INFORMATION SHALL BE EMAILED TO PAHO IN WASHINGTON D.C. ANOTHER ORIGINAL SET SHALL ACCOMPANY THE SHIPMENT. FINALLY, PRIOR TO THE DEPARTURE OF THE SHIPMENT, A FULL SET OF SUCH DOCUMENTS SHALL BE EMAILED TO PAHO IN WASHINGTON D.C. PLEASE REFER TO THE DOCUMENTS DISTRIBUTION BELOW FOR FURTHER GUIDANCE.

****DOCUMENTS TO BE SHIPPED WITH THE SHIPMENT****

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- AIR WAYBILL (ALL ORIGINALS)
- COMMERCIAL INVOICE (ORIGINAL, SIGNED AND STAMPED WITH FRESH INK)
- PACKING LIST (ORIGINAL, SIGNED AND STAMPED WITH FRESH INK)
- INSURANCE CERTIFICATE (COPY)
- CERTIFICATE OF ORIGIN ISSUED BY THE CHAMBER OF COMMERCE (ORIGINAL)
- CERTIFICATES OF ANALYSES FOR FINISHED PRODUCT (COPY)
- VALID GMP (COPY)
- VALIDCPP (COPY)

****DOCUMENTS TO BE SENT VIA COURIER TO CONSIGNEE'S CUSTOMS BROKER AT LEAST 5 DAYS PRIOR TO THE ARRIVAL OF THE SHIPMENT****

- COMMERCIAL INVOICE (ORIGINAL, SIGNED AND STAMPED WITH FRESH INK)
- PACKING LIST (ORIGINAL, SIGNED AND STAMPED WITH FRESH INK)

VENDORS MUST PROVIDE COURIER TRACKING INFORMATION TO PAHO'S PROCUREMENT OFFICE BY EMAIL. ANY COSTS RELATED TO THIS SERVICE SHALL BE ITEMIZED AND INVOICED TOGETHER WITH THE FREIGHT AND INSURANCE CHARGES.

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IN ORDER TO PROCEED WITH THIS PURCHASE ORDER, A SIGNED COPY OF THIS PAGE MUST BE RETURNED (ATTENTION PROCUREMENT AND SUPPLY MANAGEMENT AREA -PRO), VIA EMAIL OR MAIL, THEREBY INDICATING THAT THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER ARE ACCEPTED.
TO RECEIVE PAYMENT VIA WIRE TRANSFER DIRECTLY INTO YOUR BANK ACCOUNT, INDICATE THE FOLLOWING INFORMATION ON EACH INVOICE:

BENEFICIARY NAME
BANK NAME
BANK ADDRESS
BANK ROUTING CODE, SWIFT CODE, OR ABA
ACCOUNT NUMBER
TYPE OF ACCOUNT
INTERMEDIARY BANK
INTERMEDIARY BANK ADDRESS
INTERMEDIARY BANK ROUTING

ALL INVOICES RELATED TO THIS PURCHASE ORDER MUST BE SUBMITTED FOR PAYMENT NO LATER THAN NINETY(90) DAYS AFTER FINAL SHIPMENT IS EFFECTED.

NAME/TITLE

SIGNATURE

DATE

To:

Fresenius Kabi AG
Islands Brygge 57
2300 Copenhagen
Denmark
Attn. Linda Ravnholdt

Document Total:**USD 275,833.80**
10 Sep 2020

**Daniel Rodriguez
Procurement Director**

Date

MC

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GENERAL TERMS AND CONDITIONS: CONTRACTS FOR GOODS AND/OR SERVICES

1. **LEGAL STATUS OF THE PARTIES/RESPONSIBILITY FOR EMPLOYEES:** The Contractor shall be considered as having the legal status of an independent contractor to PAHO. The Contractors personnel and sub-contractors shall not be considered in any respect to be the employees or agents of PAHO and shall have no right or authority, express or implied, to commit or otherwise obligate PAHO to a third party in any way. The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform services under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
2. **STANDARD OF PERFORMANCE:** The Contractor agrees that the goods and/or services provided under this Contract shall conform to the highest professional standards. The Contractor shall conform to all applicable laws, regulations and ordinances promulgated by the government of the country in which the goods or services are provided. Further, the Contractor agrees to utilize any information and/or documents obtained from or provided by PAHO for the purpose of the Contract exclusively for the activities agreed upon between PAHO and the Contractor.
3. **ASSIGNMENT:** The Contractor shall not assign, transfer, pledge or make other disposition of this Contract, or any part thereof, or of any of the Contractors rights or obligations hereunder, without the prior written authorization of PAHO. In addition, the assignee or transferee must agree in writing to be bound by all terms and conditions of this Contract.
4. **SUBCONTRACTING:** The Contractor shall first obtain the written approval of PAHO before subcontracting to a third party any of the Contractors responsibilities under this Contract. PAHOs approval shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.
5. **PURCHASE OF GOODS:** If the Contract involves, in whole or in part, the purchase of goods, the following conditions shall apply unless specifically stated otherwise in the Contract.
 - 5.1 **PACKAGING OF THE GOODS:** The Contractor shall package the goods for delivery in accordance with the highest standards of packaging for the type and quantities and modes of transport of the goods. The goods shall be packed and marked in a proper manner in accordance with the shipping instructions attached to the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law, including regulations for the transportation of hazardous materials, or by the transporters and manufacturers of the goods as per International Standards
 - 5.2 **EXPORT LICENSING:** The Contractor shall be responsible for obtaining any export licenses required with respect to the goods, products, or technologies, including software that is sold, delivered, licensed or otherwise provided to PAHO or its designee under the Contract. The Contractor shall procure any such license in an expeditious manner.

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5.3 TRANSPORTATION AND FREIGHT: Unless otherwise specified in the Contract, the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the goods in accordance with the requirements of the Contract. The Contractor shall ensure that PAHO or its designee receives all necessary transport documents in a timely manner so as to enable PAHO or its designee to take delivery of the goods in accordance with the requirements of the Contract.

5.4 DELIVERY OF GOODS: The Contractor shall hand over or make available the goods, and PAHO or its designee shall receive the goods, at the place and time designated under the Contract for their delivery. The Contractor shall provide to PAHO or its designee such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the goods shall be in the English language unless otherwise specified herein. The entire risk of loss, damage to, or destruction of the goods shall be borne exclusively by the Contractor until physical delivery of the goods to PAHO or its designee in accordance with the terms of the Contract. Delivery of the goods shall not be deemed in itself as constituting acceptance of the goods by PAHO.

5.5 INSPECTION OF GOODS: If the Contract provides that the goods may be inspected prior to delivery, the Contractor shall notify PAHO or its designee when the goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, PAHO or its designated inspection agents may also inspect the goods upon delivery in order to confirm that the goods conform to applicable specifications or other requirements of the Contract.

5.6 ACCEPTANCE OF GOODS: Under no circumstances shall PAHO or its designee be required to accept any goods that do not conform to the specifications or requirements of the Contract. PAHO or its designee may condition its acceptance of the goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall PAHO or its designee be obligated to accept any goods unless and until PAHO or its designee has had a reasonable opportunity to inspect the goods following delivery. If the Contract specifies that PAHO or its designee shall provide a written acceptance of the goods, the goods shall not be deemed accepted unless and until PAHO or its designee in fact provides such written acceptance. In no case shall payment by PAHO, in and of itself, constitute acceptance of the goods.

5.7 REJECTION OF GOODS: Notwithstanding any other rights or remedies available to PAHO under the Contract, if any of the goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, PAHO or its designee, at their sole option, may reject or refuse to accept the goods. Within thirty (30) days following receipt of notice from PAHO of such rejection or refusal to accept the goods, the Contractor shall, at PAHO's sole discretion and at no additional expense to PAHO, either:

5.7.1 provide a full refund upon return of the goods, or a partial refund upon a return of a portion of the goods, by PAHO or its designee;

5.7.2 repair the goods in a manner that would enable the goods to conform to the specifications or other requirements of the Contract; or

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5.7.3 replace the goods with goods that meet the specifications of the Contract.

5.8 In the event that PAHO or its designee elects to return any of the goods for the reasons specified in this Article, PAHO may procure the goods from another source. In addition to any other rights or remedies available to PAHO under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, inter alia, the costs of engaging in such procurement. Likewise, the Contractor shall pay all costs relating to the repair or return of the defective goods as well as the costs relating to the storage of any such defective goods and for the delivery of any replacement goods to PAHO or its designee.

6. WARRANTIES: In addition to and without limiting any other warranties, remedies or rights of PAHO stated in or arising under the Contract, the Contractor warrants and represents that:

6.1 The goods, including all packaging and packing thereof, and/or Services to be provided under the Contract conform to the specifications of the Contract, are fit for the purposes for which they are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

6.2 If the Contractor is not the original manufacturer of the goods to be provided under the Contract, the Contractor shall provide PAHO or its designee with the benefit of all manufacturers warranties in addition to any other warranties required to be provided under the Contract;

6.3 The goods and/or services are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

6.4 The goods and/or services are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

6.5 All goods are new and unused;

6.6 All warranties will remain fully valid following any delivery of goods and/or services for a period of not less than one (1) year following acceptance of the goods and/or services by PAHO or its designee in accordance with the Contract;

6.7 During any period in which the Contractors warranties are effective, upon notice by PAHO or its designee that the goods and/or services do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense:

6.7.1 correct the non-conformities,

6.7.2 replace defective goods with goods of the same or better quality, or

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6.7.3 fully reimburse PAHO for the purchase price paid for the defective goods or services, and remove defective goods if applicable.

6.7.4 The Contractor shall remain responsive to the needs of PAHO or its designee for any services that may be required in connection with any of the Contractors warranties under the Contract

7. TITLE: The Contractor warrants and represents that the goods delivered under the Contract are unencumbered by any third party title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the goods shall pass from the Contractor to PAHO or its designee upon delivery of the goods and their acceptance by PAHO or its designee in accordance with the requirements of the Contract.

8. INTELLECTUAL PROPERTY: All rights, including title, copyright and patent rights in any material produced under the terms of this Contract shall be vested in PAHO or its designee, which shall be entitled to modify or change the materials as it deems fit. The Contractor acknowledges and agrees that such materials constitute works made for hire for PAHO and that the use or supply to PAHO of the goods or services rendered under this Contract does not infringe any patent, copyright, design, trade name or trademark.

9. INDEMNIFICATION: The Contractor shall indemnify, defend and hold PAHO harmless from any actions or claims brought against PAHO pertaining to the alleged infringement of a patent, copyright, design, trade name, or trademark arising in connection with the goods or services provided hereunder. The Contractor shall also indemnify, hold and save harmless and defend at its own expense PAHO, its officers, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses arising out of acts or omissions of the Contractor or the Contractors employees, servants or agents in the performance of this Contract.

10. FAILURE TO PERFORM: If the Contractor fails to deliver the goods or perform any of the services for any reason, including failure to obtain the necessary export licenses by the delivery date(s) specified in the Contract, PAHO may, after giving the Contractor reasonable notice to perform and without prejudice to any other rights or remedies under this Contract, exercise one or more of the following rights:

- 10.1.** procure all or part of the goods and/or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby;
- 10.2.** refuse to accept delivery of all or parts of the goods and/or services;
- 10.3.** terminate the Contract.

11. PAYMENT: PAHO shall, unless otherwise specified in this Contract, make payment within thirty (30) days of receipt of (a) the Vendors invoice or/and (b) copies of the customary shipping documents and other documents specified in the Contract, whichever of (a) or (b) is applicable and later.

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12. LIQUIDATED DAMAGES: Tick if NOT applicable

PAHO can claim liquidated damages from the Contractor and deduct 0.5% of the value of the Contract for each day of delay, up to a maximum of 10% of the value of the Contract, for late delivery of goods and/or services or for goods and/or services which do not meet the agreed specifications and are therefore rejected by PAHO or its designee. The payment or deduction of such liquidated damages shall not relieve the Contractor from any of its other obligations or liabilities under the Contract.

13. INSURANCE: Tick if NOT applicable

The Contractor shall provide and thereafter maintain insurance against all risks with respect to its property and any equipment used for the execution of this Contract. The Contractor shall provide and thereafter maintain all appropriate workmens compensation insurance with respect to its employees to cover claims for personal injury or death in connection with this Contract. The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third-party claims for death or bodily injury arising from or in connection with the provisions of service under this Contract and to cover the loss of or damage to property arising from or in connection with the provision of services under this Contract (including due to the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or subcontractors). Such insurance policy(ies) shall be made out in the joint names of PAHO and the Contractor, and shall include rights of subrogation. The Contractor shall provide PAHO with a copy of all policy(ies) upon request.

14. CONFIDENTIALITY: "Confidential Information" is any information concerning or relating to the property, business or affairs of PAHO that is furnished to the Contractor or available to the Contractor because of this Contract. The Contractor shall treat all documents, correspondence, decisions and orders concerning the Contract as confidential and restricted in nature and shall not divulge or allow access to them by any unauthorized person. The Contractor may not communicate at any time to any other person, Government or authority external to PAHO any information known to it by reason of its association with PAHO which has not been made public, without PAHO's written authorization. In addition, the Contractor shall not at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

15. PUBLICITY, ADVERTISING, AND USE OF THE PAHO NAME, EMBLEM, OR SEAL: The Contractor shall not use the name, emblem or official seal of PAHO for any purpose other than as expressly authorized in writing by PAHO. The Contractor shall not advertise or otherwise make public that it is furnishing goods or services to PAHO without specific written permission from PAHO in each instance. The provisions of this paragraph shall survive completion of the Contract.

16. MODIFICATION: Neither party may change, modify or revise any aspect of this Contract unless the amendment is made in writing and signed by an authorized PAHO contracting officer and the Contractor.

17. FORCE MAJEURE: Notwithstanding Article 10, neither party shall be held responsible for delay, impossibility, or impracticability in fulfilling the terms of the Contract due to force majeure, which includes but is not limited to: war, riot, civil disorder, earthquake, fire, explosion, flood or other adverse weather conditions, strikes, confiscation or any other factors beyond its control, including but not limited to extraordinary measures taken by a government that adversely affect routine commercial transactions. The

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failure of the Contractor or PAHO to fulfill any of their obligations hereunder shall not be considered a breach of, or default under this Contract, insofar as such liability arises from an event of force majeure, provided that the affected party notifies the other and takes all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

- 18. TERMINATION:** This Contract may be terminated by PAHO upon written notice delivered to the Contractor at least fifteen (15) days prior to the effective date of termination. In the case of goods being manufactured or packaged to PAHO specifications, the contract may be terminated with at least 45 days written notice from the effective date of termination. In the event of termination, PAHO will compensate the Contractor for goods accepted by PAHO or services provided to PAHO and deemed by PAHO to be satisfactory.
- 19. SETTLEMENT OF DISPUTES:** PAHO and the Contractor shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract. Unless any such dispute, controversy or claim between the parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably 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 in effect. The arbitral tribunal shall have no authority to award punitive damages. Any arbitration award rendered as a result of such arbitration shall be considered to be the final adjudication of any such controversy, claim or dispute and shall bind the parties.
- 20. PRIVILEGES AND IMMUNITIES:** Nothing contained in this Contract shall be deemed a waiver, express or implied, of any immunity from suit, judicial process, confiscation, taxation, or any other immunity or privilege which PAHO may enjoy, whether pursuant to treaty, convention, law, order or decree of an international or national character or otherwise, or in accordance with international customary law.
- 21. TAX EXEMPTION:** PAHO is exempt from payments of sales, use and excise taxes, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for official use. PAHO may deduct from an invoice any such tax, duties or charges to which it may be entitled by reason of its privileges and immunities.
- 22. ANTI-TERRORISM:** The Contractor certifies that it is not an individual or entity appearing on the New Consolidated List established and maintained by the United Nations Security Councils 1267 Committee. Contractor shall use best efforts to ensure that no funds provided under this Contract will be used to benefit, directly or indirectly, individuals or entities associated with terrorism.
- 23. PAHO OFFICIAL NOT TO BENEFIT:** The Contractor warrants that no PAHO staff shall be permitted to any share or part of the Contract or any benefit that may otherwise arise therefrom. PAHO officials may not accept any type of gift or any offer of hospitality beyond that of nominal value. PAHO expects its Contractors not to offer any benefit such as free goods or services or a work position or sales opportunity to any current or former PAHO staff member in order to facilitate the suppliers business relationship with PAHO.
- 24. SELF-DEALING:** The Contractor may not bid to supply goods or services to PAHO that may be directly or indirectly related to the goods or services provided under this Contract.

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25. SEVERABILITY: Any provision of this Contract prohibited by the laws of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, without invalidating the remaining provisions of this Contract.

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Confirmation of Arrival of Shipment
Confirmación de la Llegada del Embarque

Dear Sir/Madam,

Estimados Señores,

We hereby confirm the arrival of the following shipment:

Por la presente confirmamos la llegada del siguiente embarque:

Order Number <i>Orden Número</i>	AWB <i>Guía aérea</i>	Pieces Bultos	Weight <i>Peso</i>	Date of arrival <i>Fecha de llegada</i>	Complete shipment <i>Embarque completo</i>
					<input type="checkbox"/>

The shipment was received at: / El embarque fue recibido en:

- Airport / *Aeropuerto*
 Port / *Puerto*
 Customs Warehouse / *Bodega de la aduana*
 Consignee's facility / *Bodega del consignatario*

 Name/Signature/Title/Date

Please mark the last column if the shipment was received complete.

Please send this confirmation to your counterpart at PAHO/WHO Representative Office.

Comments:

 Nombre/Firma/título/Fecha

Sírvase marcar la última columna si el embarque llegó completo.

Agradecemos enviar esta confirmación a su contraparte en la representación de la OPS/OMS.