



ICAO TERMS AND CONDITIONS (PURCHASE ORDER)

A. DEFINITIONS

- “ICAO”: The International Civil Aviation Organization with Headquarters at 999 Robert Bourassa Street, Montréal, Quebec, Canada, H3C 5H7 and Regional Offices in Cairo (Egypt), Paris (France), Nairobi (Kenya), México (México), Lima (Perú), Dakar (Sénégal) and Bangkok (Thailand).
- “Contractor”: The Supplier of goods and/or services as identified in the Purchase Order.
- “End user”: The Entity for which ICAO acts as a mandatary.

B. ACKNOWLEDGMENT FORM

Acceptance of this Purchase Order shall form a binding contract (hereinafter referred to as “the Contract”) with the Contractor returning the Purchase Order with the acknowledgement section signed, or the timely delivery of the goods and/or services as herein specified. The rights and obligations of the parties shall, upon acceptance, be governed exclusively by the terms and conditions of this Contract. No additional or inconsistent provisions proposed by the Contractor shall be binding on ICAO unless agreed to in writing by a duly authorized official of ICAO.

C. DELIVERY OF GOODS

The Contractor shall make all transport arrangement and deliver to ICAO and/or end user the goods and/or services at the place and time for the delivery as specified in the Contract with all freight and insurance charges prepaid. ICAO shall have a reasonable time after delivery of the goods and/or services to inspect them and to reject and refuse acceptance of the goods and/or services not conforming to this Contract. Payment for any goods and/or services pursuant to this Contract shall not be deemed an acceptance of the goods and/or services.

D. PAYMENT TERMS

1. ICAO shall, unless otherwise specified in this Contract, make payment within 30 days of (a) delivery of the goods and/or services in accordance with the Contract, and (b) receipt of the correct invoice and other documents specified in this Contract, whichever (a) or (b) is later.
2. Unless otherwise authorized by ICAO, a separate invoice must be submitted in respect of each Purchase Order. Each invoice shall indicate the identification number of the corresponding Purchase Order.
3. The prices shown herein may not be increased except by express written agreement of ICAO. ICAO will not pay any charge for late payments unless expressly agreed to in writing.

E. LICENSES

If any license or permit is required for the performance of the Contract, the Contractor shall obtain any such license or permit.

F. EQUIPMENT TITLE/RISK OF LOSS

The Contractor warrants and represents that the goods and/or services delivered under the Contract are unencumbered by any third party’s title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise stated in the Contract, risk of loss, damage or destruction to the goods and/or services shall be borne by the Contractor until delivery of the goods and/or services has been completed in accordance with this Contract.

G. WARRANTY AND PACKAGING

The Contractor warrants that the goods and/or services, including adequate packaging, conform to the specifications and applicable international standard if any, are fit for the purposes for which such goods and/or services are ordinarily used and for purposes expressly made known to the Contractor by ICAO and are free from defects in design, workmanship and materials. Unless otherwise specified in the Contract, the Contractor shall provide a warranty on parts and labour for a period of not less than one (1) year following the delivery of the goods and/or services. The Contractor also warrants that the goods are packaged and marked for the purpose of transportation in a proper manner in order to protect the goods in accordance with any statutory requirement, any requirements of the carriers, and any shipping instructions from ICAO.

H. INDEMNITY CLAUSE

The Contractor warrants that the use by ICAO and/or end-user of the goods and/or services covered by this Contract is not an infringement under current law of any patent, copyright, design, trade-name or trade-mark. In addition, the Contractor shall, pursuant to this warranty, indemnify, defend and hold harmless ICAO, its officials, agents and employees from any action or claim pertaining to alleged infringement of a patent, copyright, design, trade-name or trade-mark arising from this Contract.

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, ICAO, its officials, agents and employees from and against all suits, claims, demands and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, agents or subcontractors, in the performance of this Contract. The obligations under this clause do not lapse upon termination of this Contract.

I. RIGHTS OF ICAO

In case of failure by the Contractor to fulfil its obligation under the terms and conditions of this Contract, including, but not limited to, failure to obtain the necessary export licenses or to make delivery of all or part of the goods and/or services by the agreed delivery date or dates and Article G, ICAO may, after giving the Contractor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights:

1. Terminate this Contract without any liability for ICAO and/or end-user.
2. Procure all or part of the goods and/or services from other sources, in which event ICAO may hold the Contractor responsible for any excess cost occasioned thereby. In exercising such rights, ICAO shall mitigate its damages in good faith.
3. Refuse to accept delivery of all or part of the goods and/or services.

J. ASSIGNMENT AND INSOLVENCY

1. The Contractor shall not, except after obtaining the prior written consent of ICAO, assign, transfer, pledge or make other disposition of this Contract, or any part thereof, or any of the Contractor's rights or obligations under this Contract.
2. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, ICAO may, without prejudice to any other rights or remedies, terminate this Contract by giving the Contractor written notice of termination.

K. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF ICAO

Unless authorized in writing by ICAO, the Contractor shall not advertise or otherwise make public the fact that he is performing, or has performed, services for ICAO, or use the name, emblem or official seal of ICAO or any abbreviation of the name of ICAO for advertising purposes or for any other purposes.

L. SETTLEMENT OF DISPUTES

Any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination or invalidity thereof shall be settled through direct negotiations between the parties. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then prevailing. For this purpose, both parties shall agree on the conciliator who shall preside over the proceedings. In the event of the failure to reach an amicable settlement, through negotiation or conciliation, the matter shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. Arbitration shall take place in Montreal, Quebec, in the English language and shall be conducted by one arbitrator.

M. PRIVILEGES AND IMMUNITIES

Nothing in or relating to these Terms and Conditions or this Contract shall be deemed a waiver of any of the privileges and immunities of ICAO and any of its officers.

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