

THIS PURCHASE ORDER FOR GOODS (this “Purchase Order”) is issued by:

THE UNITED NATIONS CHILDREN'S FUND (“UNICEF”), an international inter-governmental organisation established by the General Assembly of the United Nations by resolution No. 57(1) of 11 December 1946 as a subsidiary organ of the United Nations, having its headquarters at UNICEF House, Three United Nations Plaza, New York, New York 10017, U.S.A. and having an office at [**UNICEF OFFICE ADDRESS**]

To:

[**COMPANY NAME**] (the “Supplier”), a corporation organised and existing under the laws of [**COUNTRY**] and having its principal offices at [**ADDRESS**].

Each of UNICEF and the Supplier are referred in this Purchase Order as a “Party” or together as the “Parties”.

1. Purchase Order; Terms and Conditions

1.1 UNICEF offers to purchase from the Supplier the goods (the “Goods”) specified in this Purchase Order in the quantities specified in this Purchase Order in accordance with the terms and conditions set out in this Purchase Order. The Supplier (a) agrees to sell to UNICEF the Goods in the quantities specified in this Purchase Order in accordance with the terms and conditions set out in this Purchase Order; and (b) represents that it possesses the requisite knowledge, skill, personnel, resources and experience and that it is fully qualified, ready, willing, and able to supply such Goods in accordance with the terms and conditions set out in this Purchase Order.

1.2 This Purchase Order comprises (a) this document (including any Special Terms and Conditions set out at Section 6 below); and (b) the UNICEF General Terms and Conditions of Contract (Goods) attached as Annex A. The documents comprising this Purchase Order are complementary of one another, but if there is any ambiguity or inconsistency between those documents, then this document



will take precedence over the UNICEF General Terms and Conditions of Contract (Goods). Capitalized terms used but not defined in this Purchase Order have the meaning given to them in the UNICEF General Terms and Conditions of Contract (Goods).

1.3 This Purchase Order (including any documents incorporated by reference in this Purchase Order) is the entire agreement between the Parties with regard to the supply of the Goods by the Supplier. It supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations, supplemental undertakings, licenses, customer terms, shrink-wrap, click-wrap, browse-wrap, confidentiality, non-disclosure, non-compete, acceptable use policies, or other forms of agreement (oral or otherwise) concerning the supply of the Goods to UNICEF by the Supplier will be valid and enforceable against UNICEF, nor in any way will constitute an agreement by UNICEF, unless agreed by a valid amendment concluded in accordance with Article 11.10 of the UNICEF General Terms and Conditions of Contract (Goods).

1.4 The Supplier will confirm its acceptance of this Purchase Order by counter-signing it, and returning it to UNICEF, within five (5) working days of receiving it. This Purchase Order will be a binding contract between UNICEF and the Supplier when UNICEF receives the counter-signed Purchase Order from the Supplier. This Purchase Order will be effective from the date of UNICEF's receipt of the counter-signed Purchase Order until all obligations of the Parties have been fulfilled in accordance with its terms, unless earlier terminated in accordance with Article 6 of the UNICEF General Terms and Conditions of Contract (Goods).

1.5 The Supplier acknowledges and agrees that, in the interests of transparency and efficiency among organizations of the United Nations system, UNICEF may make available a copy of this Purchase Order to such organizations.

2. Cancellation. UNICEF can cancel this Purchase Order at any time with immediate effect by so notifying the Supplier in writing (which includes email) and UNICEF will have no liability for cancellation charges or any other liability of any kind; provided however that if at the time it receives such notice the Supplier has commenced production of Goods expressly for the purposes of



fulfilling this Purchase Order then (a) the Supplier will immediately cease production and will take all reasonable steps to minimize costs associated with production already commenced, and (b) UNICEF and the Supplier will agree on the Supplier's net cost in that regard (being the Supplier's costs incurred directly in relation to Goods ordered by UNICEF prior to the Supplier's receipt of cancellation notice, less amounts the Supplier recovers through sale or other disposition of Goods already produced or in production) and UNICEF will pay the Supplier the net amount so agreed.

3. Notices; Coordination

3.1 UNICEF's and the Supplier's contact and address for notices under this Purchase Order are set out below. Each Party will notify the other in writing of any change in such Party's contact and address for notices.

If to UNICEF:

UNICEF

[ADDRESS]

Attention: [INSERT YOUR NAME], [TITLE]

[Fax: [INSERT DETAILS]]

E-mail: [INSERT DETAILS]

If to Supplier:

[COMPLETE COMPANY NAME]

[ADDRESS]

Attention: [CONTACT NAME], [TITLE]

[Fax: [INSERT DETAILS]]

E-mail: [INSERT DETAILS]

3.2 The persons referred to in Section 3.1 are the Parties' respective representatives who are responsible for the day-to-day coordination and management of this Purchase Order.



4. Pricing; Most Favoured Customer.

4.1 The Supplier represents that the Prices of the Goods under this Purchase Order are the most favourable price terms available to any customer of the Supplier (or of any of the Supplier's Affiliates). If at any time during the effective period of this Purchase Order any other customer of the Supplier's (or of any of the Supplier's Affiliates) obtains more favourable pricing terms than those provided to UNICEF with regard to the Goods or goods similar to the Goods, the Supplier will retroactively adjust the Prices and related pricing terms under this Purchase Order to conform to the more favourable terms and the Supplier will promptly pay UNICEF any amounts owing to UNICEF as a result of such retroactive price adjustment.

[4.2 Payment against the Supplier's invoice will reflect a discount of [PERCENTAGE] provided payment is made within [NUMBER OF DAYS] from the date of receipt of the Supplier's invoice by UNICEF.]

5. Liquidated Damages. In addition to, and without prejudice to any of the other rights and remedies of UNICEF including, but not limited to, those set out in the UNICEF General Terms and Conditions of Contract (Goods), if the Supplier fails to deliver the Goods under this Purchase Order in accordance with the stated time for delivery, or if UNICEF exercises its right to reject Goods that do not conform to the requirements in this Purchase Order, UNICEF may claim liquidated damages from the Supplier and, at UNICEF's option, the Supplier will pay such liquidated damages to UNICEF or UNICEF will deduct such liquidated damages from the Supplier's invoice(s). Such liquidated damages will be calculated as follows: one half of one per cent (0.5%) of the Price of such Goods for each day of delay, until delivery of conforming Goods, up to a maximum of ten per cent (10%) of the value of this Purchase Order. The payment or deduction of such liquidated damages will not relieve the Supplier from any of its other obligations or liabilities pursuant to this Purchase Order.

6. Special Terms and Conditions. The additional Special Terms and Conditions (if any) specified below will apply to this Purchase Order. These additional Special Terms and Conditions will not apply to any other Purchase Order or contractual relationship between the Parties unless expressly agreed to in writing.



