

ALIMA GENERAL TERMS AND CONDITIONS OF PURCHASE

Article 1. Application

These general terms and conditions of purchase ("GTC") apply to all purchases of goods or services between ALIMA and a Supplier, once they have been signed by the latter or once the latter agrees to deliver an order and perform a service. The Supplier's general terms and conditions shall only apply to ALIMA if they are expressly approved and signed by a legal representative of ALIMA.

The applicable version of the GTC is the one in force at the time the Purchase Order is issued. ALIMA reserves the right to modify the GTC at any time and shall be responsible for sending the new version to the Supplier.

Purchases of Therapeutic Foods and Medicines or any Goods intended for the medical treatment or prevention of human diseases are covered by specific conditions defined by ALIMA, which supplement these GTC.

Article 2. Purchase Order(s)

The signing of these GTC or a Framework Agreement does not create any obligation for ALIMA to place an order with a Supplier. The Purchase Order signed by ALIMA and accepted by the Supplier is the only reference document for orders. The Purchase Order must contain at least the following information:

- (a) the description, quantity and unit price of the Goods or services requested
- (b) the delivery date and address
- (c) If necessary, specific instructions concerning delivery, packaging and labelling or any other terms and conditions (commercial discounts and others) deemed useful by ALIMA or the Supplier.

Article 3. Price and Invoicing

The price is set in the Order Form and includes all possible costs incurred by the Supplier,

as well as any taxes that may be applicable to the Goods.

A separate Invoice shall be issued by the Supplier for each Order and shall be delivered to ALIMA. It shall indicate at least:

- (a) the number of the Purchase Order to which it relates;
- (b) a description of the Goods delivered, the service requested with the unit price and quantity (one line per item);
- (c) any direct and indirect taxes applicable to the Goods (including all tax exemptions, charges and other benefits officially granted to ALIMA); (d) any costs incurred by the Supplier (packaging, delivery); and (e) where applicable, any negotiated discounts.

Article 4. Payment

Unless otherwise specified in the Purchase Order, all payments shall be made in local currency within 30 days of receipt of the Invoice. Only the Supplier may be the beneficiary of the payment.

Payment shall be due only for Goods delivered in accordance with the terms of the Purchase Order and these GTC. ALIMA reserves the right to deduct from the amount payable any amounts owed to ALIMA by the Supplier, including, without limitation, all costs resulting from: (i) The supply of defective or non-compliant Goods, (ii) Breaches by the Supplier of its obligations.

Article 5. Delayed delivery

Given ALIMA's activities, the Supplier acknowledges that compliance with delivery deadlines is an essential condition for the success of its collaboration with ALIMA. As such, and without limiting the scope of the other rights and obligations described in these GTC, the Supplier undertakes to immediately inform ALIMA of any event that could affect the delivery date specified in the Purchase Order, in order to find a solution by mutual agreement with ALIMA. Unless such delay is due to Force Majeure, all additional means necessary to ensure delivery shall be at the Supplier's expense.

Unless otherwise specified in the Purchase Order, delivery shall be at the Supplier's expense and the Goods shall be delivered in accordance with the terms of the Purchase Order. If the Supplier is unable to deliver the Goods on the agreed date, ALIMA reserves the right to apply a penalty of between 15% and 20% of the amount due for a delay of more than two weeks. After this period, ALIMA reserves the right to cancel the Order without financial penalty.

Article 6. Delivery note

The Supplier shall accompany each delivery with a Delivery Note drawn up in two (2) original copies, one for the Supplier and the other for ALIMA, including the GTC on the back if necessary or in an appendix. Upon delivery, the Delivery Note shall be given to ALIMA for signature and validation of the said order.

For each item delivered or for each package delivered, the Delivery Note shall indicate at least the following information:

- (a) The corresponding Purchase Order number
- (b) The serial numbers, expiry dates and total quantity (if applicable)
- (c) The name of the supplier and the country of origin (if applicable)
- (d) The description and quantity of Goods, with the corresponding package number
- (e) The total weight, total volume and total number of packages for each delivery.

If several Orders are delivered simultaneously, the Supplier shall ensure that a separate Delivery Note is issued for each Purchase Order.

Article 7. Packaging and labelling

The Supplier is responsible for the quality of the packaging and labelling. The packaging must comply with commercial standards for domestic or international transport (Export). Where possible, each package must not exceed thirty-five (35) kilograms.

The Supplier shall ensure that the Goods are protected from climatic conditions (including harsh climatic conditions such as tropical or extremely cold climates) and from any damage that may occur during transport, transit and storage. Depending on the nature of the Goods, additional packaging and labelling requirements may be imposed on the Supplier.

Dangerous Goods must be shipped and invoiced separately. The Supplier shall ensure that they are carefully marked, certified, described, labelled and packaged in accordance with the applicable IATA/IMO *Dangerous Goods Regulations* and in order to avoid any risk to persons, cargo and the environment.

The Supplier shall be liable for any damage, loss or destruction of the Goods until the Goods have been delivered in full to ALIMA in accordance with the terms of the Purchase Order.

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Article 8. Import and export authorisations

The Purchase Order is issued subject to obtaining the necessary import and export authorisations, if applicable. The Supplier is responsible for obtaining these authorisations in accordance with the attached terms and Incoterms. The Supplier must produce all documents necessary for export and import and is liable for all costs or damages resulting from incomplete, incorrect or late delivery of documents.

Article 9. Quality and Warranty

The Supplier guarantees that the Goods delivered to ALIMA:

- (a) Are of good quality, free from material or manufacturing defects and fit for the purpose for which they are intended and in accordance with the specifications set out in the Purchase Order or in the Framework Contract
- (b) are free from any third-party rights or claims
- (c) have been designed, manufactured and delivered in compliance with all applicable national and international regulations (including labour law) and good industrial practices
- (d) do not infringe any intellectual property rights (licences, trademarks, etc.)

The warranty period shall commence upon acceptance of the Goods by ALIMA and shall continue for a period of at least 12 months from the date of delivery of the goods. This period may be extended in accordance with the regulations applicable to the Goods or in accordance with the specific provisions set out in the Purchase Order or the Framework Agreement. During the warranty period, ALIMA shall notify the Supplier in writing of any Goods or part of the Goods purchased under a Purchase Order that prove to be non-compliant with the specifications set out in the Purchase Order or the Framework Agreement. In this case, the Supplier undertakes to quickly replace the defective Goods at its own expense or to reimburse ALIMA for the amount of the defective Goods, at ALIMA's discretion and without prejudice to any other rights ALIMA may have. The Supplier transfers to ALIMA all warranties it has received from the manufacturers or suppliers of the Goods. The Supplier remains liable to ALIMA, its partners, agents and employees for all costs, damages and financial penalties that may result from the delivery of defective Goods.

Article 10. Inspection

ALIMA has thirty (30) days from the date of delivery of the Goods to check that they comply with the Purchase Order and to reject any part that does not comply. Payment for Goods delivered under a Purchase Order does not constitute acceptance of the Goods. All defective or rejected Goods shall be listed in a Return Note and their market value recorded as a credit in favour of ALIMA. They shall be replaced or refunded as soon as possible. ALIMA may inspect or have inspected by auditors, lessors or any other agent appointed by ALIMA all documents or production equipment of the Supplier relating to the performance of the Order or the Framework Contract, in particular with regard to the quality of the Goods and compliance with obligations relating to the nature of ALIMA. Such checks may include, in particular, verification of the Supplier's compliance with its obligations in terms of guarantees and ethical practices. The checks shall be carried out at ALIMA's expense.

Article 11. Modification/Cancellation of Orders

Given the urgent and humanitarian nature of ALIMA's operations, the Supplier agrees to accept any modification or cancellation of a Purchase Order without financial compensation, provided that ALIMA communicates its decision in writing before the scheduled delivery date and that no production costs have already been incurred by the Supplier.

After allowing the Supplier a reasonable period of time to perform, and without prejudice to the other rights and obligations described in these GTC, ALIMA may cancel any Purchase Order or any Framework Contract immediately and without financial compensation in the following cases:

or any Framework Contract immediately and without financial compensation in the following cases:

- (a) if a case of Force Majeure has caused or may cause a delay in delivery that is detrimental to ALIMA's medical and humanitarian activities;
- (b) if the Supplier repeatedly breaches the terms of these GTC and fails to take the necessary measures within seven (7) days of receiving written notification explaining the breach;
- (c) when the Supplier breaches any of its obligations related to the nature of ALIMA or ethical practices, or if, through its actions, the Supplier harms or endangers ALIMA's medical and humanitarian activities;
- (d) if an inspection reveals serious deficiencies that call into question the quality of the Goods
- (e) if the Supplier is no longer solvent or enters into judicial liquidation or any equivalent procedure in its jurisdiction.

Article 12. Compliance with the ALIMA Charter

The Supplier understands and acknowledges that ALIMA is an international humanitarian organisation, whose actions are governed by the principles set out in the Charter, which in particular requires compliance with universal medical ethics and the principles of neutrality, impartiality and independence as defined in international humanitarian law. The Supplier undertakes to comply with these principles and to ensure that each of its employees, auxiliaries or subcontractors complies with them in the performance of the Order or the Framework Contract.

Article 13. Confidentiality

Given the humanitarian and medical nature of ALIMA, the Supplier undertakes to keep strictly confidential any information that is not usually available to the general public and to which the Supplier may have access during the performance of the Order or the Framework Contract. This confidential information includes, in particular, all information related to ALIMA's operations, the performance of the Order or the Framework Contract, as well as all information related to the medical care of ALIMA's beneficiaries.

The Supplier undertakes not to disclose any of this information to third parties without the prior written consent of an authorised representative of ALIMA.

The obligations arising from this article shall survive for a minimum period of five (5) years from the end of the complete Agreement.

Article 14. Ethical practices

The Supplier guarantees:

- (a) That it has no professional relationship with any person or company whose activities are contrary or incompatible with the principles set out in ALIMA's Charter;
- (b) That it is not engaged or has not been engaged in illegal activities or in the trade of arms or equipment or devices intended for military use;
- (c) That it has not participated in any illegal agreement between bidders in the event that the Order or Framework Contract was awarded following a call for tenders;
- (d) That no person or company, including government officials, has received or will receive any direct or indirect benefits for influencing the award or performance of the Order or Framework Contract;

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- (e) That its employees work in decent conditions, in accordance with local labour law; and
- (f) That it does not employ children and does not collaborate with persons or companies that employ children in conditions contrary to the Convention on the Rights of the Child.

Article 15. Partnership clauses (PSEA)

ALIMA believes that everyone with whom it comes into contact through its operations has the right to be protected from all forms of harm, abuse, neglect and exploitation. All suppliers undertake to comply with ethical standards, including respect for fundamental social rights and dignified working conditions based on international labour standards, avoiding in particular child labour (under 18 years of age). ALIMA applies a zero-tolerance policy towards acts of abuse and inaction in the face of alleged or proven acts of violence. The protection of people benefiting from and impacted by our intervention is our top priority in everything we do. All ALIMA partner organisations and suppliers must comply with the following clauses:

- A. Do everything in their power to prevent acts of sexual exploitation and abuse within their organisation
- B. Promptly investigate all allegations of sexual exploitation and abuse that are reported
- C. Take appropriate action in cases of proven acts
- D. Include clauses on the prevention of sexual exploitation and abuse in all subcontractor contracts
- E. Report any allegations of sexual exploitation or abuse committed by ALIMA staff or representatives

Any partner entity that fails to comply with these clauses may have its engagement with ALIMA terminated.

Article 16. Environmental protection and climate action

ALIMA favours reusable, remanufactured and sustainable items, as well as repairable products. Where relevant, the supplier undertakes to ensure that spare parts for repairs are available. Products with a high recycled content are preferred.

ALIMA prioritises sustainability in its supply chain by requiring suppliers to be transparent about the carbon emissions associated with the life cycle of the goods and services purchased. ALIMA actively identifies and favours low-carbon alternatives.

ALIMA favours reusable alternatives to single-use plastic items, including for medical purposes. Where feasible, ALIMA opts for reusable or even packaging-free solutions.

ALIMA gives priority to local producers if their environmental impact is lower than international options and if the goods and services are of the same quality.

ALIMA gives preference to suppliers who regularly measure their carbon emissions and have set credible climate protection targets based on scientific principles, who are moving towards a circular economy, who reduce and manage waste responsibly, and who protect, preserve and regenerate nature.

Article 17. Assignment and subcontracting

None of the rights or obligations of either Party under the Comprehensive Agreement may be transferred, subcontracted or assigned, in whole or in part, to third parties without the prior written consent of a legal representative of ALIMA. In this case, the Supplier shall be liable for the subcontracted services as if they were its own.

No claim may be assigned to third parties without the prior written consent of a legal representative of ALIMA.

Article 18. Use of names

The Parties shall refrain from referring to their relationship or using the name, logo or any other distinctive sign of the other Party,

whether for commercial purposes or not, without the prior written authorisation of a legal representative of the Party concerned.

Article 19. Independence of the Parties

The Parties acknowledge that they are acting on their own behalf as independent entities and that neither Party may therefore make any commitment on behalf of the other Party. In this sense, this agreement does not constitute an association, franchise or employment contract, and the Supplier remains solely responsible for the declaration and payment of all charges, taxes, etc. that may arise from payments made by ALIMA in connection with the Order or the Framework Agreement.

Article 20. Force Majeure

In the event of Force Majeure, neither Party shall be liable for delays or breaches of these GTC, provided that the affected Party:

- (a) notified the other Party in writing of the existence of such cause and of the potential delay that may result therefrom; and
 - (b) made every effort to perform its obligations despite such cause.
- Any event leading to the forced or rapid departure of ALIMA teams shall be deemed a case of force majeure. This term does not include absences, staff shortages or strikes affecting only the Supplier or its auxiliaries and subcontractors.

Article 21. Waiver

Under no circumstances shall a failure or delay by ALIMA in exercising any right available to it under the GTC be construed as a waiver of that right; nor shall any single or partial exercise of that right be construed as preventing it from exercising any other right arising therefrom. The rights and remedies available to the parties under the GTC shall not be exclusive of any rights and remedies available to them under the law.

Article 22. Communication between the parties

In order to be considered contractually valid, all communication between the Parties must be in writing, dated and signed. Emails are accepted as written communication provided that the sender is identifiable.

If written communication cannot be delivered in time, communication shall be made orally. This shall be confirmed as soon as possible by written communication. No non-written communication shall be taken into account in the settlement of a dispute.

Article 23. Severability

If any provision of the GTC is invalid, the remaining provisions shall remain valid and continue to bind the Parties. If a clause is invalid in one jurisdiction, the validity, legality and enforceability of the provision in another jurisdiction shall not be affected.

Article 24. Entire agreement and amendment

The GTC, the Purchase Order and the Framework Agreement, together with their annexes, constitute the entire Agreement between the Parties and supersede any prior agreement or practice.

The GTC may be amended by ALIMA at any time for future Orders. The Purchase Orders and any other element

of the Agreement may be amended provided that such amendments are made in a written amendment, dated and signed by both Parties.

Article 25. Privileges and immunities

Nothing contained in the GTCAs or in the documents used in connection with the Order shall be construed as a waiver of any privileges or immunities granted to ALIMA.

Article 26 Protocol for validation of deliverables

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The purpose of the validation procedure for goods ordered by ALIMA is to verify the conformity, condition, quality and quantity of the equipment received in relation to the request indicated in the quotation documents. ALIMA's legal representative shall carry out the verification and validation of the deliverables by signing the delivery note issued by the Supplier no later than 5 working days after delivery. Any reservations must be submitted to the Supplier by email or in writing in order to be taken into account. Unless otherwise agreed by the Parties, the Supplier shall have a period of 3 working days from receipt of the reservations to take back the non-compliant equipment and provide the appropriate Deliverable. Once the amended Deliverable has been made available, the new delivery note must be validated within 24 hours.



Article 27. Amicable settlement of disputes

The entire agreement is governed by French law or local law, whichever prevails, without regard to conflict of law rules.

The Supplier and ALIMA undertake to act in good faith in the performance of the contract and to use their best efforts to resolve amicably any dispute that may arise between them. Any disputes, differences or claims arising out of or in connection with this contract, including the validity, nullity, breach or termination of the contract, shall be settled by arbitration in accordance with the Swiss Rules of International Arbitration of *France* on the date on which the notice of arbitration is filed in accordance with those Rules. The seat of arbitration shall be in Paris (France) and the proceedings shall be conducted in French or local law, whichever prevails.

Read and Approved:

Name of Supplier or parties involved:

Date:.....

Signature: