1. LEGAL STATUS OF THE PARTIES: The Contractor shall be considered as having the legal status of the Contractor as a legal entity or as the Contractor as a legal organization (as the case may be). The Contractor’s personnel and sub-contractors shall not be considered in any respect as being the employees, servants or agents of the WMO.

2. RESPONSIBILITY FOR EMPLOYEES: The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the interests of the WMO in all matters, and refrain from any such procuring of goods and services as might result in the Contractor procuring or sub-contracting goods and services which are not suitable or adequate for the purposes of the WMO.

3. ASSIGNMENT: The Contractor shall not assign, transfer, pledge or make any disposition of contract rights nor shall the Contractor assign or pledge any part of the rights, claims or obligations under this Contract except with the prior written consent of the WMO.

4. SUBCONTRACTING: In the event the Contractor requires the services of sub-contractors, the Contractor shall procure such written approval and, in any event, prior to the delivery of the goods to the WMO, shall furnish the WMO with such information as the WMO may reasonably require, including but not limited to any particulars of the goods or services to be provided by the said sub-contractors. In the event the WMO does not accept the sub-contractor or sub-contractors, the Contractor shall, in sole option of the WMO, either deliver the goods to the WMO or return them to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate the WMO for any loss or damage suffered by the WMO.

5. PURCHASE OF GOODS: To the extent that the Contract involves any purchase of goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply:

5.1 DELIVERY OF GOODS: The Contractor shall hand over or make available the goods, and the WMO shall receive the goods, at the place for the delivery of the goods and within the time for delivery of the goods specified in the Contract. The Contractor shall provide to the WMO the required documentation (including, but not limited to, invoices, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily used in the trade. All manuals, instructions, displays and any other information relevant to the goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, any INCOTERMS or similar trade term), the Contractor shall transport the goods and mark the Contract or Purchase Order number and any other identification information provided by the WMO as well as such other information as is necessary for marking and sale of delivery of the goods. Unless otherwise specified in the Contract, the Contractor shall have no right to return the goods.

5.2 TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, any INCOTERMS or similar trade term), the Contractor shall be solely liable for all transportation and associated costs of the goods. The goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any applicable laws or regulations imposed by applicable laws or by the transporters and in accordance with the requirements of the WMO. The Contractor shall ensure that the WMO receives all necessary transport documents in a timely manner so as to enable the WMO to take delivery of the goods in accordance with the requirements of the Contract.

5.3 PACKAGING OF THE GOODS: The Contractor shall package the goods for delivery in accordance with the instruction with the products and goods as set forth in the Contract. The Contractor shall conform the requirements of the goods. The Contractor shall require the Contractor to carry the warranties and/or the performance requirements of the Contract.

5.4 INSPECTION OF THE GOODS: If the Contractor provides the goods may be inspected by prior to delivery, the Contractor shall notify the WMO if the goods are ready for pre-delivery inspection and pre-delivery inspection, or upon delivery, the Contractor may inspect the goods upon delivery in order to confirm that the goods conform to applicable specifications or requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, in any inspection(s) conducted by the WMO, the Contractor shall provide the Contractor will provide such services as are reasonably necessary to enable the WMO to conduct the inspection(s) in a proper manner.

5.5 WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of the WMO stated or arising under the Contract, the Contractor warrants and represents that:

5.5.1 The goods, including all packaging and packaging thereof, conform to the specifications of the Contract; are fit for the purposes for which such goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from intrinsic, material, manufacturer and workmanship.

5.5.2 If the Contractor is not the original manufacturer of the goods, the Contractor shall provide the WMO with the benefit of all manufacturers’ warranties in addition to any other warranties provided under the Contract.

5.5.3 The goods are of the quality, quantity and description required by the Contract, including when subject to conditions prevailing in the place of final destination.

5.5.4 The Contractor shall not assign, transfer, pledge or make any disposition of, or any right of claim by, any third-party.

5.5.5 The Contractor shall, upon request, provide the WMO with satisfactory evidence of the goods and sales in accordance with the Contract.

5.5.6 During any period in which the Contractor’s warranties are effective, upon notice by the WMO, the Contractor shall correct any defect in the goods promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective goods with goods of the same or better quality or, at its own cost, remove the defective goods and fully reimburse the WMO for the purchase price paid for the defective goods.

5.5.7 The Contractor shall remain responsible to the needs of the WMO for any services that may be required by the WMO in connection with any of the goods.

5.6 ACCEPTANCE OF GOODS: Under no circumstances shall the WMO be required to accept any goods that do not conform to the specifications or requirements of the Contract. The WMO may condition its acceptance on its ability to obtain any such export license, the Contractor shall be solely liable for any loss or damage suffered by the WMO.

5.7.1 The Contractor shall provide a full refund upon return of the goods, or a partial refund upon return of a portion of the goods, by the WMO.

5.7.2 The Contractor shall be liable to the WMO for all reasonable costs incurred by the WMO in connection with any return of goods.

5.7.3 The Contractor shall be liable to the WMO for all reasonable costs incurred by the WMO in connection with any return of goods. The Contractor shall not be entitled to any compensation for any costs incurred by the WMO in connection with any return of goods.
12.1.1. use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate and,
12.1.2. use the Discloser’s Information solely for the purpose for which it was disclosed.
12.2. Provided that the Recipient has a written agreement with the following persons or entities regarding the confidentiality of the United Nations Commission on International Trade Law ("UNCITRAL") Arbitration Rules, that it shall not have any further responsibilities to the Recipient of the Information,
12.3. The Recipient may disclose the Information to:
12.3.1. any other party with the Discloser’s prior written consent; and,
12.3.2. employees, officials, representatives and agents of any legal entity that it controls, or with which it is under a common control, that have a need to know such Information for purposes of performing obligations under the Contract, and employees, officials, representatives and agents of any legal entity that it controls, or with which it is under a common control, that have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled entity means:
(i) a corporate entity in which the Party owns or controls, whether directly or indirectly, a majority of the voting rights or of the shares capital; or
(ii) an unincorporated entity over which the Party or any entity controlled by it has the effective managerial control,
12.4. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party with whom the Recipient has no obligations of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient independently of any disclosures hereunder.
12.5. The restrictions of confidentiality shall continue to be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

13. OTHER CHANGES IN CONDITIONS:
13.1. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice in writing to the other Party of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations or meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other change in condition or occurrence, the affected Party shall provide a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
13.2. Any Party in good faith rendered unable, wholly or in part, by reason of force of nature to perform its obligations and meet its responsibilities under the Contract, the WMO shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 14, “Termination of the Contract”, and the Parties shall be entitled to terminate the Contract at any time thereafter. In any case, the affected Party shall immediately inform the WMO of the occurrence of any of the above events. Should any authority external to the WMO seek to impose any instructions concerning or inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 of the Convention, the Contractor shall immediately inform the WMO of the occurrence of any of the above events. The provisions of this Article 14 are without prejudice to any other rights or remedies of the WMO and the Contractor under the Contract.

15. FUNDING: WMO may terminate this Contract at any time should the mandatory or the funding of the Mission/Agency be curtailed or terminated, in which case the Contractor shall immediately inform the WMO of the occurrence of any of their obligations under the Contract, and employees, officials, representatives and agents of any legal entity that it controls, or with which it is under a common control, that have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled entity means:
(i) a corporate entity in which the Party owns or controls, whether directly or indirectly, a majority of the voting rights or of the shares capital; or
(ii) an unincorporated entity over which the Party or any entity controlled by it has the effective managerial control,
12.4. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party with whom the Recipient has no obligations of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient independently of any disclosures hereunder.
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