

1. **ENTIRE AGREEMENT:** This Purchase Order, including these Terms and Conditions and any special conditions or annexes included herein by reference, constitutes the entire agreement between the parties.
2. **DEFINITIONS:**
 - "GCF" means the Green Climate Fund with headquarters in Songdo, Republic of Korea.
 - "Goods" means the goods described in the Order Form to be delivered to the GCF by the Contractor, including their component parts, spare parts, manuals, documentation and packaging;
 - "Contractor" means the party that performs the Services and/or supplies the Goods using its own means, methods, or manner of accomplishing the desired result pursuant to this Purchase Order.
 - "Policy on Prohibited Practices" means the GCF Policy on Prohibited Practices, as set out in decision B.22/19, and amended by decision B.23/08 (available on <https://iiu.greenclimate.fund/integrity-policies>).
 - "Purchase Order" or "PO" means the Purchase Order, these Terms and Conditions and any special conditions or annexes included.
 - "SEAH Policy" means the GCF Policy on the Protection from Sexual Exploitation, Sexual Abuse, and Sexual Harassment, as set out in decision B.23/16 (available on <https://iiu.greenclimate.fund/integrity-policies>).
 - "Services" means the services described in the Order Form to be provided to the GCF by the Contractor pursuant to this PO as well as any incidental services, if any, which are required as consequence of the provision of the Services.
3. **ACKNOWLEDGMENT AND ACCEPTANCE OF PURCHASE ORDER:** The Contractor, by signing the Purchase Order and returning it to GCF, or delivering the required goods and services, accepts the terms and conditions of the PO.
4. **PRICE AND PAYMENTS:** The price of the Services and/ or Goods stated in the Purchase Order shall constitute the full compensation to the Contractor, and shall include, unless otherwise stated, all costs, fees and other charges of any kind incurred by the Contractor related to the supply of Goods and/ or the performance of the Services. Payment shall be made within 30 days of acceptance of the Goods/Services and the submission of the supplier's invoice.

The Contractor shall submit the invoice(s) through the GCF Supplier Portal, or by email. Emails from the Contractor's official e-mail address in PDF format shall be submitted to procurement@gcfund.org.

In order not to delay the payment of invoices, the Contractor shall clearly indicate its banking details and the Purchase Order number on the invoices and attach all required supporting documents in accordance with the payment terms.
5. **CHANGES:** The GCF may make any change in the specifications including additions to, or deletions from, the scope of the Services and/ or the quantities of the Goods originally agreed. If any such change affects the amount due or the time of performance hereunder, an equitable adjustment shall be made by GCF to the amount or to the time of performance by written change order.
6. **TERMINATION:** GCF may, terminate, at any time, and at its option, this PO, in whole or in part, by giving written notice to the Contractor. Upon termination, Contractor shall be entitled to be paid for the Services satisfactorily performed and/ or Goods delivered in accordance with the terms of the PO prior to the effective date of termination. Such payment shall not exceed the total value of the PO after adjustment to account for the price associated with Services not performed and/ or Goods not delivered.
7. **DELAY:** Failure by the Contractor to perform the Services and/ or to deliver the Goods within the time specified in the PO, or within a reasonable period of time if no time is specified, shall, relieve the GCF, at its option, of its obligation to accept and pay for the Services and/ or Goods. If the Contractor encounters conditions impeding

timely performance of the Service and/ or delivery of the Goods, the Contractor shall notify the GCF in writing of the fact of the delay within three (3) days from its occurrence. The GCF shall evaluate the situation and advise the Contractor if the time for performance may be extended.

8. **INSURANCE:** The Contractor shall take out and maintain at all times during the term of the PO and at its own cost appropriate insurance coverage, which shall include such insurances as may be required by the law of the country of incorporation of the Contractor and/or the laws of the country in which the Services are to be performed or such other coverage as may be agreed upon in writing between the parties.

9. **WARRANTIES:** The Contractor warrants that the Goods shall be free from defect in design, material, workmanship and title; shall conform in all respects with the terms of the PO; and shall be of the best quality if no quality is specified. If any such defect in the Goods or Services become evident, and GCF so notifies the Contractor within a reasonable period of time after discovery of the defect, the Contractor shall thereupon promptly correct the defect at its expense. If the Contractor does not replace or repair the defective Goods within a period of time reasonable in the circumstances, GCF shall have the right to remedy the said defect at the Contractor's risk, cost and expense.

The Contractor warrants that the Services shall be provided in accordance with terms and specifications set out in this PO and be provided in good faith, with due professional care and in a manner that meets or exceeds prevailing industry standards, and that the Services and Goods do not infringe any third party trade secret, copyright, patent or trademark. If the Services in any aspects do not conform with the terms or specifications, GCF shall notify the Contractor and the Contractor shall promptly remedy such nonconformity. The Contractor shall during the entire term of the PO observe the highest standards of ethics, avoid any form of conflict of interest and comply with the applicable obligations of 'Covered Individuals' in the Policy on Prohibited Practices and the SEAH Policy which, amongst other things, include the obligations to:

- i) refrain from condoning, encouraging, participating in or engaging in Prohibited Practices or SEAH (as defined in the respective policy); and
- ii) promptly upon becoming aware of any suspected violation of either policy in connection with the activities under the PO, notify GCF in writing.

10. **INDEMNIFICATION:** The Contractor shall, at its own expense, hold harmless and defend GCF from and against all claims, suits, proceedings, demands, losses and liability of any kind or nature brought by any third party against the GCF, including but not limited to, all litigation costs and expenses, attorney's fee, settlement payments and damages, based on, arising from, or relating to (i) a claim, rightful or otherwise that the Goods, or any part thereof, infringe a patent or registered design of the country of manufacture, sale or use; or (ii) any willful misconduct, action, omission or gross negligence of the Contractor, or anyone directly or indirectly employed by them in the performance of the PO, which give rise to legal liability to anyone not a party to the PO, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

11. **GOVERNING LAW:** This PO shall be governed and interpreted according to the laws of the Republic of Korea without regard to its conflict of laws principles, subject to the privileges and immunities accorded to the Fund in the Governing Instrument and the Agreement between the Republic of Korea and the Green Climate Fund Concerning the Headquarters of the Green Climate Fund ("Headquarters Agreement").

12. **LANGUAGE:** The PO is in English, which shall be the binding and controlling language on matters relating to the meaning and / or interpretation of the PO. Notices and other correspondences pertaining to the PO that the Parties may exchange shall likewise be in English.

13. CONFIDENTIALITY.

“Confidential Information” means (i) all information relating to the GCF of which the contractor becomes aware in its capacity as the Contractor or which is received by the Contractor in connection with the Contract and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information, and (ii) information which is described and/or marked as “confidential” at the time of disclosure with respect to information disclosed by the Contractor to the GCF; Unless GCF states otherwise, disclosures by GCF to the Contractor shall be deemed confidential. The Contractor may only disclose the GCF’s Confidential Information to the Contractor-related persons (The Contractor’s officers, directors, employees, representatives, attorneys, agents, affiliates or approved subcontractors) who are directly involved and who need to know the information in providing the Services. The Contractor shall ensure that such Contractor-related persons are aware of and shall comply with the Contractor’s obligations as to confidentiality. For the avoidance of doubt any unauthorized disclosure of the GCF’s Confidential Information by a Contractor-related person shall be deemed to be a breach of this Article 3 by the Contractor. GCF may, as it deems appropriate and in light of the particular Services to be performed by the Contractor, request the Contractor to require any Contractor-related person to sign a confidentiality undertaking substantially similar to this Article 3 before commencing any work related to the Services covered by the Agreement.

14. PUBLICITY, AND USE OF THE NAME, TRADEMARK OR LOGO

The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the GCF, nor shall the Contractor, in any manner whatsoever use the name, trademark or logo of the GCF, or any abbreviation of the name of the GCF in connection with its business or otherwise without the written permission of the GCF.

15. PRIVILEGES AND IMMUNITIES and TAX EXEMPTION:

The Contractor acknowledges that the GCF has been accorded certain privileges, immunities and exemptions and that nothing in this PO shall be construed as an express or implied waiver, renunciation or other modification of any immunities, privileges or exemptions of GCF accorded under the Governing Instrument for the GCF, the Headquarters Agreement, or any international convention, treaty, agreement, or applicable law.

Under the Headquarters Agreement, GCF’s operations and transactions are exempt from all direct taxes, except those which are, in fact, no more than charges for public utility services; as well as from all indirect taxes, including any value-added tax and/or other similar tax, and excise duties levied on important purchases of goods and services for official purposes in the Republic of Korea.

The Contractor shall be responsible to pay any taxes, duties, fees or other impositions which may be levied on or in connection with the PO and performance of the Services or delivery of the Goods in the Republic of Korea or in any other country, the amount of which is deemed to have been included in the payment duly payable under the PO. The GCF shall not be liable to reimburse any such taxes.

16. ARBITRATION: Any dispute, controversy, or claim arising out of or relating to this PO, or the breach, termination, or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this PO. The number of arbitrators shall be one. The place of arbitration shall be Seoul. The language of arbitration shall be English.

17. MISCELLANEOUS: The Contractor agrees to make its best endeavor to uphold and to ensure that its subcontractors uphold the ten principles of the United Nations Global Compact. The Contractor acknowledges that it has reviewed these principles, which are available on the United Nations Global Compact website: www.unglobalcompact.org