

GENERAL TERMS AND CONDITIONS FOR PURCHASING OF GOODS AND SERVICES

1. A standard-form purchase order (the "Order") constitutes an offer by the SITA entity mentioned in the Order ("SITA") to purchase the goods set out in the Order (the "Goods") and/or the Services set out in the Order (the "Services") from the person, firm or company to whom the Order is addressed (the "Supplier") in accordance with and subject to these terms and conditions (the "Conditions"), provided however that there is no other written agreement of the same nature or purpose in effect between SITA and the Supplier at the date of this Order (an "Agreement"). In the case where there is an Agreement in effect, this Order shall be exclusively governed by the terms and conditions of the Agreement.
2. Except in respect of fraudulent misrepresentation, these Conditions alone govern and are incorporated in every contract or other course of dealings made or undertaken by SITA with the Supplier. They apply in place of and prevail over any terms or conditions (whether or not in conflict or inconsistent with these Conditions), contained or referred to in any quotation or other documentation submitted by the Supplier or in correspondence or elsewhere or implied by trade custom, practice or course of dealing and any purported provisions to the contrary are hereby excluded and/or extinguished and the Supplier agrees that any similar provision in its own terms and conditions shall be of no effect.
3. Any variation of these Conditions is valid only if it is in writing and signed by or on behalf of each of the Supplier and SITA. No other action on the part of SITA, whether by accepting Goods or Services or otherwise, shall be construed as an acceptance of any other conditions.
4. Each Order is deemed to be an offer by SITA to purchase Goods or Services from the Supplier subject to these Conditions. No Order is binding on SITA unless and until the Supplier accepts the Order, expressly, by giving notice of acceptance, or tacitly, by starting to perform in accordance with the Order, at which point the contract between the Supplier and SITA for the supply of Goods and/or Services in accordance with these Conditions, will come into existence ("Contract"). SITA is free to withdraw any Order prior to receipt of Supplier's notice of acceptance of the Order or Supplier starting to perform in accordance with the Order. For the avoidance of doubt, no relationship of exclusivity, nor any minimum purchase or future purchase obligations are assumed by SITA pursuant to these Conditions.
5. All Goods or Services must be delivered to or at the address stated on the Order ("Delivery Address"). Unless otherwise specified in the Order, all prices for Goods include packing, crates, insurance and delivery to the Delivery Address and all prices for Service include expenses for the provision of the Services. Unless otherwise specified in the Order, VAT and other sales taxes on the supply of Goods and Services are not included in the prices overleaf. Supplier shall be responsible for calculating and charging to SITA the proper VAT and other sales taxes. Goods remain at the Supplier's risk until delivered to the Delivery Address during SITA's normal working hours. Title in the Goods passes to SITA on proper delivery to the Delivery Address, whether or not SITA has made payment in respect of them, unless payment of the Goods is made prior to delivery, in which case title passes to SITA once payment has been made.
6. If the Supplier fails to deliver the Goods or perform the Services ordered by SITA in full within the period specified, then the Supplier shall on demand indemnify SITA against any losses, reasonable costs and expenses, claims or damages, directly attributable to the delay or failure to deliver or perform in full.
7. The Supplier warrants and represents to SITA that the Goods will (i) be of merchantable quality and fit for any purpose either held out by the Supplier or made known to the Supplier in writing prior to or at the time the Order is placed, (ii) be free from defects in design, material and workmanship, (iii) correspond with any relevant specification, (iv) not infringe any third party's intellectual property rights, (v) be supplied in accordance with SITA's Supplier Code of Conduct, set out in <http://www.sita.aero/others/supplying-sita>, and (vi) comply with all statutory requirements and regulations relating to the sale of the Goods, including, but not limited to, environmental laws, competition and export control rules. The Supplier further warrants to SITA that the Services will be provided (a) with the highest level of professional skill, care and diligence, (b) in a good and workmanlike manner, (c) in accordance with best industry practice, (d) without infringing any third party's intellectual property rights, (e) in accordance with SITA's Supplier Code of Conduct, set out in <http://www.sita.aero/others/supplying-sita>, and (f) in compliance with all laws, statutory requirements and regulations relating to the provision of the Services. Unless otherwise expressly agreed by the Parties, all Services will be provided by Supplier to SITA on a work-made-for hire basis and all related intellectual property rights resulting in connection therewith will be SITA's property. SITA's rights under these Conditions are in addition to any conditions implied under statute or common law in favour of SITA.
8. The Supplier shall indemnify defend and hold harmless SITA at its own expense against any claim brought against SITA alleging that the Goods and/or the Services provided to SITA infringe the intellectual property rights of any third party ('Intellectual Property Claim') and shall pay all costs, expenses, losses and/or damages incurred or suffered by SITA, in connection with such Intellectual Property Claim. In the event of an Intellectual Property Claim, SITA will (a) furnish the Supplier with reasonably prompt written notice of the Intellectual Property Claim and make no admission that adversely affects Supplier's ability to defend or settle an Intellectual Property Claim; (b) provide the Supplier (at Supplier's cost) with reasonable assistance in respect of the Intellectual Property Claim; and (c) give the Supplier the sole authority to defend or settle the Intellectual Property Claim.
9. No increase in the price set out in the Order may be made, whether on account of increased material, labour or transport costs or otherwise, without the prior written consent of SITA. The Supplier may invoice SITA, in accordance with the Order, on or at any time after proper delivery of the Goods or proper performance of the Services (as applicable). A valid invoice must contain a reference to the Order number and any other details reasonably required by SITA from time to time and/or required by the applicable tax authorities. Unless it is disallowed by local laws or regulations, invoices should be (a) issued in English or in English and the relevant local language, or (b) accompanied with an English translation, if issued in the relevant local language. Where permitted by law, the Supplier will invoice by way of electronic invoicing and will submit its e-invoices via the electronic invoicing portal, as selected by SITA. SITA will pay the undisputed invoice within 45 days from the date of receipt of the invoice at the address detailed in the Order but time for payment is not of the essence. Without prejudice to any other right or remedy, SITA is entitled to set off against the price due for Goods supplied or Services performed by Supplier any sums owed to SITA by the Supplier. If SITA fails to pay the price within 45 days from the date of receipt of the invoice at the address detailed in the Order, other than in the case of a bona fide dispute, SITA shall pay interest on the overdue sum for the period from the date when payment of the invoice became overdue up to the date of actual payment at the rate of 1% above the one-year LIBOR (London Interbank Offering Rate) quoted for the currency of payment on the day when the payment of the invoice became overdue. Supplier shall not deny or restrict the provision of the Goods and/or the Services during the pendency of a bona fide dispute that is subject to resolution pursuant to these Conditions.
10. Supplier agrees to treat, all information provided by SITA under any Contract or during the negotiations preceding any Contract, except information that is (i) on the effective date of a Contract, lawfully in the possession of the Supplier through sources other than SITA; or (ii) generally and publicly available other than as a result of breach of confidence by Supplier (together the "Confidential Information"), as strictly confidential, and shall use the same care to prevent disclosure of such information as Supplier uses with respect to its own valuable confidential and proprietary information of like kind, but not less than reasonable care. Supplier may not disclose Confidential Information to any person except (i) with the prior written consent of SITA; (ii) to authorised employees of Supplier whose duties justify their need to know such Confidential Information and who have been clearly informed of their obligation to maintain the confidential and proprietary status of such Confidential Information, (ii) to authorised contractors/subcontractors of Supplier who have a need to know such information in performing their duties for Supplier and who have signed a confidentiality agreement with Supplier at least as protective of such Confidential Information as these Conditions; and (iii) where and only to the extent that Supplier is required to make such disclosure by law, regulatory authority or a stock exchange; or in connection with legal proceedings relating to these Conditions or any Contract. Confidential Information may only be used for the purposes expressly permitted under any Contract entered into pursuant to these Conditions ("Purpose"). In the event that the Parties have entered into a separate non-disclosure agreement for the Purpose, the terms of the non-disclosure agreement will prevail over this Condition 10 and will be incorporated into every Contract or other course of dealings made or undertaken by SITA with the Supplier.
11. If within 12 months of delivery of the Goods or performance of the Services SITA gives written notice to the Supplier of any defect in the Goods or Services arising under proper use from faulty design, materials or workmanship, the Supplier shall at his own cost immediately and without prejudice to any right of SITA replace or repair the defective Goods and/or re-perform the applicable Services.

12. (i) Without prejudice to its other rights and remedies, SITA may terminate without liability any Contract which has in whole or in part not been fully and properly performed by the Supplier. Furthermore, SITA may cancel an Order, even following acceptance, without cause in which event SITA's sole liability shall be (a) in the case of Services, to pay a reasonable sum to the Supplier for work duly performed up to the date of termination, and (b) in the case of Goods, to pay the actual direct costs incurred by the Supplier up to the date of termination. Upon termination of a Contract for any reason, the Supplier will deliver to SITA (and unless otherwise expressly agreed by the Parties, transfer title to SITA) the fabricated and unfabricated parts, work in progress, completed works, supplies and other materials produced or acquired for the portion of the terminated Contract.
- (ii) In the event that a Contract is terminated for any reason or expires, the following Conditions – 6 to 25, and any such other Conditions the survival of which is necessary for the interpretation or enforcement of these Conditions or any Contract thereunder, shall continue to have effect after any termination or expiry of such Contract.
- (iii) Termination of a Contract in part or in whole does not extinguish or otherwise effect any rights of either party against the other which accrued prior to the time of the termination, or otherwise relate to or arise from any breach or non-observance of obligations under these Conditions or a Contract thereunder which arose prior to the time of termination.
- (iv) Upon termination of a Contract (for whatever reason) the Supplier will return to SITA all Confidential Information, documents, records, papers or other property which may be in its possession or under its control and which relate in any way to the property business affairs of SITA.
13. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE, ARISING OUT OF OR IN CONNECTION WITH THESE CONDITIONS AND/OR ANY CONTRACT THEREUNDER, WHETHER FOR BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR ANY OTHER LAW. NOTHING IN THESE CONDITIONS OR ANY CONTRACT SHALL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR FRAUD, DEATH OR PERSONAL INJURY CAUSED BY SUCH PARTY'S NEGLIGENCE OR WILFUL MISCONDUCT, ANY INDEMNITY PROVIDED UNDER THESE CONDITIONS, NOR ANY OTHER LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY THE APPLICABLE LAW.
14. The Supplier is to effect and maintain with a reputable insurance company general liability insurance, product liability insurance, and professional indemnity insurance policies in amounts sufficient to cover its potential liabilities to SITA and/or the SITA customer and/or third parties pursuant to any Contract and in any case no less than US\$ 1,000,000. The Supplier shall supply to SITA on request copies of such insurance policies and evidence that the relevant premiums have been paid.
15. Unless otherwise set out in the Conditions, a provision of these Conditions or a right created under it, may not be waived or varied except in writing, signed by the party or parties to be bound. No waiver by SITA of any breach of these Conditions by the Supplier will be considered as a waiver of any subsequent breach of the same or any other provision and no other action by SITA in respect of a breach will be deemed to bind SITA to take the same action in respect of future breaches.
16. Supplier will not assign, transfer, subcontract or otherwise deal with any of its rights or obligations under these Conditions and any Contract under them, without the prior written consent of SITA.
17. No person other than the Supplier and SITA shall have any rights under any Contract formed hereunder.
18. These Conditions and any Contract under them do not make a party an agent, joint venturer, partner or employee of the other party for any purpose or creates any agency or trust and no party has the power or authority, to bind the other party in any way.
19. The rights and remedies provided in these Conditions are in addition to any other rights and remedies given by law independently of these Conditions and none of them will be in limitation of any such other right or remedy.
20. Unless there is Agreement between the Parties, these Conditions, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
21. A notice, approval, consent or other communication in connection with these Conditions and any Contract arising thereunder, must be in writing, signed by the sender, and marked for the attention of the person identified in the details. They must be:
- (a) left at the address set out in the Order; or
 - (b) sent by prepaid post or courier to the address set out in the Order (or changed postal address, if the recipient notifies the sender of same).
- A copy of any notice to SITA must be simultaneously sent to:
- General Counsel
SITA
Chemin de Joinville
PO Box 31
1216 Cointrin, Geneva
Switzerland.
22. If any provision of these Conditions is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of these Conditions will remain in full force and effect and will not in any way be impaired. If any provision of these Conditions is held to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question will apply with the minimum modifications necessary to make it valid and enforceable.
23. Neither party shall be liable to the other for any default under these Conditions caused by war, fire, flood, riot, drought, governmental action or act of God ("Force Majeure Event") provided that the Supplier must immediately inform SITA of the existence of any Force Majeure Event and SITA is entitled to cancel the Order (or any part of it) without liability and without prejudice to its other rights and obligations where the Force Majeure Event subsists for a period of 10 days or more. SITA reserves the right to defer the date of delivery or to cancel the Order or to reduce the volume of the Goods or the scope of the Services ordered if it suffers a Force Majeure Event.
24. (a) Supplier represents and warrants that, in connection with the performance of any Contract, it will at all times, and ensure its subcontractors', will at all times:
- (i) comply with all applicable anti bribery and corruption laws; and
 - (ii) not, directly or indirectly, offer, promise or give any financial or other advantage to, nor request, agree to receive or accept such an advantage from, any other person, intending to obtain or retain business or any advantage in the conduct of business for SITA.
- (b) Supplier acknowledges that, where SITA reasonably believes that Supplier, or any of its subcontractors', has breached any provision of this Condition 24, SITA may, without prejudice to any other rights it may have, (a) withhold any or all payment due to Supplier and/or (b) give notice under Condition 21 to suspend or terminate the relevant Contract or all Contracts with immediate effect.
- (c) To the extent permitted by law, Supplier shall indemnify SITA and hold SITA harmless from and against any claims, costs, fines, losses, damages, liabilities and expenses, howsoever arising out of or in connection with any breach of this Condition 24.
25. These Conditions and the Contract arising under them are governed by and are to be construed in accordance with English law. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Conditions and any Contract arising under them.