

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 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. 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. 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 to SITA that the Goods will 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, will be free from defects in design, material and workmanship, will correspond with any relevant specification, will not infringe any third party's intellectual property rights and will 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 with the highest level of professional skill, care and diligence and in a good and workmanlike manner and in accordance with best industry practice, will not infringe any third party's intellectual property rights and will comply with all statutory requirements and regulations. 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 defend at its own expense 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 and damages awarded or agreed to in settlement of an Intellectual Property Claim, provided that SITA (a) furnishes the Supplier with reasonably prompt written notice of the Intellectual Property Claim and makes no admission that adversely affects Supplier's ability to defend or settle an Intellectual Property Claim; (b) provides the Supplier (at Supplier's cost) with reasonable assistance in respect of the Intellectual Property Claim; and (c) gives 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. SITA will pay the price 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.
10. 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.
11. 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 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.
12. Neither party shall be liable to the other for any indirect loss (including loss of profits, business revenue, goodwill, expectation or anticipated income or savings) incurred by the other party as a result of any breach of these Conditions by such party or as a result of the operation of any of these Conditions. Nothing in these Conditions shall exclude or limit either party's liability for fraud, death or personal injury caused by such party's negligence or wilful misconduct, nor Supplier's liability under Condition 8.
13. 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.
14. 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.
15. 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.
16. These Conditions and the contract arising under them are governed by and are to be construed in accordance with English law.