



GENERAL CONDITIONS OF CONTRACT (GOODS)

SECTION I: GENERAL

1. INTEGRAL PART

These General Conditions of Contract (Goods) (the "GCC") constitute an integral part of the Contract, as the term is defined in Article 3(c) herein.

2. ORDER OF PRECEDENCE

Prevalence between or among the documents forming the Contract shall be determined as follows:

- (a) Where the Contract is concluded on the basis of an OSCE Purchase Order the order of precedence shall be: (i) the OSCE Purchase Order; (ii) these GCC; (iii) the Solicitation Document (if applicable); (iv) the Offer (if applicable); and (v) additional documentation, if any, that is annexed to the Contract or incorporated therein by way of reference; or
- (b) Where the Contract is concluded by means of another form of agreement the order of precedence shall be: (i) the relevant form of agreement; (ii) these GCC; (iii) the Solicitation Document (if applicable); (iv) the Offer (if applicable); and (v) additional documentation, if any, that is annexed to the Contract or incorporated therein by way of reference.

3. DEFINITIONS

In the Contract as it is defined below, words and expressions shall have the following meanings assigned to them, except where the context requires otherwise:

- (a) "Carrier" means, if and as applicable, the legal or natural person commissioned by the Contractor or the OSCE to transport the Goods;
- (b) "Conflict of Interest" means any situation involving competing professional and personal objectives, which could either impair fulfillment of the Contractor's obligations under this Contract or create an appearance of impropriety;
- (c) "Contract" or "Agreement" means, as applicable, either: (i) the relevant OSCE Purchase Order together with these GCC and all additional documentation, if any, that is annexed thereto or incorporated therein by way of reference; or (ii) the written agreement of the Parties relating to the procurement of Deliverables together with these GCC and all additional documentation, if any, that is annexed thereto or incorporated therein by way of reference;
- (d) "Contractor" means the legal or natural person specified in the Contract (in the case of an OSCE Purchase Order, in the 'Contractor:' field), together with any legal successor(s) in title;
- (e) "Day" means any calendar day;
- (f) "Deliverables" means the Goods and, if applicable, the Services identified in the Contract;
- (g) "Delivery Date(s)" means, as applicable, the exact or latest possible date(s) by which the Contractor shall deliver the Goods or provide the Services to the OSCE under the Contract (in the case of an OSCE Purchase Order, as stated in the 'Delivery Date:' field);

- (h) "Delivery Term" means, unless otherwise specified in the Contract (in the case of an OSCE Purchase Order, in the 'Delivery Terms:' field), DAP (Delivered At Place). Any inclusion in the Contract of DAP or of another Delivery Term shall be considered a reference to INCOTERMS (International Commercial Terms) 2010;
- (i) "*Force Majeure*" means any unforeseeable and irresistible act of nature, any act of war (whether declared or undeclared), invasion, revolution, terrorism or other occurrence of a similar scale that prevents or impairs performance of the Contract, provided that such act is not attributable to the fault or negligence of the Contractor and cannot be prevented by it; neither strikes or labour stoppages by the Contractor's workforce nor civil unrest shall constitute *Force Majeure*;
- (j) "Goods" means any and all of the products to be supplied by the Contractor to the OSCE under the Contract, including any replacement parts furnished pursuant to a warranty or otherwise, regardless of whether the Price(s) for such Good(s) is or are separately indicated;
- (k) "Marks" or "Markings" means information placed on the outer surfaces of shipping containers or Packaging, including but not limited to the country of origin, address labels, identifying numbers, box specifications, cautions or directional warnings (in the case of an OSCE Purchase Order, as stated in the 'Shipping Marks:' field);
- (l) "Offer" shall mean the commercial proposal submitted by the Contractor, whether in response to a Solicitation Document or otherwise;
- (m) "OSCE" or "Organization" means the Organization for Security and Co-operation in Europe, including the OSCE Secretariat, Institutions (the Office of the High Commissioner on National Minorities (HCNM), the Office of Democratic Institutions and Human Rights (ODIHR) and the Office of the Representative on Freedom of the Media) and Field Operations (Missions, Centres, Groups, Presences, Offices, Project Coordinators and any other field operations), whichever is or are applicable;
- (n) "OSCE Purchase Order" or "Purchase Order" (PO) means the OSCE's official ordering document, as it may be updated from time to time;
- (o) "Packing" shall mean the containment and preparation of the Goods for handling, shipment and storage, and "Packaging" shall mean all materials used in this process;
- (p) "Party" means the OSCE or the Contractor, and "Parties" means the OSCE and the Contractor;
- (q) "Place(s) of Delivery" means the location(s) where the Goods are to be delivered and, if applicable, the Services are to be rendered under the Contract (in the case of an OSCE Purchase Order, as stated in the 'Ship to:' field);
- (r) "Price(s)" or "Contract Price(s)" means the price(s) of the Deliverables;
- (s) "Services" means any and all services to be provided by the Contractor to the OSCE under the Contract, including but not limited to training, installation, maintenance, repair or other applicable after-sales service, regardless of whether the Price(s) for such Service(s) is or are separately indicated;
- (t) "Solicitation Document" means if and as applicable the Request for Quotations (RFQ), Invitation to Bid (ITB) or Request for Proposals (RFP) issued by the OSCE; and
- (u) "Transport Documents" means all applicable forms evidencing or required for the shipment, customs clearance, receipt or acceptance of the Goods, including but not limited to bills of lading, air waybills, declarations, and permits and licenses needed for special categories of products.

4. INDEPENDENT RELATIONSHIP; TAX LIABILITY

1. The Contractor is engaged as an independent contractor for the sole purpose of providing the Deliverables. Nothing in the Contract shall be construed as creating a partnership, joint venture, agency or employer-employee agreement of any kind. Neither Party shall be authorized to bind the other legally, financially or otherwise except as explicitly indicated in the Contract.

2. Unless otherwise specified in the Contract, payment of all taxes relating to provision of the Deliverables shall be the exclusive responsibility of the Contractor, and the OSCE shall have no obligation to withhold or pay such taxes on the Contractor's behalf.

5. NON-EXCLUSIVITY

Unless otherwise specified in the Contract, the OSCE shall have no obligation to purchase any minimum quantity of Goods or Services from the Contractor, and the OSCE shall retain the right to obtain Goods or Services of the same kind, quality and quantity described in the Contract from any other source at any time.

6. DISCLAIMER

Except as expressly indicated in the Contract, the OSCE makes no warranty whatsoever with respect to any document or material (including but not limited to diagrams, blueprints, charts and schemes) provided by the OSCE to the Contractor in connection with the Deliverables, and the Contractor shall be responsible for independently assessing the accuracy of such data before taking any action or incurring any subsequent expense in relation thereto. The OSCE shall provide the Contractor with access reasonably required for this purpose.

SECTION II: CONTRACTOR'S OBLIGATIONS REGARDING DELIVERABLES

7. DELIVERABLES

1. The Contractor declares that the Deliverables:

- (a) are of the quality(ies), quantity(ies) and description(s) required by, and conform to the technical specifications or terms of reference of, the Contract;
- (b) fully comply with applicable laws, ordinances, rules and regulations; and
- (c) are free from any right or claim of a third party, including rights based on industrial or intellectual property.

2. If the Contract includes the provision of Services, the Contractor further declares that:

- (a) it is competent to perform the Services; and
- (b) it has the necessary associated capacities and qualifications, including knowledge, certifications, skills and personnel.

3. Time shall be of the essence in the provision of the Deliverables.

8. OBLIGATIONS FOR GOODS

1. The Contractor declares that the Goods furnished under the Contract are new, unused and free from defects in design, workmanship or materials, are fit and suitable for the general or particular purpose(s) described in the Contract and are free from any right or claim of a third party, including but not limited to liens and security interests and industrial or intellectual property rights such as copyrights, patents and trade secrets.

2. Except in the case of perishable or ordinary consumable Goods or unless otherwise specified in the Contract, the Contractor shall provide a warranty that is valid for a period of 2 (two) years from the date of their acceptance by the OSCE.

3. For any claim by the OSCE within the warranty period, the Contractor shall promptly, as appropriate, repair the Goods or replace any or all necessary parts with Goods or parts of the same or better quality on site or through an exchange at no charge to the OSCE, or at its expense accept a return of the Goods for a full refund.

4. Unless otherwise specified in the Contract, all repairs and replacement parts shall be warranted for 2 (two) years or until the end of the original warranty period, whichever is longer.

5. Any term of an applicable Contractor or manufacturer warranty that is more favourable than or in addition to paragraphs 1 through 4 of this Article shall apply to the Contract.

6. The Contractor's obligations under this Article shall survive completion, expiration, cancellation or termination of the Contract.

9. OBLIGATIONS FOR SERVICES

The following warranties shall apply in the event that the Contract includes the provision of Services.

1. The Services shall be rendered in accordance with the location(s), commencement and completion dates and any other requirements specified in the Contract.

2. The Services shall be performed with due care, efficiency and diligence, in accordance with the best industry practices.

3. The Contractor shall adhere to the highest standard of care in safeguarding or using OSCE property while such property is in its possession or subject to its custody or control, and the Contractor shall be responsible for any loss or damage resulting from its failure to do so.

4. Any correction or re-performance of any Service reasonably required by the OSCE in its sole judgment shall be done at the expense of the Contractor.

5. Any term of an applicable Contractor service warranty that is more favourable than or in addition to paragraphs 1 through 4 of this Article shall apply to the Contract.

6. Where applicable, the Contractor's obligations under this Article shall survive completion, expiration, cancellation or termination of the Contract.

SECTION III: DELIVERY, INSPECTION AND ACCEPTANCE

10. DELIVERY

1. The Contractor shall deliver the Goods and provide the Services according to the Delivery Term (in the case of Goods, INCOTERM) and Place(s) of Delivery specified in the Contract.

2. The Contractor shall strictly adhere to the Delivery Date(s) specified in the Contract.

3. The Contractor shall ensure timely provision of all necessary Transport Documents so as to enable the OSCE to take delivery of the Goods in accordance with the requirements of the Contract, and shall bear full risk of loss, damage, destruction or spoilage in accordance with the applicable Delivery Term (i.e. INCOTERM).

11. PACKING

1. The Contractor shall provide such Packing of the Goods as is required to prevent their damage or deterioration during transportation, taking into account the remoteness of the final destination and applicable climatic conditions. The Packing shall be sufficient to withstand rough handling and transportation.

2. All Packaging materials shall be non-returnable.

12. MARKING

The Packing shall contain Markings in accordance with the Contract, applicable laws and requirements of the Carrier(s). In particular, the Goods shall be marked with the OSCE Purchase Order number and the net, gross and tare weights, the contents shall be clearly shown on each container, and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings.

13. INSPECTION AND ACCEPTANCE

1. The OSCE and its duly authorized representative(s) shall have the right, before acceptance or payment, to inspect the Goods at the Contractor's facilities during or after manufacturing, at relevant ports or places of shipment or at the OSCE's premises upon delivery. The Contractor shall make its facilities accessible for inspection.

2. Following inspection, the OSCE shall issue a written protocol identifying the Deliverables that it accepts. The OSCE may, without incurring any liability to the Contractor, reject Deliverables that do not fully conform to the requirements of the Contract.

3. Notwithstanding any other rights or remedies available to the OSCE under the Contract, the Contractor shall, at its own expense, as directed by the OSCE in its sole discretion, replace the rejected Goods and Services, rectify the non-conformity or bear additional expenses incurred by the OSCE due to procurement of applicable Deliverables from third parties.

4. In the case of Goods ordered on the basis of specifications or samples, the OSCE shall have the right to reject the Goods or any part thereof if the Goods do not conform fully to the stated declarations. Nothing in this Article shall in any way release the Contractor from any warranty or other obligation under the Contract.

14. SHIPPING AND INSURANCE

1. The Parties' respective responsibilities concerning arrangement of shipping and insurance, and for payment of any corresponding cost(s), shall be in accordance with the applicable Delivery Term (i.e. INCOTERM).

2. Partial shipments for Goods may only be made with the advance written consent of the OSCE.

15. CUSTOMS DECLARATION

If required, the customs declaration shall be provided in accordance with the applicable Delivery Term (i.e. INCOTERM).

16. OBSERVANCE OF LAW AND STANDARDS

1. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of the Contract.

2. Attainment of any license (including an export or import license for the Goods), permit or authorization that is required for provision of the Deliverables shall be the sole obligation of the Contractor. Should any governmental entity refuse, delay or hinder the Contractor's ability to obtain any such license, permit or authorization, the Contractor shall immediately notify the OSCE.

3. The Contractor shall neither directly nor indirectly engage in any business activity that contravenes economic sanctions imposed by the United Nations.

4. Neither the Contractor nor its personnel shall, directly or indirectly, engage in any practice inconsistent with international human rights laws and standards that prevent, *inter alia*, child labour, sexual exploitation and trafficking in human beings.

SECTION IV: GENERAL OBLIGATIONS OF THE CONTRACTOR

17. DISCRETION AND CONFIDENTIALITY

The Contractor is required to exercise the utmost discretion in all matters relating to the Contract. Unless required in connection with the performance of the Contract or expressly authorized in writing by the OSCE, the Contractor shall not disclose at any time to any third party any information which has not been made public and which is known to the Contractor by reason of its association with the OSCE. The Contractor shall not, at any time, use such information to any private advantage. These obligations shall survive the completion, expiration, cancellation or termination of the Contract.

18. NO ADVERTISING

Unless authorized in writing by the OSCE, the Contractor shall not advertise or otherwise make public the fact that it is a contractor to the OSCE, or use the name, emblem, logo, official seal or any abbreviation of the OSCE.

19. NO ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of the Contract or any part thereof or of any of the Contractor's rights, claims or obligations under the Contract except with the express written consent of the OSCE. Any assignment made without such consent shall be void and without effect.

20. NO SUBCONTRACTING

1. The Contractor shall not subcontract any of its obligations under the Contract without the express written consent of the OSCE. The OSCE may require the Contractor to furnish particulars of any proposed subcontractor as it deems necessary.

2. The OSCE's approval of any subcontracting shall not relieve the Contractor from any liability or obligation under the Contract. In any subcontract, the Contractor agrees to bind the subcontractor by the same terms and conditions by which the Contractor is bound under the Contract.

21. NO CONFLICT OF INTEREST

The Contractor declares that, except as may have been disclosed to the OSCE in writing, neither it nor any of its personnel has a Conflict of Interest with the OSCE, and that it shall immediately disclose in writing any actual or potential Conflict of Interest that later arises and await further instructions from the OSCE. Any violation of this Article shall constitute a material breach, entitling the OSCE to terminate the Contract with immediate effect.

22. RESPONSIBILITY FOR PERSONNEL; INSTRUCTIONS

1. The Contractor shall be responsible for the technical and professional competence of its personnel, and will select, for the performance of any Services, suitably qualified and competent individuals.

2. The Contractor shall neither seek nor accept instructions from any authority external to the OSCE in connection with the performance of its obligations under the Contract. The Contractor shall refrain from any action which may adversely affect the OSCE and shall fulfill its commitments with the fullest regard to the interests of the OSCE.

3. While present at OSCE premises the Contractor's personnel shall, at all times, comply with requests and instructions of relevant OSCE officials.

4. Nothing in paragraphs 1 through 3 of this Article shall be construed as creating any obligation on the part of the OSCE with respect to the Contractor's personnel assigned to provide Deliverables under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

23. OSCE STAFF MEMBERS NOT TO BENEFIT

The Contractor shall not grant to any official of the OSCE any direct or indirect benefit or preferential treatment on the basis of the Contract or the award thereof. Any violation of this Article shall constitute a material breach, entitling the OSCE to terminate the Contract with immediate effect.

24. INSURANCE

1. Insurance for the Goods shall be in accordance with the Delivery Term (i.e. INCOTERM) specified in the Contract.

2. If Services are provided in connection with the delivery of Goods, for the entire duration of the Contract the Contractor shall maintain insurance coverage, in amounts required by applicable law or in the absence of legal obligations in amounts consistent with industry standards, for, at a minimum: (i) third-party claims for death, bodily injury and loss of or damage to property arising from or in connection with provision of the Deliverables; and (ii) workers' compensation.

3. Upon request by the OSCE, the Contractor shall promptly produce documentary evidence that any required policies are in force. Additionally, the Contractor shall promptly present to the OSCE any information concerning a reduction in insurance coverage.

4. If the Contractor fails to comply with its obligations under this Article, the OSCE shall be entitled to procure equivalent insurance and, without limitation, to deduct such costs from any sums due to the Contractor.

25. RECORDKEEPING

The Contractor shall keep accurate and systematic accounts and records in respect of its performance of the Contract, in accordance with internationally accepted bookkeeping standards and principles.

26. AUDIT

The Contractor shall permit the OSCE or its designated representative periodically, and up to 7 (seven) years after the completion, expiration, cancellation or termination of the Contract, to examine these accounts and records, to have them audited by third parties appointed by the OSCE and to have copies made. Any price charged to the OSCE for copies shall not exceed reasonable, actual expenses incurred by the Contractor.

SECTION V: PRICE, INVOICES AND PAYMENT

27. PRICE(S)

Except as otherwise stated in the Contract, the Price(s) of the Deliverables shall not be increased within the applicable period unless agreed in a formal amendment.

28. INVOICES AND VAT

1. All invoices shall be in original and shall reference: (i) the OSCE Purchase Order number; (ii) a description of the Goods or Services provided; (iii) the quantity(ies) of the Goods or Services provided; (iv) the unit and total Price(s) of the Goods delivered and any Services provided; and (v) the currency of the invoice and payment as specified in the Contract.

2. Unless otherwise authorized by the OSCE in writing, a separate invoice shall be submitted for each shipment under the Contract.

3. Where pursuant to applicable local legislation the OSCE does not enjoy an exemption of the value added tax (VAT) (or alternatively, is not entitled to a zero-percent VAT rate), each invoice shall indicate the VAT on a separate line.

4. If it is later determined that the Contractor was not liable for any tax that was included in the Price paid by the OSCE, or that having paid any tax the Contractor is entitled to a refund, the OSCE shall have the right to deduct the full amount of excess charges by the Contractor from payments under one or more subsequent invoices; payment of such an adjusted amount shall constitute full payment by the OSCE. The Contractor shall be liable to the OSCE for the full amount of excess charges, and upon a written demand by the OSCE shall promptly return any amounts that are not offset by adjustments under this paragraph 4. This obligation shall survive the completion, expiration, cancellation or termination of the Contract.

29. PAYMENT

1. Unless otherwise stipulated in the Contract (in the case of an OSCE Purchase Order, as stated in the 'Payment Terms:' field), the OSCE shall make payment within 30 (thirty) Days from the later of:

- (a) satisfactory delivery of the Goods and performance of any applicable Services;
- (b) acceptance by the OSCE thereof; and
- (c) receipt of the original, conforming invoice issued by the Contractor (in the case of an OSCE Purchase Order, as stated in the 'Invoice to:' field).

2. Payment for any Deliverables by the OSCE shall not be deemed an acceptance thereof.

3. The OSCE shall not pay any surcharge for late payments.

30. WITHHOLDING OF PAYMENTS

Without prejudice to any other right or remedy the OSCE may have, the OSCE may withhold any payment or part(s) thereof to the Contractor to the extent necessary to protect the Organization from loss under the Contract on account of any breach or default by the Contractor. Any such withholding by the OSCE shall not affect the Contractor's obligation to continue performance under the Contract. The OSCE shall inform the Contractor in writing of its intent to withhold payment. No interest shall accrue on payments withheld by the OSCE in accordance with this Article.

31. CURRENCY AND EXCHANGE RATES

1. Unless otherwise stipulated in the Contract or required by applicable law, each payment shall:

- (a) be made in Euro (EUR); or
- (b) if transacted in a currency other than EUR, be calculated in accordance with the monthly OSCE exchange rate then in effect; and
- (c) be transferred to the bank account belonging to the Contractor which is accepted by the OSCE. The OSCE shall not effect any payment to a third-party account.

2. The Contractor shall bear all costs, fees and commissions that its bank imposes on any payment made by bank transfer.

SECTION VI: PENALTIES; DELAYS; INDEMNITY

32. PENALTIES

If, in accordance with Article 36(2)(a) of these GCC the OSCE imposes penalties on the Contractor, such penalties shall amount to 0.5% (zero point five percent) of the total Contract Price for each Day following the Delivery Date(s) specified in the Contract, not to exceed 10% (ten percent) of the total Contract Price. The penalties for the delay may be deducted by the OSCE from any sum(s) due, or to become due, to the Contractor.

33. DELAY NOT ATTRIBUTABLE TO THE CONTRACTOR

If at any time the Contractor is delayed in providing the Deliverables or in fulfilling any other obligation under the Contract due to any cause beyond the Contractor's reasonable control, including but not limited to *Force Majeure*, the OSCE may, by written notice, extend the Delivery Date(s) or fulfillment of any other obligation for such period of time as the OSCE grants at its sole discretion.

34. INDEMNITY

1. The Contractor shall indemnify, hold harmless and defend at its own expense the OSCE, its officials, agents, servants and employees from and against all suits, claims, demands and liability of any nature or kind, including without limitation costs and expenses resulting from acts or omissions of the Contractor or its employees, agents or subcontractors in the performance of the Contract.

2. This Article shall include, without limitation, claims and liabilities relating to worker's compensation or the infringement of intellectual property rights.

SECTION VII: TERMINATION

35. TERMINATION FOR CONVENIENCE

1. Unless otherwise stated in the Contract, the OSCE shall have the right to terminate the Contract at any time, in whole or in part, by serving a 30 (thirty) Day written notice to the Contractor.

2. In the event of termination under this Article the Contractor shall be paid, in accordance with the Prices, for Deliverables that have been provided and accepted by the OSCE and that remain unpaid. The Contractor may charge the OSCE for actual costs reasonably and properly incurred up to the date of termination by the OSCE under this Article, but in no case shall the total amount of payment to the Contractor exceed the aggregate Contract price. The Contractor shall have no claim for damages, compensation, loss of profit or otherwise except as provided in this paragraph.

36. TERMINATION FOR BREACH; ALTERNATIVES

1. The OSCE may hold the Contractor in default if the Contractor fails or refuses:

- (a) to make available or deliver any or all of the Goods or to perform the Services under the Contract, including due to the inability to obtain required authorizations pursuant to Article 16(2) of these GCC; or
- (b) to comply with any or all of the other terms and conditions set out in the Contract.

2. When the Contractor is thus in default, the OSCE may, at its sole discretion:

- (a) impose penalties in accordance with Article 32 of these GCC;
- (b) by written notice, set a reasonable period of time for the Contractor to remedy its default; if the Contractor does not remedy its default within the additional period of time the OSCE may then terminate the Contract with immediate effect; or
- (c) by written notice to the Contractor, terminate the Contract immediately in whole or in such part or parts in respect of which the Contractor is in default. In this case the OSCE may engage another contractor to provide the Deliverables and recover from the Contractor any resulting additional costs.

37. TERMINATION FOR INSOLVENCY, BANKRUPTCY ETC.; NOTICE

1. Should the Contractor become insolvent or should control of the Contractor change by virtue of insolvency, the OSCE may with immediate effect and without prejudice to any other right or remedy available to it, suspend performance of the Contractor's obligations or terminate the Contract with immediate effect, by providing the Contractor with written notice thereof.

2. Should the Contractor be adjudged bankrupt, or should the Contractor make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Contractor's insolvency, the OSCE may, without prejudice to any other right or remedy available to it, terminate the Contract with immediate effect by providing the Contractor with written notice thereof.

3. The Contractor shall immediately give written notice to the OSCE of the occurrence of any circumstance known or likely to alter materially the Contractor's legal or financial status, including but not limited to actual or pending liquidation, reorganization, change of ownership, insolvency or bankruptcy.

38. TERMINATION FOR FORCE MAJEURE

As soon as possible after the occurrence of any event constituting *Force Majeure*, but no later than 3 (three) Days, the Contractor shall give notice and full particulars in writing to the OSCE. If the Contractor is thereby rendered unable, wholly or in part, to meet its obligations under the Contract, the OSCE may terminate the Contract with immediate effect by providing written notice to the Contractor.

SECTION VIII: FINAL PROVISIONS

39. CONCLUSION OF THE CONTRACT

1. The Contract shall be concluded upon countersignature.

2. Unless otherwise stipulated in the Contract, the effective date shall be the same as the date of countersignature.

40. CAPACITY AND AUTHORITY

Each Party declares that its signatory is duly authorized to enter into the Contract on behalf of, and to bind, that Party.

41. GOVERNING LAW

The Contract shall be governed by and construed in accordance with the substantive laws of the Republic of Austria.

42. GOVERNING LANGUAGE

Unless otherwise agreed by the Parties, English shall be the binding and controlling language for all matters relating to the Contract.

43. SETTLEMENT OF DISPUTES

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract or its interpretation. Any dispute, controversy or claim arising out of or in relation to this Contract shall be settled through negotiations between the Parties. If the Parties fail to settle the dispute amicably within 60 (sixty) Days of commencement of the negotiations, the dispute shall be settled through arbitration. Arbitration shall be performed in accordance with the UNCITRAL arbitration rules. One sole arbitrator, who shall have full powers to make final and binding decisions, shall be appointed. The appointing authority shall be the Permanent Court of Arbitration at The Hague. The place of arbitration shall be Vienna and the language used in the arbitration proceedings shall be English.

44. ENCUMBERANCES AND LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance to be filed or to remain on file in any public office against any monies which the Contractor believes are due or will become due from the OSCE in relation to the Contract or for any other reason.

45. NOTICES

Unless otherwise agreed by the Parties in writing, any notice given in connection with the Contract shall be in English, and shall be deemed to be validly given if sent by registered mail or by facsimile to the following contact persons:

- (a) if the Contract is concluded with the OSCE Secretariat – the Chief, Procurement and Contracting Unit; or
- (b) if the Contract is concluded with another OSCE Institution or Field Operation – the Head of Administration and Finance (also known as the Chief of Fund Administration).

46. AMENDMENTS

1. No modification, amendment or change to the Contract, or waiver of any of its provisions, or any additional contractual relationship with the Contractor shall be valid unless approved in the form of a written amendment to the Contract, signed by a duly authorized representative of each Party.

2. Unless otherwise specified in the Contract, a change to the person(s) acting as a Party's contractual or technical focal point(s) does not require a formal amendment, and may be affected by means of a written notification.

47. WAIVER

A waiver of any breach of or default under the Contract shall not constitute a waiver of any other breach or default, and shall not affect the other terms of the Contract. The rights and remedies provided by the Contract are cumulative and are not exclusive of any other rights or remedies.

48. SEVERABILITY

The invalidity or unenforceability in whole or in part of any condition of the Contract shall not affect the validity or enforceability of the remaining conditions thereof.

49. ENTIRE AGREEMENT

The Contract constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between them, whether orally or in writing, relating to the subject matter thereof.

50. INTERPRETATION OF THE CONTRACT

1. Headings of Articles are inserted for reference only and shall not be used for any interpretation of the Contract.

2. Where the context so permits, "or" shall be construed as meaning "and/or," words in the singular shall be deemed to include the plural and vice versa and words in the masculine form shall be deemed to include the feminine and vice versa.

51. PRIVILEGES AND IMMUNITIES

Nothing in or relating to the Contract shall be deemed, or interpreted as, a waiver of the privileges and immunities enjoyed by the OSCE.