



GENERAL TERMS AND CONDITIONS for purchasing of goods and/or services - WWF-World Wide Fund for Nature (formerly World Wildlife Fund)

Article 1. Definitions

1.1 WWF INTERNATIONAL:

WWF-World Wide Fund for Nature (formerly World Wildlife Fund), a Swiss foundation pursuant to Articles 80 ff of the Swiss Civil Code, No. CH-550.0.128.920-7, with its registered address at Rue Mauverney 28, 1196 Gland, Switzerland. To achieve its primary and other objectives, WWF INTERNATIONAL finances and organizes nature conservation projects..

1.2 The counterparty:

The natural or legal person with which WWF INTERNATIONAL contracts an agreement for the purchase/delivery of goods, the performance of services or activities, or any other contract.

1.3 Processing of personal data:

The processing and/or editing of personal data, as defined in the General Data Protection Regulation UE 2016/679, supplied by WWF INTERNATIONAL to the counterparty (or third party engaged by the counterparty) in the context of a contract between WWF INTERNATIONAL and the counterparty.

1.4 Controller/processor:

The party responsible for the data processing (the controller) is WWF INTERNATIONAL ; the processor is the natural or legal person processing the data at the instruction of WWF INTERNATIONAL and who is not subject to the direct authority of WWF INTERNATIONAL.

Article 2. Applicability

2.1 These General Terms and Conditions apply to all agreements between WWF INTERNATIONAL and the counterparty under which WWF INTERNATIONAL receives/has received one or more goods from the counterparty and/or under which one or more (specified) activities have been performed and/or services rendered for WWF INTERNATIONAL, as well as all offers and quotes of WWF INTERNATIONAL and/or agreements under which WWF INTERNATIONAL delivers one or more goods and/or performs one or more (specified) activities and/or renders one or more (specified) services to the counterparty, as well as any other agreement between WWF INTERNATIONAL and the counterparty.

2.2 WWF INTERNATIONAL explicitly rejects any general terms and conditions or other conditions used and/or declared applicable by the counterparty, even where the counterparty makes specific reference to such terms and conditions. Applicability of the terms and conditions of the counterparty must be explicitly agreed in writing by WWF INTERNATIONAL.

2.3 In the event of a conflict between the provisions of an agreement between WWF INTERNATIONAL and the counterparty on the one hand, and the provisions of these General Terms and Conditions on the other hand, the provisions of the agreement prevail.

2.4 In the event of a conflict between these General Terms and Conditions and the provisions of the general terms and conditions of the counterparty declared applicable in observance of article 2.2, the provisions of these General Terms and Conditions prevail.

Article 3. Performance of the services

3.1 An agreement for the delivery of goods or an agreement for the performance of activities/ services is contracted either by a separate written agreement, the placement of a written order by WWF INTERNATIONAL or a quote issued by the counterparty which is signed by WWF INTERNATIONAL

In the above cases, these General Terms and Conditions will apply in accordance with art. 2.1.

3.3 The content of the agreement may not differ from the content stated by WWF INTERNATIONAL in the order, whether that content is stated prior to or after a quote is issued by the counterparty, unless WWF INTERNATIONAL consents to any different content in writing.



3.4 The counterparty is not permitted to transfer the rights and/or obligations under the agreement, whether in whole or in part, to third parties, unless WWF INTERNATIONAL has granted its prior written consent.

3.5. The counterparty is retained as an independent contractor and is not engaged in an employee-employer relationship, partnership, joint venture, or agency contract of any kind with WWF International or any of its programme offices. The counterparty has no authority to create any obligation, express or implied, on behalf of WWF International. The counterparty does not and may not assume to represent WWF International unless authorized to do so by WWF International in writing.

Article 4. Warranty

4.1 The counterparty warrants the soundness of the goods delivered or activities/services performed, and the counterparty warrants the accuracy of the specifications thereon provided by the counterparty. The counterparty will also ensure that the goods delivered and/or activities/services performed are in compliance with applicable law.

4.2 If within one (1) year after approval by WWF INTERNATIONAL, faults in the goods delivered (including, but not limited to, material and manufacturing faults in the materials used by the counterparty not provided by WWF INTERNATIONAL) or shortcomings in the activities/services performed are observed, then the counterparty must either repair/replace the goods or remedy the fault/shortcoming, at its own cost, without prejudice to WWF INTERNATIONAL's entitlement to reimbursement of damages.

4.3 The warranty will not extend to less than the remedying of all faults arising during the agreed warranty period, with the exception of those resulting from normal wear and tear or obsolescence, immediately and in full, following notification to the counterparty, at no cost. The warranty does not limit WWF INTERNATIONAL's entitlement to compensation of damages.

4.4 The warranty period will commence on the day on which the goods are actually put into use by WWF INTERNATIONAL.

4.5 In the event of repair or replacement during the warranty period, the warranty period will be deemed to have restarted from the date of repair or replacement.

Article 5. Force majeure

5.1 In the event of a temporary or permanent state of force majeure on the part of the counterparty, WWF INTERNATIONAL is temporarily or permanently discharged from the obligations under the agreement, and WWF INTERNATIONAL is also entitled to consider the agreement as dissolved. In that case, the counterparty is not entitled to compensation of damages.

5.2 For the purposes of this agreement, force majeure is defined as force majeure within the definition of the Swiss Civil Code. In any event, this definition does not include the non-fulfilment or late fulfilment by a third party of its obligations towards the counterparty.

5.3 In the event of a temporary state of force majeure on the part of WWF INTERNATIONAL, WWF INTERNATIONAL is authorized to extend the terms within which the agreement is to be performed by the period in which the temporary state of force majeure is in effect.

Article 6. Payment

6.1 Payment by WWF INTERNATIONAL will be made within thirty (30) days after acceptance or approval of the goods and/or services and/or activities or, if the date of receipt of the counterparty's invoice is after that thirty day period, within thirty (30) days after that date.

6.2 WWF INTERNATIONAL is at all times authorized to deduct claims of WWF INTERNATIONAL against the counterparty from the counterparty's claims.

6.3 If the counterparty assigns or pledges its claim against WWF INTERNATIONAL to a third party, WWF INTERNATIONAL must be notified thereof by means of a registered letter, failing which WWF INTERNATIONAL may settle this claim by payment to



the counterparty despite the assignment or pledge. In such cases, the counterparty will indemnify WWF INTERNATIONAL from any actions of that third party.

6.4 Unless it has been determined otherwise in the agreement, the counterparty is not entitled to charge price-increasing factors which have arisen after the issue of the quote or the contracting of the agreement to WWF INTERNATIONAL.

6.5 The counterparty can only charge price increases as a result of additional work if WWF INTERNATIONAL has consented in writing to the performance of that additional work at the price in question.

Article 7. Liability

7.1 If the counterparty remains partly or fully in default of the fulfilment of its obligations under the agreement, WWF INTERNATIONAL is authorized to either suspend the fulfilment of its obligations under the agreement or to consider the agreement dissolved, at the choice of WWF INTERNATIONAL. In either case, WWF INTERNATIONAL is authorized to charge all damages to the counterparty.

7.2 In the situation referred to in article 7.1, WWF INTERNATIONAL may assign the further performance of the agreement to a third party, at the counterparty's expense.

7.3 In the event of non-fulfilment by the counterparty of one or more of its obligations under the agreement, WWF INTERNATIONAL is authorized to charge extrajudicial costs to the counterparty in the event that WWF INTERNATIONAL is obliged to charge a third party with the handling of the matter.

7.4 The counterparty indemnifies WWF INTERNATIONAL in the broadest sense of the word for all damages or damages claims (including, but not limited to the tax authorities based on any alleged employment contract between the parties) relating to and/or resulting from an agreement with the counterparty, excepting where WWF INTERNATIONAL can be held liable on the basis of the provisions of the present article.

7.5 Unless agreed otherwise in writing, WWF INTERNATIONAL cannot be held liable for any damages relating to and/or resulting from an agreement with the counterparty, unless these damages are the direct consequence of intent or gross negligence on the part of WWF INTERNATIONAL and these damages are attributable to WWF INTERNATIONAL pursuant to the law.

7.6 Under no circumstances is WWF INTERNATIONAL liable for damages and/or costs of any nature and/or amount whatsoever that are in any way related to or result from actions, omissions, errors and/or the quality of the work of third parties that are engaged by WWF INTERNATIONAL in the performance of the agreement, even in the event of intent or gross negligence on the part of these third parties.

7.7 If and insofar as – despite the provisions of the present article – it should turn out that WWF INTERNATIONAL bears any liability under any title whatsoever, this liability is at all times limited to the contractual interest (per year) of the contract in question, or at least to the amount paid out by WWF INTERNATIONAL's liability insurance, in either case up to a maximum of 250.000,- Swiss francs.

7.8 Every claim of the counterparty against WWF INTERNATIONAL expires one (1) year after the termination and/or completion of the performance of the agreement to which the claim pertains, unless the fact on which the legal claim is based could not have been observed within this period, in which case the legal claim in question expires one (1) year after the moment at which the relevant fact could have or should have been observed by the counterparty.

7.9 The counterparty indemnifies WWF INTERNATIONAL against all claims of third parties in regard to the agreements implemented by WWF INTERNATIONAL, unless it becomes established at law that these claims are a consequence of intent or gross negligence of WWF INTERNATIONAL, and, moreover, the counterparty demonstrates that it is blameless in this regard.



Article 8. Intellectual Property Rights

8.1 Nothing in this agreement will entitle a Party to use any trademarks, trade names, logos or any other intellectual property rights of the other Party without the other Party's express written consent. Unless expressly provided for under the Agreement, no license or right, express or implied, is hereby conveyed or granted by WWF INTERNATIONAL to the counterparty in relation to WWF INTERNATIONALS intellectual property rights.

8.2 Unless it has been determined otherwise in this agreement, WWF INTERNATIONAL is the title holder to the materials', goods and/or services to be produced by the counterparty under the agreement on which copyrights and other intellectual or industrial property rights or similar rights could be vested. The counterparty undertakes the obligation to perform any juristic acts necessary for any transfer to WWF INTERNATIONAL of copyrights and other rights of intellectual or industrial property or similar rights.

8.3 In any event, the counterparty indemnifies WWF INTERNATIONAL from all claims of third parties resulting from and/or relating to the materials, goods and/or services provided to WWF INTERNATIONAL on which copyrights and other rights of intellectual or industrial property or similar rights are vested.

Article 9. Duration of contract

9.1 Unless it has been determined otherwise between the parties , agreements are entered into for a one year term (Term). The agreement shall be renewable at the end of the current Term for a successive 3 years term unless either party gives written notice of its intention not to renew 3 months before expiration of the current Term.

9.2 Unless it has been determined otherwise between the parties, the agreement must be terminated by registered letter. Upon termination of the agreement, both parties will observe a notice period of three (3) months.

9.3 Either party is authorized to dissolve the agreement (in whole or in part) without any notice of default or judicial intervention being required, with immediate effect, by means of registered letter to the counterparty, if:

- a. the counterparty does not fulfil/has not fulfilled one or more of its obligations under the agreement and, after being notified by demand letter, has still failed to do so two (2) weeks after the demand or is still acting in violation of one or more provisions of the agreement and, after being notified by demand letter, has not desisted its violation of one or more of the provisions of the agreement within five (5) business days;
- b. the counterparty is declared bankrupt, applies for suspension of payments, is placed under conservatorship, changes its business activities or undergoes a change of actual control;
- c. the counterparty's situation is such that due to insolvency, prejudgment conservatory attachment is laid on its moveable and/or immoveable property or any portion thereof, and this attachment is not lifted within fourteen (14) days;
- d. a situation arises under which, in consideration of the damages or impending damages, a party cannot be required to allow the agreement to continue. This basis will arise for WWF INTERNATIONAL primarily, but not exclusively, if as a result of or in relation to the agreement, such negative publicity arises that in the opinion of WWF INTERNATIONAL, it cannot reasonably be required to allow the agreement to continue (this at the sole determination of WWF INTERNATIONAL);
- e. the counterparty regularly fails to fulfill one or more of its obligations, or regularly fails to do so in a timely manner and/or after the first demand.

9.4 Dissolution of the agreement pursuant to the provisions of this agreement is without prejudice to all other rights accruing to the dissolving party under this agreement and/or the Swiss Civil Code on the basis of attributable or non attributable failure, and also without prejudice to the dissolving party's option to claim compensation of damages.

Article 10. Processing of personal data

10.1 WWF INTERNATIONAL remains the controller of personal data that it needs to share with the counterparty for the purposes of the agreement between them. The counterparty and/or the third party/processor to be designated by the counterparty will have no independent authority over the personal data to be supplied by WWF INTERNATIONAL.



10.2 The counterparty and/or the third party/processor to be designated by the counterparty will only process the personal data supplied by WWF INTERNATIONAL after a written instruction of WWF INTERNATIONAL to do so, except in cases where it has been prescribed otherwise by a provision of law and/or judicial order, in which case the counterparty and/or the third party/processor engaged by the counterparty is obliged to inform WWF INTERNATIONAL immediately.

10.3 The counterparty will only engage a third party or parties as processor after obtaining the written permission of WWF INTERNATIONAL to do so.

10.4 The counterparty and/or the third party/processor to be designated by the counterparty, and WWF INTERNATIONAL will take sufficient steps (both technical and organizational) to secure the personal data in question against loss or unlawful processing. WWF INTERNATIONAL is at all times authorized to inspect the steps taken or have them inspected.

10.5 The counterparty is obliged to adhere to the confidentiality obligation as set out in the General Data Protection Regulation. The counterparty is obliged to enforce the compliance by the third party/processor it engages with the provisions of article 12.3 of these General Terms and Conditions and the confidentiality obligation as set out in the General Data Protection Regulation.

10.6 If the counterparty and/or the third party/processor to be engaged by the counterparty processes the data of WWF INTERNATIONAL in another member state of the European Union (whether directly or indirectly), the counterparty and/or the third party/processor to be engaged by the counterparty will ensure that this is done in accordance with the legislation and regulations of that member state. The processor will only process the personal data of WWF INTERNATIONAL (whether directly or indirectly) in a country outside of the European Union after prior consultation with WWF INTERNATIONAL.

Article 11. Applicable law/disputes

11.1 All orders and agreements for the purchase/delivery of goods and/or the performance of services and/or activities, as well as all other agreements, are governed by Swiss law.

11.2 Any disputes between the parties arising from, resulting from and/or relating to any agreement with the counterparty will be presented to the Courts of the Canton of Geneva, insofar as this is not precluded by the provisions of law.

Article 12. Compliance with WWF International policies.

Counterparty has read, understands, and commits to, the WWF Fraud & Corruption Policy to be downloaded to be downloaded from: https://wwf.panda.org/discover/about_wwf/our_values/ and commits to act in a way consistent with WWF international's Code of Ethics attached here in and will not engage in fraudulent or corrupt acts.

Article 31. Concluding provisions

12.1 If any provision of these General Terms and Conditions proves to be not legally valid and/or loses its legal validity, this will not affect the other provisions of the General Terms and Conditions, and the parties are obliged to establish a new provision as quickly as possible, with a scope which approaches the former provision as closely as possible.

12.2 Changes to these General Terms and Conditions and the agreement are only valid if agreed in writing between the Parties.

12.3 Except in cases where a provision of law and/or judicial order dictates otherwise, both during the term of the agreement and thereafter the parties are obliged to observe confidentiality in regard to all confidential information received by them, and to in no way disclose such information and/or grant the use of it to any third party, and to only use that information for the purpose for which it was provided. For the purposes of this article, "third party" is understood to include all persons working in the parties' respective organizations that do not need to be made aware of the information in question.