



Supplier / Vendor Agreement

1. INTRODUCTION

Welcome to the Emere.com website. This document sets out the Terms of Use of our website and applies to anyone who accesses or uses our site. This includes pages consisting of or containing the emere.com, for example, blog.emere.com, or hello.emere.com. These Terms of Use apply to the usage of all services provided by us, including access to our site via desktop or mobile. The “Website”, “Site”, or “Emere.com” and the provision of our eprocurement services on the Website are subject to you accepting the Terms of Use (defined below).

The agreement between you and us in relation to your use of the Website (the “User Agreement”) consists of these terms and conditions of use (“Terms of Use”), the policies referred to in clause 11 below (each a “Policy” and together the “Policies”), all of which you should read carefully before you start to use the Website.

2. YOUR CONSENT

Please review the Terms of Use and each Policy carefully. By accessing and using the Website, you confirm that you have read, understand, and accept the Terms of Use and the Policies and that you agree to abide by their respective terms each time you access and use the Website. If you do not agree with any of the Terms or Use or any Policy, you may not use the Website.

Registered users of our site will be required to agree to these Terms of Use in order to carry out core services provided by the Site.

3. MODIFICATION OF TERMS

We reserve the right in our sole discretion to change and update the Terms of Use and any Policy at any time and recommend that you revisit this page regularly to keep informed of the current Terms of Use and Policies that apply to your use of the Website. Any such changes will take effect immediately when posted on the Website.

Registered users of the site will be alerted to any change of the Terms of Use, and will be required to confirm your agreement to the updated Terms in order to continue to carry out core services provided by the Site.

By continuing to access, browse and use the Website, unregistered users will be deemed to have agreed to any changes or updates to the Terms Use and any Policy.

We reserve the right to change the Terms of Use and any Policy at any time and to notify you by posting an updated version of the Term of Use and/or the applicable Policy on the Website. Please the Terms of Use and the Policies from time to time as your continued use of the Website means you have read, understood, and agreed to be bound by the then prevailing Terms of Use and Policies.

4. INFORMATION ABOUT US

The Website and the Emere Service (defined below) is a website operated by Emere Procurement limited (“we”, “us” or “our”). We are incorporated in Malawi under company number TMBRS1012190 and our registered office is at 574, Area 10, Lilongwe. To contact our legal team email hello@emere.com.

5. ZERO COST FOR USE OF THE EMERE PLATFORM

The Emere platform is free to use for suppliers. It is free to register, free to bid and zero commission is charged on winning bids.

Emere reserves the right to change the fee at our discretion. Notice of any change will be made to suppliers.

6. SCORING OF PERFORMANCE

All suppliers that win a bid agree to have their performance scored and this score being visible to other users of the platform. Your performance will be scored on actual delivery time v what was stated in the bid, description of the quality of the goods in the bid v the actual quality of goods / service received and customer service. It is vitally important that all suppliers take this seriously as it will have an impact on how future buyers decide on who to award future business to. The scoring is between the buyer and the supplier. **Emere is in no way responsible for scoring and accepts no liability for negative scores, disputes with scores or anything to do with the scoring. Emere may provide an arbitration function as set out in section 15 below.**

7. ACCESS TO AND USE OF THE WEBSITE AND THE EMERE SERVICE

Age and responsibility



The use of the Website and/or the Emere Service by a minor (an individual under 18 years of age) is subject to the consent of their parent or guardian and our contract is with the parent or guardian, who is responsible for the minor's compliance. We advise parents or guardians who permit minors to use the Website and/or the Emere Service that it is important that they communicate with minors about their safety online, as moderation or vetting of advertisements is not guaranteed or fool proof. Minors who are using any interactive service should be made aware of the potential risks to them.

You are responsible for making all arrangements necessary for you to have access to the Website and/or the Emere Service. You are also responsible for ensuring that all persons who access the Website and/or the Emere Service through your internet connection, including any minors, are aware of these terms, and that they comply with them.

The services which are made available on the Website by us from time to time will, amongst other things, allow you: (i) to submit bids for RFO's, tenders and auctions (iii) to submit queries on RFO's, tenders or Auctions; (iv) to analyse your bidding history and spend; (vi) to invite people you know to view the Website; (viii) to download or copy portions of information, data, text, sound, images, photographs, graphics, video, messages and other materials; and (ix) to view third party material and receive short service messages (SMS) as part of the messaging Service (defined below) and other items displayed on the Website ((i) to (ix), together, "**Content**") (the "**Emere Service**").

You may use the Website for your own commercial or non-commercial use to avail of the Emere Service strictly in accordance with the User Agreement.

The User Agreement applies all users and visitors to the Website and the Emere Service.

8. REGISTRATION OF ACCOUNTS, USERNAMES AND PASSWORDS, DEACTIVATING ACCOUNTS

Registration is not required if you simply want to browse through the summary of RFO's or Tenders on the Website. Registration is required if you want access core services, including but not limited to, responding to RFO's, tenders or auctions, saving searches, and submitting queries on RFO's, tenders or auctions.

As part of the registration process, you will be asked to enter your email address and a password and you will be responsible for all activities occurring under your account and for keeping your password secure. This includes a responsibility to ensure that you do not enter your account information into a phishing website, or any other website purporting to be or offer services for Emere.com. All information supplied must be complete and accurate.

Names and Email Addresses

You may not enter a name or email address that:

- Contains "Emere" or otherwise misrepresents your relationship with Emere.com or any other party;
- Contains any profanity, is vulgar or offensive, or promotes an illegal activity;
- Violates any trade mark or other proprietary right; and/or
- Misleadingly impersonates someone else.

We reserve the right to deactivate accounts containing names and/or email addresses that do not comply with these Terms of Use at our discretion.

Accounts and passwords

We reserve the right to log off or deactivate accounts that are inactive for an extended period of time.

You are responsible for all actions taken under your account and you agree only to use or utilise the Website using your own company name, company email address and password. You must make reasonable efforts to keep your password safe and not disclose it to any other person or permit either directly or indirectly any other person to utilise your email address or password. We reserve the right to terminate your registration without prior notice at our discretion.

You agree to notify us immediately if you suspect any unauthorised use of your account or access to your password.

You may change your password or profile by following instructions on the Website.

We will not be liable for any loss that you may incur as a result of someone else using or accessing your password or account, either with or without your knowledge.

You may be held liable for losses incurred by us or any other party as a result of someone else using or accessing your password or account if you have not taken reasonable steps to keep your password or account secure.

By providing us with your email address, you consent to our using that email address to send you Emere Service related notices, including any



notices required by law, in lieu of communication by post. This will include notifications about leaving feedback on completion of a transaction as feedback left between people is an integral part of the Website; this specific notification is not available for opting out. We may also use your email address to send you other messages, such as changes to features of the Emere Service and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your account settings. Opting out may prevent you from receiving email messages regarding updates, improvements or offers.

We do not sell or knowingly pass any personal information from your account to any third party, except information which is required to provide the service between buyers and sellers. Your details and privacy are important to us. If you feel that your information has been compromised in any way, please report it immediately to us at hello@emere.com

Further information about how we use your information, and your rights to update your communication preferences, can be found within our [Privacy Policy](#).

Deactivating accounts

9. USING AND ACCESSING THE WEBSITE, CONTENT AND THE EMERE SERVICE

We have the right to temporarily or permanently disable, suspend or restrict without limitation any password, name, mobile phone number, IP address or other method that we may allow to be used on the Website from time to time to identify users (whether chosen by you or allocated by us) (a "User Identifier"), at any time, at our discretion, including if, in our opinion, you have failed to comply with any of the provisions of the Terms of Use or any applicable Policy.

You may not: (i) enter, select, submit or use a false name or an email address owned or controlled by another person with the intent to impersonate that person; (ii) use a User Identifier without appropriate authorisations or rights; or (iii) use or submit a mobile phone number or email to us in respect of which you are not the registered owner, bill-payer and or account holder. We reserve the right in our sole discretion to refuse registration of, suspend or cancel a User Identifier's use or access rights to the Website without notice. You shall be responsible for maintaining the confidentiality of your User Identifier(s) and are fully responsible for all activities that occur under your User Identifier in connection with your use of the Website or the Emere Service. Any User Identifiers created by you or submitted for your access to the Emere Service and Website shall be for your personal use only and are non-transferable.

You must immediately notify us of any unauthorised use of your User Identifier as registered on the Website or submitted to us by you, or any other related breach of security. We will not be liable for any loss or damage arising from your failure to comply with this provision.

If you forget or lose your User Identifier details used for the purposes of accessing restricted areas of the Website, you should request these from us by visiting the 'Forgotten' section of the Website.

Only users in Malawi may bid on the Website and the Emere Service. This is without prejudice to the rights of users outside of Malawi to use the Website for the purposes of searching our database of advertisements. You may not use or access the Website in and from jurisdictions in which it or its contents are restricted or prohibited by local law or otherwise.

As a condition of your access and use of the Website and/or the Emere Service, you warrant to us that you have the right, authority and capacity to enter into and be bound by the Terms of Use.

We have no obligation to monitor or moderate any user's activity or use of the Website and/or the Emere Service, however we retain the right at all times to monitor, retain and disclose any information as necessary to satisfy any applicable law, regulation, legal process or regulatory authority request or to determine compliance with the Terms of Use or otherwise.

You agree and acknowledge that Emere.com is an information platform, and that it is not under any obligations to monitor the information which it transmits or stores on the Sites. You agree and acknowledge that Emere.com shall not be liable in respect of information which is hosted or cached by it or in respect of which it acts as a mere conduit. Emere.com operates a "notice and take down" policy.

Without any admission of liability, we may from time to time assess any possible risks for users from third parties when they use the Website and/or the Emere Service, and we will decide in each case whether it is appropriate to use moderation or pre-approval of tenders / bids on the Website (including what kind of moderation to use) in the light of those risks. We expressly exclude our liability (whether in contract, tort or otherwise) for any loss or damage arising out of or in connection with the use of the Website and/or the Emere Service by a user in contravention of the Terms of Use, whether the service is moderated or not and whether or not an advertisement has been reviewed by us prior to appearing on the Website.

You understand that, except for information, products or services clearly identified as being supplied by us, we do not operate, control or endorse any information, products or services on the Internet in any way. Except where identified otherwise, all information, products and services tendered through the Website or on the Internet generally are offered by third parties that are not affiliated with us. You also understand that we do not guarantee or warrant that files available for downloading through the Website will be free of infection or viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Website for the



reconstruction of any lost data.

You should not rely on any content and/or any other material on the Website to make or refrain from making any decision or take or refrain from taking any action on which reliance should be placed. We disclaim all liability and responsibility arising from any reliance placed on such content and/or materials by any user of the Website, or by anyone who may be informed of any of the content. We accept no responsibility for keeping the information on the Website up to date or complete, nor do we accept any liability for any failure to do so. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information tendered through the service or on the internet generally.

We reserve the right to refuse to publish any content or other material or to provide any other services without prior notice to any user or users for any reason or no reason.

We do encourage the use by you of the report any suspicions or corrupt practice on the Website to hello@emere.com this allows you to report any Content that is in breach of the Terms of Use or any applicable Policy or is in any other way objectionable.

Emere.com will use all reasonable endeavors to remove the offending content complained about within a reasonable period of time. Any content reported to us will be reviewed from 9am to 5pm, Monday to Friday, excluding national and public holidays in Malawi. Any notification received outside of the aforementioned hours will only be address upon the reopening of Emere.com offices.

Access to the Website and/or the Emere Service is permitted on a temporary basis, and we reserve the right to at any time and without liability to withdraw, suspend or amend any aspect or feature of the Website and/or the Emere Service without notice or liability.

10. RESTRICTIONS ON RIGHT TO USE

You agree that you shall not (and you agree not to allow any third party to):

- a. modify, adapt, translate, or reverse engineer any portion of the Website and/or the Done Deal Service;
- b. remove any copyright, trademark or other proprietary rights notices contained in or on the Website and/or the Emere Service or in or on any Content or other material obtained via the Website and/or the Emere Service;
- c. use any robot, spider, website search/retrieval application, or other automated device, process or means to access, retrieve or index any portion of the Website and/or the Emere Service;
- d. access, retrieve or index any portion of the Website and/or the Emere Service for purposes of constructing or populating any database;
- e. collect any information about other users or users of the Website and/or the Emere Service (including User Identifiers) for any purpose other than to use the Website for the purposes of responding to advertisements or to use the Website in the manner intended by us;
- f. create or transmit unwanted electronic communications such as 'spam' to other users of the Website and/or the Emere Service or otherwise interfere with other user's enjoyment of the Website and/or the Emere Service;
- g. collect or store personal data about other users in connection with the prohibited activities described in this section of the Terms of Use;
- h. engage in or promote any of the following (or what we deem similar): surveys, contests, pyramid schemes, chain letters, get rich quick promotions, profit sharing promotions, unsolicited emailing or spamming via the Website;
- i. impersonate any person or entity;
- j. identify or speculate as to the identity of any anonymous or pseudonymous user; or
- k. solicit passwords or personally identifying information for commercial or unlawful purposes.
- l. reformat or frame any portion of the web pages that are part of the Website and/or the Emere Service;
- m. create user accounts by automated means or under false or fraudulent pretences or create multiple log ins;
- n. transmit any viruses, worms, defects, Trojan horses or other items of a destructive nature;
- o. use the Website or the Emere Service to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that are deemed threatening or obscene;
- p. copy or store any Content offered on the Website for other than your own use;
- q. use any device, software or routine that interferes with the proper working of the Website and/or the Emere Service, or otherwise attempt to



interfere with the proper working of the Website and/or the Emere Service;

- r. take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on our IT infrastructure;
- s. use the Website and/or the Emere Service, intentionally or unintentionally, to violate any applicable law;
- t. upload, post, email, transmit or otherwise make available using the Website any material that you do not have a right to make available under any law or contractual obligation which includes a breach of third party intellectual property rights;
- u. attempt to gain unauthorised access to the Website, its facilities and/or services or any accounts, computer systems and networks connected to any Emere website, its facilities and/or services through hacking, password mining or any other means;
- v. post or use any material that is obscene, defamatory, seditious, indecent, offensive, incite racial hatred or incite a crime, be naming or scandalous or inappropriate; and/or
- w. harvest or otherwise collect by any means any programme material or information from the Website unless authorised under the Terms of Use or to monitor, mirror or copy any content of the Website without our prior written consent.

We reserve the absolute right at our sole discretion, without being obliged to give any reason, to reject, amend or remove any Content posted or submitted by you at any time and without notice to you. We reserve the right to monitor and to review all Content submitted to us, accessed on or published on the Website at any time.

11. YOUR INTERACTIONS WITH OTHER USERS

As a result of the variation in community standards and individuals sometimes choosing not to comply with our policies and guidelines, in the process of using the Website, you may be exposed to content that you find offensive or objectionable. You can report such content to hello@emere.com.

Emere.com will endeavour to collect payments from buyers and forward to you, however, your interactions with other users, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the other user.

We accept no responsibility for transactions that take place on the Website. While we reserve the right to monitor or to intervene in disputes between you and other users, we have no obligation to do so.

As with any web-based interaction, we suggest that you use caution and good judgment. If there is a dispute between you and any third party (including any advertiser), we are under no obligation to become involved.

You are encouraged to exercise discretion when providing personal information about yourself on the Sites. Any personal information which you volunteer in your public profile will be available worldwide to anyone with access to the website. Please note that certain information which you may choose to provide might reveal data consisting of your racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning your sex life or sexual orientation.

When users are involved in a bidding situation, information such as each other's name, username, email address, and other contact information, postal information and financial information may be exchanged between the users only after the bidding is closed, prior to the close of bidding such exchanges of information are forbidden and may result in removal from the website.

We cannot guarantee that other users will respect the privacy or security of your information and therefore we encourage you to evaluate the privacy and security policies of your trading partners before entering into transactions and choosing to share your information with them. Similarly, we ask you to respect other users' privacy and disclose your privacy and security policies to them. In all cases, you must comply with data protection laws and give other users a chance to remove themselves from your database and a chance to review the information you have collected about them.

You may use other users' information only in accordance with applicable laws and regulations (including, without limitation, data protection laws) and only for:

- a. Emere transaction related purposes that are not unsolicited commercial communications;
- b. using services offered through Emere; and
- c. other purposes that a user expressly agrees to.

Although we cannot monitor the conduct of its users off-line, you must not use any information obtained from the Website in order to harass, abuse or harm another person, or in order to contact, advertise to, solicit or sell to any user or person without their prior expressive consent.



We will not disclose any contact details in respect of advertisements that have been deleted or removed in accordance with our obligations under applicable data protection laws. You can view our Privacy Policy [here](#).

12. CONTENT STANDARDS

These provisions apply to any and all Content which you contribute to the Website and/or the Emere Service, and to any interactive services associated with it.

You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any Content as well as to its whole.

You are solely responsible for any Content that you submit, publish or display on the Website or transmit to other Website users.

You are solely responsible for your bids submitted on the Website. You understand that all information publicly posted or privately transmitted through the Website is the sole responsibility of the person from which such content originated and that we will not be liable for any errors or omissions in any content or as a result of any user's use of the Website.

By posting Content on the Website, you grant to us, and you represent and warrant that you have the right to grant, us, our contractors, and the users of the Website an irrevocable, perpetual, royalty-free, fully sub-licensable, fully paid up, worldwide license to use, copy, publicly perform, digitally perform, publicly display, and distribute such Content and to prepare derivative works of, or incorporate into other works, such Content. This licence is non-exclusive, except you agree that we shall have the exclusive right to exercise this license to the extent of combining your Content with the Content of other users for purposes of constructing or populating a searchable database of advertisements. You understand that this licence allows us to reformat, excerpt, or translate any materials submitted by you.

The following is a non-exhaustive list of the criteria that Content must comply with. Content must:

- a. be accurate (where it states facts);
- b. be genuinely held (where it states opinions); and
- c. comply with applicable law in Malawi and in any country from which it is posted.

The following is a non-exhaustive list of the type of Content that is prohibited on the Website. You must not:

- a. comment on, defame, abuse, harass, stalk, threaten or otherwise offend others;
- b. post Content that is unlawful, obscene, defamatory, seditious, indecent, offensive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, be in breach of confidence, be in breach of privacy or be inappropriate;
- c. post Content in breach any applicable laws or regulations;
- d. deceive or mislead any person and/or entity;
- e. falsely state, impersonate, or otherwise misrepresent your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present;
- f. upload Content that duplicates Content already published on the Website;
- g. upload, post, email, transmit or otherwise make available any content or initiate communications which include information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);upload, post, email, transmit or otherwise make available any content or initiate communication that infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights;
- h. upload, post, email, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of solicitation;
- i. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; and/or
- j. interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website.

We do not control the Content posted by users via the Emere Service, including the content of any RFO's Tenders or bids, and we do not guarantee



the accuracy, integrity or quality of such Content. You understand that by using the Website and/or the Emere Service, you may be exposed to Content that is offensive, indecent or objectionable. You are responsible for complying with all laws applicable to the Content you submit to the Website via the Emere Service. We may refuse any Emere Service without prior notice to any user for any or no reason. We also have the right, at our discretion, to disclose your identity to any third party who is claiming that any Content posted or uploaded by you to the Website constitutes a violation of their intellectual property rights, or of their right to privacy.

13. ADDITIONAL POLICIES

Your use of the Website and the Emere Services is subject to compliance with the following policies which provide additional terms and conditions related to specific services and features related to the Website:

- a. [Anti-fraud policy](#)
- b. [Child Protection policy](#)

14. SUSPENSION AND TERMINATION

We may, with or without cause, immediately delete your bid and terminate your access to the Emere Service or a User Identifier without prior notice at our sole discretion. The deletion or otherwise of a bid should not be viewed as an indication of wrongdoing on the part of the advertiser.

Without limiting the foregoing, the following may lead to a deletion by us of a user's bid and/or termination of access to the Emere Service: (a) a breach of the User Agreement (b) a request by law enforcement, police or other government agencies about you or any Content that you have submitted to us; (c) a request by you (self-initiated deletion(s)); (d) unexpected technical issues or problems; and (e) extended periods of inactivity. Deletion of a user advertisement and termination of access to the Emere Service may result in the removal of all Content that we may decide to delete. It may also result in preventing your further use of the Website or a User Identifier, depending on the circumstances. Furthermore, you agree that termination of the user Agreement or your use of the Website by us shall be made in our sole discretion and that we shall not be liable to you nor any third party for any termination of your account or access to the Website or removal of Content. You can view further information about how we process your data by reading our [Privacy Policy](#).

We may review and delete any bids or other Content that in our sole judgment breach the User Agreement or which might be offensive, illegal or that might violate the rights of, harm, or threaten the safety of other users of the Website or us.

We reserve the right to investigate and we will determine, in our discretion, whether there has been a breach of the User Agreement through your use of the Website and/or the Emere Service. When a breach of the User Agreement has occurred, we may take such action as we deem appropriate.

15. YOUR CONCERNS AND COMPLAINTS

If you have any concerns about material which appears on the Website or if you believe that Content posted on the Website breaches the User Agreement or is in any other way objectionable, please notify us at hello@emere.com specifying the full details of your concern or complaint, specifying the reasons for your concern or complaint making clear reference to any connected such Content.

If you do not provide us with sufficient information, we may be unable to process your complaint. We reserve the right to investigate and we will determine, in our discretion, what action (if any) to take. You are solely responsible for your interactions with other users of the Website. While we reserve the right to monitor or to intervene in disputes between you and other users, we have no obligation to do so.

We will use all reasonable endeavours to respond to complaints received as soon as possible, and our aim is to respond to all complaints within one working day. However, please note that from time to time it may take longer than one working day to deal with complaints.

16. DISPUTES WITH THIRD PARTIES

You must tell us immediately if anyone makes any attempt to bribe or threatens to make any claim or issue legal proceedings against you relating to your use of the Website and/or the Emere Service. You must, at our request, immediately stop the act complained of. If we ask you to, you must confirm the details of the claim in writing. If you fail to stop the act or acts complained of we reserve the right to take any and all appropriate action against you.

17. CANCELLATION POLICY

Once your bid is submitted on the Website your request for our services cannot be cancelled at that stage. Prior to the bid submission on the Website you may cancel your account at anytime by [contacting us](#).

18. BID SUBMISSION AND DURATION OF BIDS

Once you have completed the process of submitting your bid the buyer will automatically receive your bid on the bid closing date. The buyer is



under no obligation to confirm receipt of bid or to let you know the outcome, although this is strongly encouraged by Emere. Emere accepts no liability on the decision to accept or reject bids by the buyer

Bid will be live on the Website until the bid closing date.

Individual companies are solely responsible for the content of the bids which they submit to buyers including ensuring that it complies with relevant legislation.

We accept no responsibility for the content of any RFO, Tender or auction including, without limitation, any error, omission or inaccuracy.

Please note that the content of the published RFO's Tenders or auctions provided by external users, do not represent any views or opinions of Emere.com, nor should they purport to do so.

Accordingly, we require that every care is taken by you or on your behalf in drafting the content of your bids in order to ensure that they are not in any way defamatory, illegal or in any other way harmful to a third party as you are solely responsible as author and publisher of your advertisement.

19. E-PROCUREMENT TERMS AND CONDITIONS

When submitting a bid on the Website you must provide accurate, current and complete information and to promptly update the information that you provide when it changes.

Bids containing illegal, defamatory, obscene, indecent or otherwise offending material are not allowed on the Website. Duplicate bids are also prohibited.

We do not control the content of RFO's tenders or auctions posted by users on the Website, and we do not guarantee the accuracy, integrity or quality of the content. You understand that by using the Website, you may be exposed to content that is offensive, indecent or objectionable without liability.

Using multiple brand names/search words means that bids may be duplicated, making them inaccurate and therefore we do not allow the use of these in any form on the Website.

Emere.com is a responsible website so we reserve the right to review and reject any RFO's tenders or auctions that we feel have an adult theme. In particular no graphic images may be used in RFO's, tenders or auctions, any inappropriate content will be removed.

RFO's Tender or auctions and bids for the sale of any substance or product deemed a 'controlled drug' within the relevant legislation (each as amended, supplemented or replaced from time to time) or whose sale is otherwise restricted by law is also not permitted on the Website:

RFO's Tender or auctions and bids for the sale of any substance or product deemed from an endangered or protected animal species within the relevant legislation (each as amended, supplemented or replaced from time to time) or whose sale is otherwise restricted by law is also not permitted on the Website:

RFO's, Tenders, auctions and bids which are posted and are found to be in breach of our policies will be removed without prior notification and no refund will be given. Users who are found to be in violation of our policies on more than one occasion may have their account removed and their information passed to the policing authority.

20. REPORTING BREACHES

Please report any items which is in breach of the User Agreement, illegal or in any other way objectionable to complaints@emere.com

21. STANDARDS

All bids should comply with the required standard requested in the RFO, Tender or auction. Consistent failure to adhere to expected standard may result in removal from the platform.

22. RESPONSIBILITY

You are solely responsible for the Content appearing in any of your Bids/ RFO's / Tenders / Auctions and for the goods sold following acceptance of your bid. We are not responsible for the quality of the goods sold via the platform, nor are we responsible for the Content appearing in any of the Bids / RFO's/ Tenders / auctions. To the fullest extent permitted by law we disclaim any and all liability in respect of any arising from any reliance placed on the Content of any Bid / RFO/Tender/auction by any user of the Website or any claims arising in respect of any goods bought or sold to which the Content relates.



23. CONSEQUENCES FOR FAILURE TO COMPLY WITH THE AGREEMENT

Failure by you to comply with the User Agreement may result in our taking all or any of the following actions:

- a. immediate, temporary or permanent withdrawal of your right to use the Website and/or the Emere Service;
- b. immediate, temporary or permanent removal of any posting, material or Content uploaded by you to the Website;
- c. issue of a public (via the Website) or private warning to you;
- d. limit the amount of postings you may make;
- e. suspension, restriction or limitation of any rights or permissions associated with a User Identifier;
- f. initiation of legal proceedings against you for reimbursement of all costs on a full indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- g. other legal action against you; and/or
- h. disclosure of such information to law enforcement authorities as we reasonably feel is necessary, as set out in our [Privacy Policy](#).

We exclude liability for actions taken in response to breaches of the Terms of Use. The responses described above are not exhaustive and we may take any other action we reasonably deem appropriate.

24. REFUND POLICY

If a buyer seeks a refund from a seller or vendor after full payment has been made and the emere commission paid, emere will not issue a refund as the e-procurement service has been rendered and any dispute between the vendor and buyer is between the two parties.

24. EMAIL NOTIFICATION SERVICE

On the Website you will receive an email notification of an RFO /Tender / Auction to your nominated email address.

The email messages are dependent on external internet providers and, for that reason the email service and timeliness of information may be impacted by factors associated with the user's internet provider which are outside of our control. We will not be liable for email messaging delays, issues or failures. Network delays, poor internet / network coverage, your mobile device being switched off, your internet subscription being expired, not enough data, your message inbox being full and/or your mobile device having inadequate memory or power may prevent or inhibit you receiving the email service.

The information provided through the email notification service indicates that a RFO /Tender / auction matching the criteria that you have registered for on the Website has appeared on the Website. We do not guarantee the availability, accuracy or completeness of the information provided pursuant to the email service. We accept no responsibility for: (i) any loss of profits, loss of earnings, loss of anticipated savings, loss of goodwill or loss of revenue; or (ii) any indirect or consequential loss suffered due to the delay, inaccuracy or other failure of the information provided to the you pursuant to the email Service or otherwise.

We reserve the right to amend, alter or terminate the email notification Service at any time with or without notice to you.

26. INTELLECTUAL PROPERTY

The Website and the Emere Service (including, but not limited to, text, images, photographs, graphics, video and audio Content) are protected by copyright as works, databases, collective works and/or compilations under copyright laws of Ireland. All individual bids / RFOs/ Tenders / Auctions, Content and other elements comprising the Website and the Emere Service are also copyrighted works. Except for the Content that you submit ("User Content"), all intellectual property rights (including copyright, design rights and trademarks) in the Website, Content, User Identifiers and the Emere Service ("Protected IP") are as between you and us are owned by us or our licensors. You acknowledge that the Website, User Identifiers and the Emere Service and any underlying technology or software used in connection with the Website and the Emere Service contains our proprietary information. You may not modify, reproduce, distribute, create derivative works of, publicly display or in any way exploit, any of the content, software, and/or materials available on the Website, or the Emere Service in whole or in part except as expressly provided. Except as expressly and unambiguously provided in these Terms of Use, we and our advertisers, licensors or suppliers do not grant you any express or implied rights to use any Protected IP, and all rights in any Protected IP not expressly granted by us to you are reserved by us for our benefit and the benefit of our licensors.

To the extent you may have any moral rights in any Content (including User Content), you confirm and agree that: (a) you do not require that any personally identifying information be used in connection with the Content, or any derivative works of or upgrades or updates to the Content; (b) you have no objection to the publication, use, modification, deletion and exploitation of the Content by us or our licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the Content; and (d) you



forever release us, and our licensees, successors and assigns, from any claims that you could otherwise assert against us by virtue of any such moral rights.

We are the proprietor of the trade mark EMERE.COM (Logo). All product or service names mentioned on the Website are the trademarks of their respective owners, and other trademarks may be displayed on the Website from time to time. Some material on the Website may contain other information containing intellectual property of a third party. Nothing displayed on the Website should be construed as granting you any licence or right of use of any logo, information or trademark displayed on it, without the express written permission of the relevant owner, except as expressly provided in the Terms of Use.

You may reproduce material from the Website for your own personal, non-commercial reference and you may draw the attention of others to material posted on the Website. Reproduction of material from the Website for other purposes is permitted, provided that the source of the material is acknowledged. In particular, you must not cache any of the contents for access by third parties, nor mirror, scrape or frame any of the content of the Website, nor incorporate it into another website without our express written permission. You may also permit your computer to make an electronically stored, transient copy of the content on the Website for the purposes of viewing it while connected to the internet only.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, or any graphics separately from any accompanying text.

Our status (and that of any users or third parties identified on the Website) as the authors of material on the Website must always be acknowledged by you.

You must not use any part of the Content on the Website for commercial purposes without obtaining a licence to do so from us.

If you print off, copy or download any part of the Website in breach of the User Agreement, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials that you have made.

27. DISCLAIMER OF LIABILITY

The Website and the Emere Service are provided on an 'as is' basis only. You may not rely on any Content and/or other material on the Website and/or the Emere Service to make (or refrain from making) any decision or to take (or refrain from taking) any action on which reliance should be placed. We disclaim all liability (whether in contract, tort or otherwise) arising out of or in connection with any reliance placed on such Content and/or materials by any user of the Website and/or the Emere Service, or by anyone who may be informed of any of the Content. We accept no responsibility for keeping the information in the Website and/or the Emere Service up to date or complete or liability for any failure to do so.

The Content and other material displayed on the Website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we expressly exclude:

- a. all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
- b. any liability for any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time and for any other loss or damage of any kind, any direct or any indirect or consequential loss or damage incurred by any user in connection with the Website and/or Emere Service or in connection with the use, inability to use, or results of the use of the Website and/or Emere Service, any websites linked to it and any materials posted on it however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Nothing in these Terms of Use shall exclude or limit our liability in relation to any damages arising from death or personal injury caused by the negligence of Emere.com or for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

We shall not be liable for any failure to perform any of our obligations under the User Agreement caused by matters beyond our reasonable control. Under no circumstances will we be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any Content on the Website.

Although we make all reasonable endeavours to ensure that the Website is free from viruses and defects, we shall not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, malicious or impairing computer programs or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website and/or Emere Service or to your downloading of any material posted on it, or on any website linked to it.

We do not guarantee the security of the online services or any systems connected with the use of the Website (including the internet and your hardware and software) used in accessing the services, or any information passed through such systems. We do not guarantee access to the Website or any systems used in accessing our services will be continuous or virus or error free.

Any material downloaded or otherwise obtained through the use of the Website is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material. No advice or information,



whether oral or written, obtained by you from us or through or from the Website shall create any warranty not expressly stated in the User Agreement.

28. INDEMNITY

You shall indemnify and keep us, our holding company and subsidiaries and our and their respective officers, directors, shareholders, employees, agents, licensors and suppliers (each an “**Indemnified Person**”) indemnified on demand from and against all judgments, awards, penalties, settlements, fines, costs and expenses (including without limitation, reasonable legal and accounting fees) suffered or incurred by an Indemnified Person and arising out of or in connection with any of the following:

- a. any breach of the User Agreement;
- b. your access to or use of the Website, the Content or the Emere Service in a manner that infringes or is alleged to infringe any applicable law or the rights (including, without limitation, the privacy or intellectual property rights) of any other person.

29. DISCLAIMER OF ENDORSEMENT

Content on the Website referring to any products, process or service by trade name, trademark, manufacturer or otherwise, does not constitute or imply its endorsement, recommendation or validation by us. We have not independently verified the accuracy of any description of any goods or services advertised on the Website. The views, opinions and other Content posted by users on the Website are not ours, shall not be attributed to us by you and shall not be used by you for any advertising or product endorsement purposes unless we expressly authorise it.

30. LINKS TO THE WEBSITE

You may link to the Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, sponsorship or endorsement on our part without our express written permission or in order to directly compete with the Website and redirect traffic from it. You must not establish a link from any website that is not owned by you.

We reserve the right to withdraw linking permission without notice. The Website (in whole or in part) must not be framed on any other website or in any other way altered or displayed in a different manner to the manner which we display it.

If you wish to make any use of material on the Website other than in the manner permitted by these Terms of Use including as set out above please [contact us](#).

31. LINKS FROM THE WEBSITE

Where the Website contains links to other websites and resources, these links are provided for your information only. We have no control over the contents of those websites or resources, and we accept no responsibility for them or for any loss or damage that may arise from your use of them. If you link to any such websites you leave the Website and do so entirely at your own risk.

32. CONTACT FROM US

In the course of providing you services and in respect of your use of the Website, we may need to communicate with you via email or the other details that you have submitted to us. You agree to receive emails which are specific to your order and necessary for the normal functioning of the Website, including emails which help inform users about functionality of the Website. You can read more information about this in our [Privacy Policy](#).

33. PRIVACY AND COOKIES POLICY

Your privacy is important to us. Please review our [Privacy Policy](#) to see how we collect, protect, process and use your personal data. The website also uses cookies and by using the Website you agree to the placement of cookies. To learn more about the cookies we use and how to manage them please review our [Cookie Policy](#).

Any external links to other websites are clearly identifiable as such, and we are not responsible for the content or the privacy or cookie policies of these other websites.

34. GOVERNING LAW AND JURISDICTION

The User Agreement, and any non-contractual obligations arising out of or in connection with the User Agreement are governed by, and shall be construed in accordance with, Malawi law, and the courts of Malawi shall have exclusive jurisdiction to hear, settle and determine any dispute which may arise out of or in connection with the User Agreement save that retain the right to bring proceedings against you in your country of residence or any other court of competent jurisdiction.

35. WAIVER, RIGHTS CUMULATIVE



A failure to exercise or delay in exercising a right or remedy provided by the User Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by the User Agreement or by law prevents further exercise of that right or remedy or the exercise of another right or remedy. The rights and remedies contained in the User Agreement are cumulative and not exclusive of rights or remedies provided by law.

36. SEVERABILITY

If the whole or any part of a provision of the User Agreement is or becomes illegal, invalid or unenforceable under the law of any jurisdiction, that shall not affect the legality, validity or enforceability under the law of that jurisdiction of the remainder of the provision in question or any other provision of the User Agreement and the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of the User Agreement.

37. ASSIGNMENT AND ENTIRE AGREEMENT

We may assign or subcontract any or all of our rights and obligations under the User Agreement with you to a third party at any time, at our discretion. You may not, without our prior written consent, assign or dispose of any of your rights or obligations arising under the User Agreement.

By agreeing to the User Agreement you are also agreeing to the transfer of, by way of novation, all respective rights and obligations outlined in this document.

The Terms of Use and the Policies contains the entire agreement and understanding between the parties relating to the Website and the Emere Service, and supersedes any and all prior agreements, arrangements, statements and understandings, except for any fraud or fraudulent representation by either you or us. In the event of any inconsistency between any Policy and the Terms of Use, then the Terms Use shall take priority.

38. SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, and other information about the Website and/or the Emere Service provided by you to us are non-confidential and may be used by us at our discretion.

39. SCOPE AND APPLICABILITY

These Terms and Conditions of Contract apply to all provisions of works and services made to Emere notwithstanding any conflicting, contrary or additional terms and conditions in any other communication from the service provider/contractor. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by us unless and until we expressly confirm our acceptance in writing.

40. LEGAL STATUS

The service provider/contractor shall be considered as having the legal status of an independent contractor vis-à-vis Emere. The service provider/contractor, its personnel, and sub-contractors shall not be considered in any respect as being the employees of EMERE. The service provider/contractor shall be fully responsible for all work and services performed by its employees, and for all acts and omissions of such employees.

41. SUB-CONTRACTING

In the event the Service provider/contractor requires the services of a sub-contractor, the Service provider/contractor shall obtain the prior written approval of EMERE for all sub-contractors. The Service provider/contractor shall be fully responsible for all work and services performed by its subcontractors and service provider/contractors, and for all acts and omissions of such subcontractors and service provider/contractors. The approval of EMERE of a sub-contractor shall not relieve the Service provider/contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

42. ASSIGNMENT OF PERSONNEL

The Service provider/contractor shall not assign any persons other than those accepted by EMERE for work performed under this Contract.

43. OBLIGATIONS

The service provider/contractor shall neither seek nor accept instructions relating to this contract from any authority external to EMERE, Service providers/contractors may not communicate at any time to any other person, government, or authority external to EMERE, any information known to them by reason of their association with EMERE which has not been made public, except in the course of their duties or by authorization of EMERE: nor shall the service provider/contractor at any time use such information to private advantage. The Service provider/contractor shall refrain from any action that may adversely affect EMERE and shall fulfill its commitments with the fullest regard to the interests of EMERE. These obligations do not lapse upon termination/expiration of their agreement with EMERE.



44. SERVICE PROVIDER/CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Service provider/contractor Shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

45. ACCEPTANCE AND ACKNOWLEDGEMENT

Initiation of service or works under this contract by the service provider/contractor Shall constitute acceptance of the contract, including all terms and conditions herein contained or otherwise incorporated by reference.

46. WARRANTY

The Services performed warrants that upon delivery and for a period of twelve (12) months from the date of completion of the services provided/works completed under this Contract will conform in all aspects to the service and applicable standards specified for such services and any goods or equipment provided as part of the contract and will be free from material defects in workmanship, material, and design under normal use. The warranty does not cover damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accident, or abuse by anyone other than the Service provider/contractor.

The Service provider/contractor warrants the services/construction furnished under this Contract conforms to the specifications and to be free from damage and defects in workmanship or materials. This warranty is without prejudice to any further guarantees that the service provider/contractor provides to purchasers. Such guarantees Shall apply to the services and work subject to this Contract.

47. CHECKS AND AUDIT

The Service provider/contractor Shall allow any external auditor authorized by Emere to verify, by examining the documents and to make copies thereof or by means of on-the-spot checks of original documents, the implementation of the contract and conduct a full audit, if necessary, on the basis of supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project. The Service provider/contractor Shall ensure that on-the-spot access is available at all reasonable times. The Service provider/contractor Shall ensure that the information is readily available at the moment of the audit and if so requested, that the data be handed over in an appropriate form. These inspections may take place up to 7 years after the final payment.

Furthermore, the Service provider/contractor Shall allow any external auditor authorized by EMERE carrying out verifications as required to carry out checks and verification on the spot in accordance with the procedures set out by the donor or in the European Union legislation for the protection of the financial interests of the European Union against fraud and other irregularities.

To this end, the Service provider/contractor undertakes to give appropriate access to any external auditor authorised by EMERE carrying out verifications as required to the sites and locations at which the project is implemented, including its information systems, as well as all documents and databases concerning the technical and financial management of the action and to take all steps to facilitate their work. Access given to agents of any external auditor authorised by EMERE carrying out verifications Shall be on the basis of confidentiality with respect to third parties, without prejudice to the obligations of public law to which they are subject. Documents must be easily accessible and filed so as to facilitate their examination and the Service provider/contractor must inform EMERE of their precise location.

The Service provider/contractor guarantees that the rights of any external auditor authorised by the EMERE carrying out verifications as required to carry out audits, checks, and verification Shall be equally applicable, under the same conditions and according to the same rules as those set out in this Article, to the Service provider/contractor's partners, and subcontractors. Where a partner or subcontractor is an international organisation, any verification agreement concluded between such organisation and the donor applies.

EMERE, its donors, or any of their duly authorized representatives, Shall have access to any books, documents, papers, and records of the service provider/contractor which are directly pertinent

to the specific program for the purpose of making audits, examinations, excerpts and transcriptions

48. RULE OF ORIGIN AND NATIONALITY

If any rules of origin and nationality are applicable due to donor requirements, limiting the eligible countries for goods, legal and natural persons, such rules Shall be stated or referred to in the contract document. In such instances the Supplier must adhere to these rules and be able to document and certify the origin of goods and nationality of legal and natural persons as required.

Failure to comply with this obligation Shall lead, after formal notice, to termination of the contract, and EMERE is entitled to recover any loss from the Supplier and is not obliged to make any further payments to the Supplier

49. INSPECTION

The duly accredited representatives of EMERE or the donor Shall have the right to inspect the works goods called for under this Contract at Service provider/contractor's premises, during manufacture, in the ports or places of shipment, and the Service provider/contractor Shall provide



all facilitates for such inspection. EMERE may issue a written waiver of inspection at its discretion. Any inspection carried out by representatives of EMERE or the donor or any waiver thereof shall not prejudice the implementation of the other relevant provisions of this Contract concerning obligations subscribed by the Service provider/contractor, such as warranty or specifications.

50. FORCE MAJEURE

Force Majeure shall mean Acts of God, strikes, lockouts, discontinuation or termination of donor funding, laws or regulations of operating country, industrial disturbances, acts of the public enemy, civil disturbances, act of war (whether declared or not), explosions blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, and any other similar unforeseeable events which are beyond the parties' control and cannot be overcome by due diligence.

In the event of and as soon as possible and no later than fifteen

(15) days after the occurrence of any cause constituting Force Majeure, the Service provider/contractor shall give notice and full particulars in writing to EMERE of such occurrence or change if the Service provider/contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Service provider/contractor shall also notify EMERE of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this article, EMERE shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Service provider/contractor of a reasonable extension of time in which to perform its obligations under this Contract, or termination of the Contract if any delay will force an extension to the delivery schedule.

Notwithstanding anything to the contrary in this Contract, the Service provider/contractor recognizes that the work and services may be performed under harsh or hostile conditions caused by civil unrest. Consequently, delays or failure to perform caused by events arising out of, or in connection with, such civil unrest shall not, in itself, constitute Force Majeure under this contract.

51. DEFAULT

In case the contractor fails to comply with any term of the Contract, including but not limited to failure or refusal to perform the service/works within the time limit specified, they shall be liable for all damages sustained by EMERE, and EMERE may procure the service/works from other sources and hold the contractor responsible for any excess cost occasioned thereby. EMERE may collect damages from the contractor in lieu of purchasing the service/works from other sources. EMERE may by written notice terminate the right of the contractor to proceed with the contract or such part or parts thereof as to which there has been default, or if any service delivery is late, EMERE may cancel such part or the entire Contract.

52. REJECTION

In the case of services performed on the basis of specifications, outcome, pilot, or combination thereof, EMERE shall have the right to reject the services or any part thereof if they do not conform with the terms of the Contract in the opinion of EMERE or is not performed or delivered in due time.

When the services or works or any part thereof have been rejected, EMERE shall have the right, without prejudice to the provisions of Article 11 to demand from the Service provider/contractor the immediate re-performance or delivery of acceptable services or works in replacement thereof in accordance with the contract or to purchase other similar services or works elsewhere and to claim from the Service provider/contractor the amount of loss or damages sustained by reason of the default.

Goods or any other part of any works or services, including any built structure thereof in EMERE's possession or at a EMERE programme site which has been rejected by EMERE must be removed or destroyed at the Service provider/contractor's expense within such period as EMERE may specify in its notice of rejection.

After such notice has been dispatched to the Service provider/contractor, the Goods or any other part of any works or services, including any built structure thereof will be held at the latter's risk. Should the Service provider/contractor fail to remove the goods, part of any works or services or built structure as required by the notice of rejection, EMERE may dispose of them, without any liability to the Service provider/contractor whatsoever, in such manner as it deems fit and may charge the cost of removal to the Service provider/contractor.

53. AMENDMENTS

No change in or modification of this Contract shall be made except by prior agreement between EMERE and the Service provider/contractor.

54. ASSIGNMENTS & INSOLVENCY

The Service provider/contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof or of any of the Service provider/contractor's rights, claims or obligations under this Contract except with the prior written consent of EMERE.

Should the Service provider/contractor become insolvent or should control of the Service provider/contractor change by virtue of insolvency, EMERE may without prejudice to any other rights or remedies, terminate this Contract by giving the Service provider/contractor written notice of termination.



55. PAYMENT TERMS

The Service provider/contractor Shall invoice EMERE who will then internally confirm acceptance of services/works and approve the invoice for payment. All legal invoices received and approved by the 20th of a month, will be paid that month. No payment can be made to any service provider/contractor without an invoice. No payment will be made on the basis of a contract alone."

56. ANTI-BRIBERY/CORRUPTION

The Service provider/contractor Shall comply with all applicable laws, statutes, and regulations relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 and the United States Foreign Corrupt Practices Act 1977 ("Relevant Requirements").

The Service provider/contractor Shall have and maintain in place throughout the term of any contract with EMERE its own policies and procedures to ensure compliance with the Relevant Requirements.

No monies are payable to EMERE by the Service provider/contractor in association with the execution of this contract. If the Service provider/contractor is approached by a EMERE member of staff or by any person acting on behalf of EMERE (third-party representatives include agents, consultants, contractors, and partner organisations) for a payment, commission, 'kickback' or associated payment or any other advantage of any kind, they are obliged to report the request or payment directly to EMERE's CEO within thirty-six hours. Failure to report any request for payment by a EMERE member of staff or actual payment by the Service provider/contractor to a EMERE member of staff to the EMERE CEO Shall result in the immediate termination of any contract and may result in disqualification of the Service provider/contractor from participation in future contracts with EMERE.

57. ANTI-PERSONNEL MINES

The Service provider/contractor guarantees that it is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof. Any breach of this representation and warranty Shall entitle EMERE to terminate this Contract immediately upon notice to the Service provider/contractor, at no cost to EMERE.

58. ETHICAL PROCUREMENT AND PROCUREMENT PRACTICE

The Service provider/contractor represents and warrants that neither it, nor any of its service provider/contractors is engaged in any practice inconsistent with the following code of conduct for service provider/contractors: Employment is freely chosen, freedom of association and the right to collective bargaining are respected, working conditions are safe and hygienic, no child labour/protection of children is ensured, living wages are paid, working hours are not excessive, no discrimination is practiced, regular employment is provided, no harsh or inhumane treatment is allowed, any harm to the environment Shall be avoided or limited. Any breach of this representation and warranty Shall entitle EMERE to terminate this Contract immediately upon notice to the Service provider/contractor, at no cost to EMERE.

59. OFFICIALS NOT TO BENEFIT

The Service provider/contractor warrants that no official of EMERE has received or will be offered by the Service provider/contractor any direct or indirect benefit arising from this Contract or the award thereof. The Service provider/contractor will notify EMERE immediately in case any official from EMERE requests any unofficial, or additional payment, or gift to their personal account. The Service provider/contractor agrees that breach of this provision is a breach of an essential term of this Contract.

60. PRIOR NEGOTIATIONS SUPERSEDED BY CONTRACT

This Contract supersedes all communications, representations, arrangements, negotiations, requests for proposals and proposals related to the subject matter of this Contract.

61. INTELLECTUAL PROPERTY INFRINGEMENT

The Service provider/contractor warrants that the use or supply by EMERE of the services sold under this Contract does not infringe on any patent, design, trade-name, or trade-mark.

In addition, the Service provider/contractor Shall, pursuant to this warranty, indemnify, defend and hold EMERE harmless from any actions or claims brought against EMERE pertaining to the alleged infringement of a patent, design, trade-name or trade- mark arising in connection with the goods sold under this Contract.

All maps, drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Service provider/contractor under this Contract Shall be the property of EMERE, and Shall be treated as confidential and Shall be delivered only to EMERE's authorized officials on completion of work under this Contract

Unless authorised in writing by EMERE, the Service provider/contractor Shall not advertise or otherwise make public the fact that he is a Service provider/contractor to EMERE or use the name, emblem, or official seal of EMERE or any abbreviation of the name of EMERE for advertising purposes or for any other purposes.

62. PACKING



The Service provider/contractor Shall pack any goods with new, sound materials and with every care, in accordance with the normal commercial standards of export packing for the type of goods specified herein. Such packing materials used must be adequate to safeguard the goods while in transit. The Service provider/contractor Shall be responsible for any damage or loss that can be shown to have resulted from faulty or inadequate packing.

63. SHIPMENT AND DELIVERY

All services and works Shall be delivered at the agreed place of delivery as stated in the Contract, at the Service provider/contractor's risk, unless otherwise provided for in the Contract.

64. INSURANCE

It is the responsibility of the service provider/contractor and the buyer to provide and thereafter maintain for the duration of this contract and any extension thereof all appropriate workmen's compensation insurance or its equivalent with respect to its employees to cover claims for personal injury and death in connection with this contract. Emere has no liability in this regard.

65. INDEMNIFICATION

The Supplier agrees to indemnify, hold and save EMERE harmless and defend at its own expense EMERE, its officers, agents, and employees from and against all suits, claims, demands and liability of whatever nature or kind, including costs and expenses thereof and liability arising there from, with respect to, arising from or attributable to acts or omissions of the Supplier or its employees or sub-contractors in or relating to the performance of this Contract. This provision Shall extend to, but Shall not be limited to, product liability claims.

EMERE will promptly notify the Supplier of any such suit, claim, proceeding, demand, or liability within a reasonable period of time after having received written notice thereof, and will reasonably cooperate with the Supplier, at the Supplier's expense, in the investigation, defense or settlement thereof, subject to the privileges and immunities of EMERE.

The Supplier Shall not permit any lien, attachment or other encumbrance by any person or entity to remain on file in any public or official office or on file with EMERE against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Supplier.

66. TERMINATION OF CONTRACT

Either party may cancel this Contract before the expiry date of the Contract by giving notice in writing to the other party. The period of notice Shall be 5 days in the case of contracts with a total period of less than two months or 14 days in the case of contracts with a longer period.

In the event of the Contract being terminated prior to its due expiry date in this way, the Service provider/contractor Shall be compensated on a pro rata basis for no more than the actual amount of work performed to the satisfaction of EMERE. Additional costs incurred by EMERE resulting from the termination of the Contract by the Service provider/contractor may be withheld from any amount otherwise due to the Service provider/contractor from EMERE.

This contract Shall be automatically terminated, and the Service provider/contractor Shall have no right to any form of compensation, if it emerges that the award or execution of the contract has given rise to unusual commercial expenses.

Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company

EMERE reserves the right to withhold payments while any investigation is taking place into suspected wrongdoing or breaches of policy. EMERE reserves the right to make no payment of sums due (even when goods or services have been supplied), in instances where wrongdoing is present.

67. CONFIDENTIALITY

The Supplier Shall not advertise or otherwise make public the fact that he is a Supplier to EMERE without specific approval from EMERE. Nor Shall the Supplier in any manner whatsoever use the name of EMERE, or any abbreviation thereof, in connection with his business or otherwise. Non-observance of these conditions Shall entitle EMERE to cancel the Contract, or any part thereof, and to hold the Supplier liable for any damages which EMERE has sustained as a result thereof.

68. DISPUTES - ARBITRATION

Any claim or controversy arising out of or relating to this or any contract resulting here from, or to the breach, termination or invalidity thereof, Shall be, unless settled amicably through negotiation, submitted to arbitration in accordance with Irish law.



69. SETTLEMENT OF DISPUTES

The parties Shall use their best efforts to settle amicably any dispute, controversy or claim arising out of or in connection with this Contract including any disputes regarding the existence, validity or termination. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation Shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

Unless, any such dispute, controversy or claim between the parties arising out of or relating to this Contract or the breach, existence, termination or invalidity thereof is settled amicably under the preceding paragraph of this article within sixty (60) days after receipt by one party of the other party's request for such amicable settlement, such dispute, controversy or claim Shall be referred by either party to arbitration in accordance with the UNCITRAL Arbitration rules as at present in force, including its provision on applicable law. The place of arbitration Shall be your country of registration and the language to be used in the proceedings Shall be English. The arbitral tribunal Shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in this Contract, the arbitral tribunal Shall also have no authority to award interest. The parties Shall be bound by any arbitration award rendered as a result of such arbitration and as being the final adjudication of any such dispute, controversy or claim.

70. WITHHOLDING TAX

EMERE reserves the right to deduct withholding tax from the service provider/contractor's invoice if so required by law. This will apply unless the service provider/contractor has supplied in advance the required documentation proving its exemption from withholding tax (e.g. withholding tax exemption certificate).

71. GOVERNING LAW AND JURISDICTION

These Terms and Conditions Shall be governed by the laws of your country of registration so if registered under Malawi then it is the law of Malawi, South Africa, then the law of South Africa, Kenya then the law of Kenya etc., and subject to the exclusive jurisdiction of the relevant country courts.

72. BANK GUARANTEE

When specifically requested by EMERE, a bank guarantee from a well reputed bank acceptable to EMERE in the currency in which the Contract is payable and for an amount to be prescribed by EMERE Shall be obtained by the Service provider/contractor at his expense and deposited with EMERE before start of the Contract. In the event of any loss, damage and/or extra costs incurred by EMERE by reason of the Service provider/contractor's default, negligence or failure to perform the terms and conditions of the Contract or any part thereof, that part of any such loss, damage and/or extra costs which is represented by the full or by any lesser amount of such guarantee Shall be immediately and initially reimbursable to EMERE from such guarantee without prejudice to its right to hold the Service provider/contractor liable for the full amount of such loss, damage and/or extra cost. The guarantee Shall be valid for a period of not less than 30 days after the services or works are confirmed as concluded by EMERE.

73. ENVIRONMENTAL STANDARDS

Service providers/contractors should as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas which should be considered are:

- Waste Management
- Packaging and Paper
- Conservation
- Energy Use
- Sustainability

74. HUMAN TRAFFICKING

EMERE has adopted a policy supporting the prohibition of trafficking in persons including the trafficking-related activities for any purpose, including the use of forced labour. Service providers/contractors and their employees, and agents Shall not: — ● Engage in any forms of trafficking in persons during the period of performance of the contract;

- Procure commercial sex acts during the period of performance of the contract;
- Use forced labour in the performance of the contract;
- Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible

to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work



Should the Service provider/contractor become aware of, or suspect, human trafficking activities during the execution of the contract the Contractor must immediately inform EMERE to enable appropriate action to be taken.

In respect to any contract funded by the UK Government the Service provider/contractor is expected to be familiar with the terms of the UK Modern-Slavery Act 2015, and to abide by the conditions of the Act.

By signing this document, I acknowledge that I have read the terms and conditions for using the Emere platform and that I agree to all of the terms and conditions for using the Emere platform, including the fee charged on winning bids and the fact that my performance will be scored and made public to other users as per section 6 above.

Signed:

Print name:

Position:

Company Name:

Date:

Address: