

1. In these terms and conditions, the following terms have the following meanings:
 - (a) "CGSH" means Cleary Gottlieb Steen & Hamilton LLP.
 - (b) "Contract" means any agreement or purchase order between CGSH and the Contractor for the sale of the Goods and/or for the supply of the Services conforming to the defined specification ("Specification") that expressly or by implication is incorporated and subject to these conditions.
 - (c) "Contractor" means the person who by the Contract undertakes to supply the Goods and Services to CGSH as is provided for in the Contract.
 - (d) "Goods" and/or "Services" means all goods, materials, articles, works, or services that the Contractor is required to supply under the Contract.
2. The Goods and/or Services shall be supplied in accordance with these conditions, notwithstanding anything to the contrary contained in the Contractor's terms of business, sale, or payments. Contractor performance under, or acknowledgement of, the Contract shall constitute acceptance of these terms.
3. Time is of the essence as regards every Contractor's obligations under the Contract.
4. The Goods shall be securely packed in trade packages of a type normally used by the Contractor for commercial deliveries of the same or similar goods, and the outside of such packages should display the description of goods, quantity in package, any special directions for storage, expiry date of contents (if applicable), batch number, and name of manufacturer. A delivery note shall accompany each delivery of the goods or services. CGSH shall not be obliged to safeguard, return, or pay for the return of any packaging unless agreed in writing.
5. The Goods shall be delivered and the Services performed by the Contractor and the shipping paid in such manner, at such times, and at/to such places as CGSH may order in writing from time to time, being times and places within the quantities, period, and localities specified in the Contract. If the goods are delivered, or the services are to be performed, by installments, the Contract shall be treated as single and not severable. A signature supported by a printed name acknowledging receipt but not acceptance of the Goods or Services shall be obtained from the consignee.
6. Risk of damage to or loss of the Goods shall pass to CGSH upon delivery and unloading in accordance with the Contract. Pending such delivery and unloading, the Contractor shall maintain sufficient insurance cover against risk of loss or damage to the Goods.
7. The Contractor warrants that all Goods and/or Services will be supplied or performed to the satisfaction of CGSH and will conform in all respects to the qualities, descriptions, and specifications contained in the Contract and with all statutory requirements, regulations, conditions, or other instrument having the force of law applicable to the Goods and/or Services comprised in the Contract and that all Goods will be of merchantable quality and fit for the purpose for which they are required, free and clear of all security interest, lien charges, and restrictions or encumbrances of any kind. The goods shall be free from defects in design, material, and workmanship and will answer the description provided by the Contractor in writing. CGSH reserves the right to demand that a sample or samples be submitted to it.
8. The Contractor warrants to CGSH that the staff employed for this Contract are properly careful, skilled, and experienced in the duties required of them, sufficiently trained and instructed to carry out the services, and will be available to perform their duties at all times and in all respects to Contract specification.
9. Without prejudice to any other right or remedy:
 - (a) If the Goods and/or Services do not conform to the warranties expressed above to the satisfaction of CGSH, then CGSH shall be entitled to require the Contractor to repair the Goods and/or Services; or to supply replacement Goods and/or Services in accordance with the Contract; or reject the goods and return any such rejected goods to the Contractor at the Contractor's risk and expense; or at CGSH's sole option, and whether or not CGSH has previously required the Contractor to repair the Goods and/or Services or to supply any replacement Goods and/or Services, to treat the Contract as discharged by the Contractor's breach and require repayment of any part of the Contract price ("Price") that has been paid and cancel any outstanding deliveries. The whole of any consignment may be rejected if a reasonable sample of goods taken from that consignment is found not to conform in every respect to the requirements of the Contract. CGSH's right of rejection shall continue irrespective of whether CGSH has, in law, accepted the Goods and/or Services.
 - (b) If the Contractor does not deliver the Goods or any part of them or carry out the Services in accordance with the Specification within the times specified in the Contract, CGSH may (i) require the Contractor to remedy the default within such time as CGSH may specify by providing without further charge to CGSH such part of the Goods and/or Services to the Specification; (ii) terminate the Contract and purchase other Goods and/or Services of the same or similar description to make good such default; (iii) without terminating the whole of the Contract, terminate the Contract in respect of part of the Goods and/or Services only and thereafter provide or procure the provision of such part of the Goods or Services itself; and (iv) itself provide or procure the provision of the Services until CGSH shall be satisfied that the Contractor is able to carry out the Services in accordance with these conditions. If the cost to CGSH of executing or procuring such Goods and/or Services or part of them exceeds the amount that would have been payable to the Contractor for executing or procuring such Goods and/or Services, the excess shall be paid by the Contractor to CGSH in addition to any other sums payable by the Contractor to CGSH in respect of the breach of Contract.
10. The Contract price shall be as stated in the Contract and, unless otherwise stated, shall be inclusive of all charges for packaging, freight, carriage, insurance, delivery, and installation of the Goods to the addresses named in the Contract or orders and all payments made or to be made to any third party in respect of any intellectual property used for the purpose of performing the Contract. No variation in the price will be accepted unless CGSH's prior written consent has been given thereto. CGSH shall pay the Contract Price to the Contractor at the end of the month following the month in which the invoice is received or the Goods and/or Services are delivered, whichever is later, unless otherwise agreed in writing by CGSH. Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Contractor under the Contract or under any other contract with CGSH.
11. Without prejudice to its liability for breach of any of its obligations under the Contract, the Contractor shall be liable for and shall indemnify CGSH against any liability, loss, costs, expenses, claims, or proceedings whatsoever arising under any statute or at common law in respect of any loss or damage to property (whether real or personal), any injury to any person, including injury resulting in death, in consequence of or in any way arising out of any defect in the Goods or the delivery or unloading of the Goods or arising out of the provision of the Services by the Contractor, its servants, or agents except insofar as such loss, damage, or injury shall have been caused by negligence on the part of CGSH, its servants, or agents and against any costs or claims arising from any infringement of any intellectual property.
12. The Contractor shall indemnify CGSH against any liability, loss, claim, or proceedings whatsoever in respect of death or injury howsoever caused to any of the Contractor's employees, subcontractors, or agents while in or about CGSH's sites, premises, or other places of business in connection with the Contract.
13. Without prejudice to the indemnification obligations provided in clauses 11 and 12, the Contractor shall maintain adequate insurance to cover the risks of personal injury, death, and damage.
14. If any provision of the Contract is or becomes illegal, void, or invalid, that shall not affect the legality and validity of its other provisions.
15. Failure of either party to seek redress for breaches or to insist on strict performance of any provision of the Contract or the failure of either party to exercise any right or remedy to which it is entitled under the Contract shall not constitute a waiver thereof and shall not cause a diminution of the obligations under the Contract. No waiver of any provision of the Contract shall be effective unless both parties in writing agree to it. No waiver of any default shall constitute a waiver of any subsequent default.
16. Neither the expiration nor the termination of the Contract shall prejudice or affect any right of action or remedy that shall have accrued or shall thereafter accrue either to CGSH or to the Contractor.
17. CGSH may at any time, without invalidating the Contract, issue an instruction in writing to the Contractor to vary the Goods and/or Services comprised in the Contract by their addition, omission, substitution, or other change or by varying the time and/or place of delivery and/or completion. Such variations shall, where appropriate, be valued in accordance with the rates and prices contained in the Contract, or if such rates and prices are inapplicable, a reasonable valuation for the variation shall be made.
18. The parties shall not assign the whole or any part of the Contract. The Contractor shall not subcontract the supply of the Goods and/or Services without CGSH's previous consent in writing.
19. The Contractor, its employees, and agents at all times shall keep confidential and secret and shall not disclose to any person other than a person authorised by CGSH any information and other matters acquired by them in connection with the Contract.
20. CGSH may at any time by notice in writing terminate the Contract without compensation to the Contractor if (a) Contractor files a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors, or similar proceeding; (b) Contractor becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors, or similar proceeding and such petition or proceeding is not dismissed within thirty (30) days from filing of such petition or proceeding; (c) Contractor ceases or threatens to cease to carry on business in the ordinary course; or (d) Contractor breaches any of its obligations under this Contract, or CGSH, in its reasonable discretion, determines that Contractor cannot or shall not deliver the Goods or perform the Services as required. Such termination shall not prejudice or affect any right of action or remedy that shall have accrued or shall accrue thereafter to CGSH.
21. Except as other agreed to between the parties, CGSH may cancel the Contract in respect of all or part of the Goods and/or Services by giving notice to the Contractor at any time prior to delivery or performance, in which event CGSH's sole liability shall be to pay the Contractor the price for the Goods or Services received by and reasonably acceptable to CGSH. CGSH shall be entitled to terminate a Contract without liability to a Contractor by giving notice to a Contractor at any time if the Contractor is in breach of its obligations under the Contract.
22. In the event of any conflict between these Conditions and any supplementary conditions appended to the contract, then the supplementary conditions shall prevail.
23. The Contract shall be deemed to be made in the State of New York and shall in all respects be construed and governed by the Laws of that State.
24. All documentation, reports, and paperwork covered and generated under the Contract shall be written using the English language. Stenographic or clerical errors, whether in mathematical computations or otherwise, made on this Contract or any other forms delivered shall be subject to correction.