

General Purchase Conditions (Local): - as at March 2023 - for supplying services, materials and equipment on behalf of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH in *Lebanon*

1. Applicability, Components of the Contract

1.1. Applicability of the General Purchase Conditions

Subject to Section 1.2, these General Purchase Conditions apply to all goods and services supplied by the Contractor to the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH as the contracting party.

The Contractor must prepare its tender based on these General Purchase Conditions. A contract is established between the parties, subject exclusively to GIZ's General Purchase Conditions, once an order is issued by GIZ, after which any amendments to the contract require the approval of GIZ in text form. Any general terms and conditions of business and/or payment specified by the Contractor and attached to the latter's order confirmation or made available in any other way do not apply unless GIZ has expressly agreed to them in advance in text form. GIZ's General Purchase Conditions apply even if GIZ accepts the goods and/or services in full knowledge of, and without objecting to, any conflicting or differing conditions of the Contractor.

1.2 Components of the contract

The contract is made up exclusively of the following components:

1) GIZ's written order with all annexes thereto; 2) the technical tender submitted by the Contractor, excluding any general terms and conditions of business and/or payment attached by the Contractor; 3) these General Purchase Conditions; 4) the [Code of Conduct for Contractors of GIZ](#). In the event of discrepancies between individual components of the contract, the documents listed above apply in the given order.

2. Procedures governing Supply, Performance and Transport

2.1 Packing and marking

All items must be packed and where appropriate marked in accordance with the specific requirements for the goods, the type of shipment, the form of transport and the legal and climatic conditions in Lebanon. Subject to these packing specifications, the Contractor must, wherever possible, use eco-friendly and easily recyclable packaging. Items should be packaged using only the minimum amount of material required.

The Contractor is liable for correct packing and marking and for any damage attributable to inadequate or defective packing or marking. If third parties are engaged by the Contractor to carry out packing/marking, the Contractor shall be liable for their faults. GIZ or the forwarding agent contracted by GIZ is

entitled but not obliged to refuse packages which do not comply with the above conditions or to demand subsequent performance by the Contractor (remedy or replacement) or, if the Contractor fails to provide subsequent performance within the stipulated period, to remedy the deficiencies itself or arrange for the deficiencies to be remedied or procure a replacement, in all cases at the expense of the Contractor.

2.2 Delivery terms

'Delivery terms' means the Incoterms agreed in the contract, any amended or supplemented Incoterms in their amended or supplemented form, or, where no Incoterms have been agreed, any other individually agreed delivery terms.

2.3 Delivery documents

The term 'delivery documents' means the documents listed under this Section 2.3. and in the order, as well as all other accompanying documents which are required in order to deliver the goods to the location of use without any trouble or interruption in accordance with the respective conditions.

The Contractor must make the delivery documents available at the required point in time, at the latest when the goods are handed over to GIZ.

In addition to quoting GIZ's order number, the packing list must state the precise content, the gross and net weights and the complete markings of each package. An additional copy of the list must be included in each package.

2.4 Additional documents

The technical inspection certificates or official approval or registration certificates or certificates of origin or similar certificates specified in detail in GIZ's written order must be delivered to GIZ at the latest together with the delivery documents.

Two copies each of the operating instructions and any necessary assembly instructions, in English, must be delivered together with the goods. If additional foundation layout plans and circuit diagrams are required in order to prepare for installations, such documents are to be submitted to GIZ in duplicate, quoting GIZ's order number, as soon as the written order has been received.

2.5 Transport

If the Contractor is responsible for transport, any assistance with the transport of consignments which is provided by GIZ or the recipient of the goods or services in Lebanon does not release the Contractor from its obligation to ensure the proper transport of these to the place of delivery.

2.6 Partial deliveries

Partial deliveries require GIZ's prior consent in text form. They must be identified as such in all shipping and delivery documents and in the marking on the packages and must be consecutively numbered.

2.7 Delivery dates

Goods and/or services may be delivered before the agreed date only with the prior consent of GIZ, in text form.

3. Payment Terms and Prices

3.1 Prices

The agreed prices are fixed prices and exclude any subsequent claims by the Contractor for additional payment and any price increases of any kind. The prices include all packing costs, ancillary costs, costs for drawing up or obtaining the delivery documents specified in Section 2.3 and the additional documents specified in Section 2.4, transport costs, assembly, installation, all customary accessories and any accessories required in order to prepare the items for use or operation.

The Contractor undertakes to make use of any possible exemption from value-added tax. If and insofar as goods and services are subject to value-added tax, the Contractor must show the tax separately in the invoice.

3.2 Payment terms and assignment

3.2.1 Due date

The purchase price is payable by the contractually agreed payment date following receipt by GIZ of a proper itemised commercial invoice (Section 3.2.2), the delivery documents specified in Section 2.3 and the additional documents specified in Section 2.4. If advance payments or partial payments are agreed, payment must be made within the agreed periods and upon presentation of the agreed documents and collateral.

If partial deliveries are made without the prior consent required under Section 2.6, the total purchase price is not due until the payment conditions are met for the goods and services as a whole, including the final partial delivery or final partial service.

3.2.2 Commercial invoice and evidence of shipment

The commercial invoice must be made out to GIZ and must quote GIZ's full order number. A separate commercial invoice must be made out for each shipment. If advance payments are agreed, they must be invoiced in the commercial invoice against which an advance payment is offset, and deducted once more from the overall amount.

3.2.3 Assignment

Claims against GIZ may be assigned only with the prior consent of GIZ in text form.

3.2.4 Offsetting claims and rights of retention

The Contractor may offset only such claims as are undisputed or established as having legal force. GIZ is entitled to exercise the offsetting rights and rights of retention available to it under law.

4. Transfer of Risk and of Ownership

Price and performance risks are transferred in accordance with the delivery terms (as defined in Section 2.2 above) but no later than the point at which ownership of the goods is transferred from the Contractor to GIZ.

Unless otherwise agreed, ownership of the goods shall be transferred from the Contractor to GIZ at whichever of the times listed below occurs first: transfer of risk or full payment of the purchase price (with the exception of any agreed share for assembly/installation or work and materials and any agreed warranty retention amount). If, at that time, the goods have not yet been delivered, the Contractor must hold the goods in safekeeping for GIZ free of charge and/or hereby assigns to GIZ any present and future claims against third parties to the surrender of the goods.

Retention of title to the goods must be agreed by both parties in text form in a separate document.

Parts or tools made available by GIZ or by the recipient named in the contract remain the property of either GIZ or the recipient. Any processing or alterations by the Contractor are carried out on behalf of GIZ or the named recipient.

5. Breaches of Contract, Warranty, Default and Liability

5.1 Default

The Contractor is in default if it does not provide the service owed by the contractually agreed delivery date. If the Contractor is in default, GIZ is entitled to all statutory claims without limitation. If the Contractor is in default, GIZ is entitled to impose a contractual penalty amounting to 0.2% of the agreed purchase price per calendar day, up to a maximum of 5% of the agreed purchase price (including packing and freight costs, plus value-added tax where applicable). GIZ is entitled to claim a contractual penalty up to the time at which final payment is made, even if this right was not reserved upon acceptance of the goods. The contractual penalty will be deducted from more extensive claims for damages.

5.2 Warranty and assurances

The goods and services to be provided must comply with the generally acknowledged rules of technology. They must be of excellent quality. The Contractor warrants that all goods and services are free from defects and that they fulfil the characteristics as agreed in the contract. Unless otherwise specified by GIZ in text form, all goods must be new.

In the case of a contract for work and materials, the Contractor warrants that the materials used (with the exception of materials provided by GIZ) and the manufacture, construction and planning (with the exception of manufacture, construction and planning activities performed by GIZ) are free of defects and fulfil the agreed characteristics.

The Contractor also warrants that the goods and services are suitable for use at the location of use with due regard for the local climatic, technical and legal conditions and that they meet all the relevant technical standards (for example, EN, ISO, DIN, and VDE). The location of use of the goods is specified in GIZ's written order or, if the location of use is not explicitly stated, it is Beirut, Lebanon.

The Contractor warrants that the goods and services have no defects of title and do not breach any copyrights, industrial or intellectual property rights or any other rights of third parties.

5.3 Claims for defects

In case of defects, GIZ is entitled as a minimum to assert all its statutory rights.

In the event of disagreement over whether goods and services are defective, the Contractor bears the burden of proof for demonstrating that the said goods or services are free of defects.

GIZ is also entitled to assert claims for damage incurred by the user of the goods and services which arise due to defects or to failure on the part of the Contractor to comply with other contractual obligations.

The defects liability period for asserting warranty or other compensation claims in respect of goods which have been repaired or replaced commences once again if the Contractor was obliged to render subsequent performance. The defects liability period is suspended for the period during which goods or services are unavailable on account of defects.

5.4 Examination of goods and lodging of complaints

To comply with the statutory obligation to examine goods and lodge complaints in respect of defects in due course, it is sufficient if GIZ examines the goods at the location of use. It is sufficient if the inspection is carried out with the resources available at the location of use. In the event of partial deliveries, the goods need not be examined until the final partial delivery has arrived at the location of use. If it is agreed that the goods are to be installed, assembled or placed into operation, GIZ is not required to inspect the goods until these steps have been carried out. If several goods of the same type are delivered, it is sufficient to inspect a random sample of the goods. If random checks reveal defects, GIZ may assert claims for defects in relation to all of the goods and services.

Complaints in respect of defects must be lodged with the Contractor without undue delay as soon as such defects are discovered. Notice of defects in goods and services is given in good time if lodged within 30 calendar days of whichever of the following occurs latest in each case: 1) arrival at the location of use; 2) completed installation, assembly or commencement of operation. In the case of hidden defects, notice of defect is given in good time if lodged within 15 calendar days of such defects being discovered.

If the Contractor fraudulently conceals a defect, it is not entitled to plead that GIZ breached its obligation to examine the goods and to lodge a complaint in respect of defects. The same applies if the Contractor was unaware of the defect at the time of delivery due to gross negligence.

5.5 Liability

The Contractor is liable for all its own faults and those of persons it uses to fulfil its obligations (vicarious agents) and of manufacturers. The Contractor is also liable for any culpable damage resulting from its actions or those of its vicarious agents even if such damage is merely incidental to the fulfilment of the order.

6. Prevention of the Financing of Terrorism and Compliance with Embargoes

The Contractor must not use any remuneration obtained from GIZ in order to provide funds or other economic resources directly or indirectly to third parties which are included on a sanctions list issued by the United Nations and/or the EU.

When implementing the contract, the Contractor may enter into and/or maintain business relations only with third parties which are reliable and to whom no statutory ban on entering into contractual or business relations applies. When implementing the contract, the Contractor must also comply with embargoes and other trade restrictions imposed by the United Nations, the EU or the Federal Republic of Germany.

The Contractor must notify GIZ without delay and on its own initiative if the Contractor, a member of its official managing body and/or other administrative bodies, its shareholders and/or staff is included on a sanctions list issued by the United Nations or the EU. This provision also applies if the Contractor becomes aware of an event which leads to such a listing.

The Contractor must notify GIZ without delay and on its own initiative of any violation of the provisions stipulated in this Section 6. In the event of such a violation, GIZ is entitled to withdraw from or terminate the contract without prior notice. This does not affect GIZ's rights under Section 8 of these General Purchase Conditions.

7. Obligations related to the Supply Chain

7.1 Code of Conduct for GIZ Contractors

The Contractor shall guarantee with regard to its own business activities that it acts in accordance with the Code of Conduct for Contractors of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH ('Code of Conduct'), which is annexed to these General Purchase Conditions and is a component of the contract, and warrants that it will appropriately address the provisions of the Code of Conduct along the supply chain if GIZ establishes the existence of a human-rights or environment-related risk and notifies the Contractor thereof.

The Contractor is obliged to hold GIZ harmless from third-party claims resulting from a breach of the Code of Conduct unless the Contractor can prove that it is not responsible for the breach.

7.2 Preventive measures

The Contractor must take suitable and appropriate measures to prevent and minimise the risk of breaching the provisions of the Code of Conduct. If GIZ identifies (new) risks during performance of the contract, additional preventive measures must be taken. GIZ is entitled to instruct the Contractor to take specific measures.

7.3 Ensuring access to the complaints procedure in the supply chain

The Contractor shall ensure unhindered access for all of its employees to the complaints procedure set up at GIZ. In particular, the Contractor shall not undertake any actions which hinder, prevent or complicate access to the complaints procedure. This also applies to indications that human-rights or environment-related obligations have been violated due to the actions of an indirect supplier.

7.4 Warranted controls

GIZ is entitled to check whether the Contractor complies with the provisions of the Code of Conduct if compliance risks have been identified and the Contractor has been informed of them. The corresponding control measures must be appropriate and give due consideration to the Contractor's justified concerns. In particular, control measures include: comprehensive disclosure; on-site checks by GIZ or a commissioned third party; mandatory certification in line with recognised standards. All control measures are restricted to compliance with expected human-rights and environment-related standards.

7.5 Participation in training courses

If GIZ identifies compliance risks related to the Code of Conduct, the Contractor shall be obliged at GIZ's request to prove that it has taken part in the training courses carried out by GIZ, which aim to ensure compliance with the human-rights and environment-related obligations set out in the Code of Conduct and to guarantee that they are adequately addressed in the further supply chain. Participation is not necessary if GIZ agrees and if the Contractor confirms in writing to GIZ that it (i) complies with the provisions of the Code of Conduct and (ii) verifiably conducts its own training courses.

7.6 Obligations to provide information and documents

The Contractor is obliged on request to procure and provide the information and documents which GIZ needs in order to meet all of the regulatory requirements resulting from the contractual relationship. Regulatory requirements in this context may result in particular, but not exclusively, from the following legislation:

the German Act on Corporate Due Diligence Obligations in Supply Chains (LkSG)

the EU Regulation on Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH)

7.7 Legal consequences in the event of violations of the Code of Conduct

If the Contractor breaches any of the obligations set out in the Code of Conduct, GIZ is entitled to suspend performance of the contract or optionally to withdraw from or terminate the contract if the breach is not remedied after setting a reasonable deadline. There is no need to set a deadline in the event of a serious, persisting or repeated breach. If the Contractor breaches an obligation under the Code of Conduct, the Contractor is additionally obliged to pay damages unless it can prove that it is not responsible for the breach. The payment of damages also includes appropriate compensation for reputational damage.

If the Contractor breaches an obligation under the Code of Conduct, GIZ is furthermore entitled to exclude the Contractor from future competitive award procedures for a period which is limited to the duration of the breach and to the extent appropriate.

The Contractor is obliged to pay a contractual penalty for each breach of the Code of Conduct; the amount of this penalty (i) depends on the nature and severity of the breach, (ii) is established by GIZ after due consideration and (iii) does not exceed EUR 50,000. If a pecuniary advantage

granted by the Contractor as a form of corruption is greater than EUR 50,000, the Contractor must pay a contractual penalty equal to this sum. Any further rights to claim damages on the part of GIZ shall remain unaffected. However, contractual penalties which have already been paid shall be deducted from such claims for damages.

8. General Provisions, Rights of Termination and Withdrawal

8.1 Retention of documents, right of inspection and duty of disclosure

The Contractor must keep contract-related records for ten years after the goods and/or services have been formally accepted and must provide all such records for inspection by GIZ on request.

GIZ is entitled to inspect at any time the progress made and results achieved during the implementation of the contract. The Contractor must ensure that the documents required for this purpose are available at all times and must provide the required information. At the request of GIZ, the Contractor must provide information to other institutions or to persons and organisations commissioned by GIZ and must facilitate any inspections; the Contractor undertakes to cooperate with any reasonable requests during such inspections.

8.2 Confidentiality and publications

Any and all data relating to the contract as well as any other information, such as submitted documents and exchanged information, of which the Contractor and its employees become aware in the course of performing the contract, must be treated as confidential during and beyond the term of the contract. This provision applies even if such documentation and information has not been explicitly designated as secret or confidential.

The Contractor must not make documents or work results of any kind, especially reports, accessible to third parties without obtaining prior written approval from GIZ. Third parties under this provision also include the ultimate commissioning party/client. The Contractor shall also not be permitted to make use of any such data and information for the Contractor's own purposes.

Written consent must be obtained from GIZ in text form before publishing any documents related to the subject matter of the contract. Consent is not required if the Contractor simply wishes to give a brief description of the contract and the work involved for public relations purposes. For the purposes of this provision, a statement noting the subject matter of the contract and the key results constitutes a brief description. The Contractor must always express in an appropriate way that its activities are being carried out on behalf of GIZ and must also name the ultimate commissioning party and any other financing providers.

For its part, GIZ is entitled to publish documentation together with name details; this applies even if the contractual relationship ends prematurely.

8.3. Data privacy policy

Within the framework of the contract, GIZ processes personal data only in accordance with the EU General Data Protection Regulation (EU GDPR) and other applicable data protection regulations. GIZ stores and processes personal data only to the extent required in connection with the contract. The Contractor shall have the right to view, erase or rectify the personal data and shall be entitled to contact GIZ (datenschutzbeauftragter@giz.de) or the responsible public authority for the purpose of enforcing these rights.

The Contractor shall comply with the requirements of applicable data protection regulations and take measures to ensure such compliance by its employees.

The Contractor warrants that any data transmitted to GIZ have been processed in accordance with the applicable data protection provisions and are exempt from any third-party rights which would prejudice the use of these data within the purpose of this contract. The Contractor shall indemnify GIZ against all claims arising from the violation of data protection regulations and shall reimburse GIZ for all costs incurred in connection with its corresponding legal defence or the imposition of government sanctions.

Should applicable data protection law contain special principles which must be adhered to when providing work and services (for example, implementation of technical requirements in a privacy-friendly way by means of Privacy by Design and Privacy by Default), the Contractor shall place particular emphasis on ensuring compliance with such principles.

Should the contractor process personal data for GIZ as set out in Article 28 GDPR, this shall take place on the basis of a relevant agreement.

8.4 Use of subcontractors

The Contractor remains liable to GIZ for all its obligations under the contract even when using subcontractors. The Contractor must oblige all its subcontractors to comply with those provisions of the contract which are relevant to them.

8.5 Rights of termination and withdrawal

GIZ is entitled to all statutory rights of termination and withdrawal without limitation. Furthermore, GIZ is entitled to withdraw from the contract if the Contractor becomes insolvent, if an application to initiate settlement, insolvency or liquidation proceedings is filed, a liquidation settlement is reached, a decision on a restructuring plan is taken or a comparable measure is being carried out under a different legal system.

8.6 Applicable law

The contract and all rights and obligations under or in connection with the contract are subject to the law of the Lebanon excluding the applicability of the United Nations Convention on Contracts for the International Sale of Goods, dated 11 April 1980, and other regulations within the meaning of Article 3, No. 2 of the Introductory Act of the German Civil Code.

8.7 Place of jurisdiction

The place of jurisdiction is the 1st floor, IFP Bldg. 57, St. 801 Hazmieh, Lebanon. GIZ may also bring legal action against the Contractor before the competent court at the location of the Contractor's registered office.

8.8 Text form

Text form is required for the contract and for any contract amendments, supplements and material communications (including orders placed by GIZ) unless the parties have agreed alternative provisions and unless a stricter format is stipulated in law. The requirement for text form is met where a legible declaration naming the person making the declaration is supplied on a durable medium (for example, GIZ's contract award platform, email, fax).

8.9 Partial invalidity

Should individual provisions of this contract be or become invalid or unenforceable, the validity of all other provisions in the contract will remain unaffected. The invalid or unenforceable provision is to be replaced by a valid and enforceable provision, the effects of which most closely replicate the economic objective which was pursued by the contractual parties with the invalid or unenforceable provision. This applies accordingly if it emerges that the contract has gaps or omissions.

Code of Conduct for Contractors of the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH

- as at June 2023 -

We, the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH ('GIZ'), aim to enable this and future generations to live in safety, security and dignity. To this end, GIZ accepts its special environmental and social responsibility by undertaking to meet the very high standards it has set itself with regard to human rights, environmental protection and integrity, and by requiring the parties it contracts ('Contractors') to meet the same standards. With this Code of Conduct, GIZ specifies the legally binding requirements to be met by its Contractors in the areas outlined above.

1. Principles

When fulfilling a contract, the Contractor must comply with all applicable legal provisions, ordinances and official regulations (including tax law provisions) and take into account the local conditions and the customary trading practices in the relevant country.

Respect for human rights, the protection of children, the prevention of any and all forms of violence, abuse and exploitation, the avoidance of any discrimination on the basis of ethnic origin or background, religious beliefs, age, gender identity, sexual orientation or any type of disability, as well as the promotion of gender equality for all genders in compliance with international standards and multilateral agreements (in particular those relating to human rights) must be ensured for the duration of the work and services provided by the Contractor. The Contractor must respect the protected legal positions arising from the following conventions on the protection of human rights:

- Convention No. 29 (including the protocol dated 11 June 2014), No. 87, No. 98, No. 100, No. 105, No. 111, No. 138, No. 182, No. 155 and No. 187 of the International Labour Organization (ILO Conventions)
- United Nations Convention on the Rights of the Child
- International Covenant dated 19 December 1966 on Civil and Political Rights
- International Covenant dated 19 December 1966 on Economic, Social and Cultural Rights

When providing work and services, the Contractor shall furthermore take into account applicable national and international environmental laws, seek to minimise emissions of greenhouse gases and avoid any action that might make the local population and/or ecosystems more vulnerable to the impacts of climate change. To protect the environment, the Contractor shall comply with the currently valid version of the following agreements in particular:

- Minamata Convention on Mercury dated 10 October 2013 (Minamata Convention)
- Stockholm Convention dated 23 May 2001 on Persistent Organic Pollutants, last amended by decision of 6 May 2005 (POPs Convention)
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and Their Disposal dated 22 March 1989, last amended by the ordinance dated 6 May 2014 (Basel Convention)

The Contractor is obliged to provide its work and services in a manner designed to avoid or minimise unintended negative consequences with regard to the environment, climate protection, measures for adapting to climate change, human rights, fragile contexts and contexts marked by conflict and violence, and gender equality, through the implementation of documented mitigation measures. With regard to gender equality, the Contractor is additionally obliged to exhaust all possibilities for ensuring such equality.

2. Human rights obligations

2.1. Prohibition of child labour, forced child labour

It is prohibited to employ children under 15 years of age. If local legislation stipulates a higher minimum age for employment or for compulsory schooling, then the higher age limit shall apply as the minimum age for employment. Irrespective of this, employment may not be detrimental to the health or development of young people or to their schooling or vocational training. Beyond this, ILO Convention No. 182 prohibits the worst forms of child labour for children under the age of 18.

2.2. Prohibition of forced labour, slavery and practices similar to slavery

All forms of forced labour, slavery, practices similar to slavery, servitude and other forms of exercising control or oppression in the workplace environment, such as through extreme economic or sexual exploitation and humiliation, are strictly prohibited. All work must be voluntary and must be performed without the menace of penalty. Furthermore, workers should not be exposed to unacceptable treatment, such as mental hardship, personal harassment and humiliation.

2.3. Occupational health and safety

The occupational health and safety obligations pursuant to the law of the place of employment must be observed. The Contractor is responsible for providing a safe and healthy workplace environment. The necessary measures must be taken to prevent accidents and injury to health that may occur in the course of work by implementing and using appropriate occupational safety and health management systems. Suitable protection measures, especially with regard to working hours and breaks, must be in place to prevent excessive physical and mental fatigue. Employees must also be regularly informed about applicable occupational health and safety measures and security measures, and they must receive training on these.

2.4. Prohibition of sexual harassment

The Contractor shall take appropriate measures to prevent sexual harassment in the work environment and shall refrain from inciting hatred or violence.

2.5. Freedom of association

The right of the Contractor's employees to form and join trade unions must be respected. Trade unions have the right to operate freely in accordance with the law of the place of employment; this includes the right to strike and the right to collective bargaining. The Contractor's employees must be protected from discrimination and must not suffer any disadvantage due to forming, joining or being members of a trade union. Where these rights are curtailed by local laws, alternative legally compliant options must be provided to enable the Contractor's employees to assemble for the purposes of collective bargaining.

2.6. Principle of non-discrimination

All forms of discrimination against employees are prohibited unless justified by employment requirements. This applies to discrimination on the basis of national or ethnic identity, social origin, health status, disability, sexual orientation, age, gender identity, political views, religion or worldview. The human dignity, privacy and personal rights of each individual must be respected. In particular, it must be guaranteed that equal wages are paid for equal work.

2.7. Adequate wages

The Contractor's employees must be paid adequate living wages, in all cases at least the minimum wage established in applicable law; the adequate living wage is determined by the law of the place of employment. When fulfilling contractual obligations in Germany, Contractors must comply with the provisions of Germany's Act Regulating a General Minimum Wage

(Mindestlohngesetz, MiLoG) and pay their workers any applicable collectively bargained wages. Suitable measures must be taken to ensure that wages are not withheld.

2.8. Protection of natural resources

The natural resources on which people's livelihoods depend must be respected and protected. In particular, care must be taken to avoid causing harmful changes to soil, water or air pollution, harmful noise emission or excessive water consumption that significantly impairs the natural bases for the preservation and production of food, denies a person access to safe and clean drinking water, makes it difficult for a person to access sanitary facilities or harms their health.

2.9. Land rights

It is prohibited to acquire, develop or otherwise use, by means of unlawful eviction or unlawful taking of land, any land, forests and waters that secure the livelihood of a person.

2.10. Security forces

It is prohibited to hire or use private or public security forces unless it is ensured by means of adequate instruction and control that their use does not lead to torture, cruel, inhumane or degrading treatment, damage to life or limb, or impairment of the right to organise and freedom of association.

3. Environment-related obligations

3.1. Hazardous chemicals

In line with the provisions of the currently valid version of the Minamata Convention, it is prohibited (i) to manufacture mercury-added products, (ii) to use mercury and mercury compounds and (iii) to treat mercury waste. In accordance with the provisions of the Stockholm Convention (POPs Convention) in its currently valid version, it is prohibited to produce, use, collect, store or dispose of persistent organic pollutants or to handle them in a manner that is not environmentally sound.

3.2. Hazardous waste management

The ban on exports of hazardous waste as set out in the currently valid version of the Basel Convention must be respected. This includes special waste with hazardous properties, such as explosive, flammable, toxic, infectious, caustic or (eco)toxic substances. This may include in particular waste from the production, preparation and use of biocides and pesticides.

4. Integrity

4.1. Conflict of interest

The Contractor must not enter into a conflict of interest in relation to the contract it has signed with GIZ. Conflicts of interest can arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other ties or common interests. The Contractor shall undertake in particular:

- (a) not to accept any additional remuneration from third parties in connection with the contract;
- (b) not to accept during the term of the contract other orders where a conflict of interest is to be anticipated due to the nature of the order or due to the contractor's personal or financial connections with a third party unless prior consent has been given by GIZ in text form;
- (c) not to enter into any contracts relating to this contract with natural or legal persons with whom it has personal or financial ties unless GIZ has previously agreed to this in written form.

The Contractor shall establish a suitable and appropriate system for dealing with conflicts of interest. The Contractor shall furthermore undertake to disclose without delay to GIZ any circumstances that might represent a conflict of interest or that could lead to such. All further steps must then be agreed with GIZ. If the parties are unable to reach an agreement in such a case and GIZ terminates the contract, then the Contractor is responsible for the termination.

4.2. Principles of integrity

The Contractor must not offer or give any gift or grant any other advantages, either itself or via third parties, in connection with the award and/or performance of the contract, nor may the Contractor accept or demand the same for itself or others; this shall also include any facilitation payments.

The Contractor must not agree any restraints on competition with one or more other companies, nor participate in anti-competitive business practices.

All forms of corruption are prohibited. The Contractor shall be obliged to implement suitable and adequate measures to prevent and combat corruption. The Contractor shall be further obliged to immediately report to GIZ's whistleblower system all confirmed cases of corruption and any serious suspected cases that might relate to corruption and/or financial crimes such as fraud, embezzlement and breaches of trust in connection with the performance of the contract (see Section 6 below).

5. Implementing the requirements

Within the scope of its own business activities, the Contractor is responsible for identifying risks within the supply chain and taking appropriate measures. In the event of suspected breaches and to protect supply chains with increased risks, the Contractor shall inform GIZ promptly and, where appropriate, regularly about the breaches and risks identified and the measures taken. This shall not affect any other obligations pursuant to the individual provisions of the contract with GIZ.

6. Whistleblower system

GIZ's whistleblower system is available for reporting any reasonable grounds to suspect an infringement of this Code of Conduct. Reports can be made in the following ways: via the online whistleblower portal; via GIZ's Compliance and Integrity Advisory Services (compliance-mailbox@giz.de); via an external ombudsperson. The whistleblower system can be found [here](#). This provides both a link to [GIZ's whistleblower portal](#), which can be used anonymously, and the contact details of the ombudsperson. Questions or ideas relating to this Code of Conduct can be sent to the central mailbox of the Sustainable Procurement Team (sustainable.procurement@giz.de).

Self-declaration to determine the origin or source of the goods offered

1. I am/we are aware that the current EU sanctions against Russia and Belarus prohibit, inter alia, to purchase and/or import certain goods connected to Russia, Belarus, the Crimea/Sevastopol and the areas of the Donetsk and Luhansk oblasts of Ukraine which are not controlled by the government of Ukraine (together „Sanctioned Territories“), either directly or indirectly, which originate in or are located in or are exported from the Sanctioned Territories.

2.1 Sanctions regarding goods connected to (i) Crimea (incl. Sevastopol) and/or (ii) the areas of the Donetsk and Luhansk oblasts of Ukraine which are not controlled by the government of Ukraine ((i) and (ii) together, “Occupied Territories”)

Therefore, I/we hereby confirm that the goods sold do neither originate nor are they located in the Occupied Territories.

2.2 Sanctions regarding goods connected to Russia

Further, I/we hereby confirm that the goods sold do neither originate in Russia nor are they located in Russia nor are they exported from Russia.

2.3 Sanctions regarding goods connected to Belarus

Further, I/we hereby confirm that the goods sold do neither originate in Belarus nor are they located in Belarus nor are they exported from Belarus.

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Place

Date

Name of authorised signatory in text form
(section 126b of the German Civil Code, BGB)