For Services contracts the Supplier shall provide:

(b) third-party insurance;

(c) professional liability insurance, where appropriate;

(d) employees' liability insurance in respect of the personnel of the Supplier and of any sub-contractor.

9. Transportation

9.1 Transportation of Goods shall be in accordance with the general provisions of the Incoterms selected as for GCC Clause 7.2. No restriction shall be placed on the mode of carriage of the Goods.

9.2 Where the Supplier is required under the Contract to transport Goods in a specified place, it shall arrange and pay for cargo insurance, naming SADC as beneficiary.

10. Insurance

10.1 A Supplier may be required to provide any additional services as specified within the Contract.

10.2 Space

10.3 If specified in the Contract, the Supplier may be required to provide materials, certificates, and information pertaining to space purchased or distributed by the Supplier including, such space parts as SADC may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract.

11. Warranty

11.1 The Supplier warrants that goods and materials supplied under the Contract are new, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship from any act or omission of the Supplier, which may develop under normal use of the supplied goods, and shall make such repairs or alterations as may be required.

11.2 The Supplier warrants that all Works and Services performed under the Contract shall be of the highest professional and technical standard.

11.3 Warranties shall remain valid for twelve (12) months after final acceptance of the Goods or Works by SADC, unless specified otherwise in the Contract.

12. Payment

12.1 The Supplier's request for payment shall be made to SADC in writing, specifying the delivery of goods, materials, Works, or Services that are complete or partially completed, and/or documents submitted pursuant to GCC Clause 17.3, and upon fulfilment of other obligations stipulated in the Contract.

12.2 Payments shall be promptly made by SADC, but in no case later than thirty (30) days after submission of an invoice or other documents meeting the requirements set out in the Contract.

13. Procedure

13.1 The Supplier shall include certificates issued by SADC confirming acceptance of the Goods, Works or Services, as applicable, and all relevant claims pertaining to the Goods, Works or Services.

14. Notice

14.1 Notices or modifications of the terms of the Contract shall be made expressly by written agreement signed by the parties.

15. Assignment

15.1 The Supplier shall not assign, in whole or in part, its obligations to perform the Works or Services under the Contract without the prior written consent of SADC.

16. Delays in the Supplier's Performance

16.1 Delays in the Supplier's performance shall be due to any reason as determined by SADC in its sole discretion.

16.2 Payment, marking, and documentation within and outside the packages shall comply with requirements set out in the Contract, in addition to all requirements specified in the contract documents, and in accordance with any instructions issued by SADC.

17. Delivery and Documents

17.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Contract.

17.2 Unless otherwise specified, the place of delivery shall be SADC in the SADC Region.

17.3 The Supplier shall be responsible for all costs, taxes, and duties that may accrue in connection with the transportation of the Goods, Works or Services.

18. Insurance

18.1 Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or transportation during transit, and open storage. Packing case size and weights shall be ratified by the parties by amendment of Contract.

18.2 Unless otherwise specified, the place of delivery shall be the SADC region.

20. Force Majeure

20.1 In the event of a Force Majeure event, the Supplier may terminate the Contract, in whole or in part, at any time in its convenience. The notice of termination shall be given in writing to the other party in accordance with this Clause and shall state the extent to which performance of the Supplier under the Contract is terminated, and the date upon which the force majeure event occurred.

20.2 On acceptance of such notice, the Supplier shall, within reasonable time, complete the Works, deliver all Goods, or perform the Services as required by the Contract, at the Location, and at the price specified in the Contract.

20.3 Once the maximum is reached, SADC may consider termination of the Contract.

20.4 The Governing Language shall be English.

22.3 The parties shall make every effort to resolve amicably such dispute or difference by mutual consultation, and if such consultation fails, then either party may refer such dispute or difference to arbitration.

22.4 The Governing Language shall be English.

22.5 Arbitration proceedings shall be conducted in accordance with the rules of an authorised arbitration service within the SADC Region

22.6 The arbitrator shall be appointed by the parties to the dispute or difference, or by such other authority that may be designated by the parties.

24. Governing Language

24.1 The Governing Language shall be English.