



## **DELIVERING STRATEGIC SOLUTIONS ACCA'S 2000 ANNUAL MEETING**

### **SUPPLY AGREEMENT FOR DISTRIBUTION**

**THIS AGREEMENT**, to be effective as of the day of \_\_\_\_\_, sets forth the mutual promises, covenants, and understandings of \_\_\_\_\_ ("SUPPLIER"), a corporation organized and existing under the laws of the State of \_\_\_\_\_ with its principal office at \_\_\_\_\_, and ("PURCHASER"), a corporation organized and existing under the laws of Colombia, with offices at \_\_\_\_\_, with respect to the purchase by PURCHASER and sale by SUPPLIER of Products hereinafter described, as follows:

**WHEREAS**, SUPPLIER is in the business of, among other things, selling various types of office and related equipment, appliances, instruments, parts, and supplies (hereinafter referred to as "Products"); and

**WHEREAS**, PURCHASER is in the business of, among other things, purchasing and reselling Products in Colombia; and

**WHEREAS**, Both SUPPLIER and PURCHASER desire that each purchase and sale of Products hereunder shall be a separate and independent transaction, and that the purpose of this Agreement is to establish uniformity and to set forth the standards, conditions, requirements, and guidelines that will be applicable to each separate purchase and sale hereunder; and

**WHEREAS**, PURCHASER, represents to have already in existence adequate warehouse and office equipment, installations, furniture and fixtures, transportation vehicles, and other equipment that it has already acquired and/or leased not in contemplation of this Agreement, but has acquired and/or leased for use in the ordinary course of its existing business; and

**WHEREAS**, PURCHASER represents that it has hired or has already anticipated to hire without reference to this Agreement sufficient number of personnel to carry out the functions and duties required by this Agreement, and that PURCHASER does not rely on this Agreement for the purpose of requiring or justifying the employment of any employees or contractors; and

**WHEREAS**, PURCHASER enjoys a good business reputation in Colombia and has substantial good will associated with its existing business, neither of which are dependent upon performing any services hereunder for SUPPLIER;

**NOW, THEREFORE**, the parties hereto hereby promise and agree as follows with respect to the purchase and sale of Products:

#### ***1. Products, Authorized Locations, And Territory***

1.01. PURCHASER agrees to purchase from SUPPLIER and SUPPLIER agrees to sell to PURCHASER, from time to time and pursuant to the terms and conditions herein set forth, various types office and related equipment, appliances, instruments, parts, and supplies (hereinafter referred to as "Products"), all of which are more fully described in "Attachment A" attached hereto and incorporated herein.

1.02. Each purchase and sale shall be a separate transaction, but the rights and duties of SUPPLIER and PURCHASER shall also be fully subject to and governed by this Agreement. No claimed or purported terms or conditions with respect to any such separate transaction that are inconsistent with the terms of this Agreement shall be binding, enforceable, or have any legal effect whatsoever unless such terms are contained in a written document that complies with paragraph 13.01 of this Agreement with respect to amendments.

1.03. It is agreed and understood that PURCHASER shall, upon acquiring ownership of and title to said Products, thereafter sell or lease, and service, said Products subject to the terms and conditions of this Agreement. In addition to any other forms of consideration reflected herein, PURCHASER'S agreement to comply with such terms and conditions with respect to subsequent sales or leases is consideration for SUPPLIER'S agreement to sell Products to PURCHASER, and PURCHASER'S compliance with such terms and conditions is a condition to, and consideration for, SUPPLIER's continuing sales of Products to PURCHASER.

1.04. Such Subsequent sales and leases by PURCHASER shall only be made from Authorized Locations, a list of which is attached hereto, incorporated herein, and marked "Attachment B." Such sales and leases shall only be made with respect to Products that are delivered for sale within PURCHASER'S principal area of sales and service (hereinafter referred to as "Territory"), a description of which is attached hereto and incorporated herein, and marked "Attachment C."

1.05. The provisions of Attachment A, Attachment B, and Attachment C of this Agreement with respect to Products, Authorized Locations, and Territory may be modified from time to time in a written document signed by SUPPLIER and provided to PURCHASER, and any such modifications shall be and be deemed to be incorporated into this Agreement as superseding any prior provisions to the contrary with respect to Products, Authorized Locations, or Territory, as the case may be.

1.06. Nothing in this Agreement, or in any subsequent course of conduct of the parties, shall prevent or limit SUPPLIER from selling, leasing, or otherwise providing Products to persons or entities other than PURCHASER within the Territory. PURCHASER shall not sell or lease, from the site of any Authorized Location, any products similar to or competitive with Products that PURCHASER purchases from SUPPLIER.

## ***2. Relationship Of The Parties***

2.01. It is expressly agreed and understood that the relationship between SUPPLIER and PURCHASER is and shall be one in which SUPPLIER is a seller of Products to PURCHASER, and PURCHASER is a buyer of Products from SUPPLIER. At no time shall PURCHASER, or any of its agents, contractors, employees, or any other parties utilized by PURCHASER, be or be deemed to be an agent, representative, partner, joint venturer, employee, or distributor of or for SUPPLIER. PURCHASER shall not have any right, authority, or power to enter into any agreement or commitment on behalf of SUPPLIER, or to contractually bind SUPPLIER in any manner whatsoever. This agreement does not create any relationship for any period of time other than the time the parties are bound hereby for a specific purchase and sale of Products.

2.02. It is the intent of the parties that they do not propose to enter into a commercial agency relationship, and it is the intent of the parties that this Agreement shall not be a commercial agency agreement as the same is defined under Article 1317 of the Colombian Commercial Code. It is the purpose of SUPPLIER hereunder to advise and inform PURCHASER of SUPPLIER's standards, conditions, requirements, and guidelines for the purchase and sale of Products, and to obtain PURCHASER's agreement to be bound thereby with respect to such purchases and sales as PURCHASER may from time to time make on a case by case basis. It is the purpose of PURCHASER hereunder to establish a procedure for purchasing Products on a case by case basis for resale in Colombia.

2.03. It is expressly agreed and understood that PURCHASER shall carry out at its own risk and responsibility, and on its own behalf, all purchase for resale activities undertaken by PURCHASER pursuant to this Agreement. For all legal and contractual purposes PURCHASER is not entitled or authorized under this Agreement to act on behalf of SUPPLIER, and PURCHASER agrees and promises not to act as representative or agent of SUPPLIER under any circumstances whatsoever.

2.04. PURCHASER agrees that all personnel performing functions hereunder with respect to the sale or lease of Products and all subsequent activities with respect to service shall be employees of PURCHASER, or such other entity as shall be utilized by PURCHASER, and shall not be or be deemed to be employees of SUPPLIER for any purpose, including, but not limited to, purposes under the laws of the United States, or any political subdivision thereof, or Colombia, or any political subdivision thereof, with respect to unemployment insurance laws, social security or retirement laws, old age benefits, workmens' compensation laws, tax laws, or any other laws, and such personnel are not eligible for, and SUPPLIER is not required to pay, any benefits or other emoluments that are available to or paid to employees of SUPPLIER.

2.05. As between PURCHASER and SUPPLIER, PURCHASER and all other parties or entities utilized by PURCHASER shall be solely and exclusively responsible for the payment of all income, employment, unemployment, property, excise, value added, sales, use, and other taxes and imposts levied, charged, imposed or collected by Colombia, or any political subdivision thereof, that are applicable to any sales or leases of Products by PURCHASER. PURCHASER agrees to indemnify, defend, hold harmless, and reimburse SUPPLIER with respect to any liabilities incurred or payments made by SUPPLIER in the event that the laws of Colombia, or any political subdivision thereof, should be applied to impose costs, fines, penalties, or any other form of financial obligation upon SUPPLIER for the above items.

### ***3. Purchase And Sale Of Products***

3.01. PURCHASER agrees to purchase Products from SUPPLIER in quantities and amounts that are equal to Purchase Amounts. For purposes of this Agreement, the term "Purchase Amount" means the amounts and quantities determined by SUPPLIER at periodic intervals, not more frequently than thirty (30) days, by means of a written notification to PURCHASER. Each Purchase Amount shall be deemed to be accepted by, and be binding upon, PURCHASER unless PURCHASER, within thirty (30) days after receipt of any written notification of Purchase Amounts, notifies SUPPLIER in writing that it does not accept said Purchase Amount. In such event, the parties shall attempt to reach an agreement with respect to the matter, and if, in the judgement of either party, an agreement cannot be reached, then said party may terminate this agreement by giving thirty (30) days written notice to the other. If the parties do not reach an agreement, and neither party gives notice of termination as set forth above, then the applicable Purchase Amount shall be the Purchase Amount that was effective immediately prior to PURCHASER'S receipt of the Purchase Amount in question.

3.02. PURCHASER shall, in all activities with respect to the sale or lease of Products, promote, build, and support the reputation of SUPPLIER, and shall use its best efforts to establish goodwill with respect to SUPPLIER Products. PURCHASER'S consideration for undertaking the obligations set forth in this paragraph shall be the consideration set forth in this Agreement as well as the profits realized by PURCHASER from the sale, lease, and service of Products. PURCHASER represents and acknowledges that revenues derived from the sale, lease, and service of Products constitute sufficient and adequate consideration for the performance of PURCHASER'S undertakings pursuant to this paragraph. PURCHASER agrees and understands that it shall at no time have, or claim to have, any interest, financial or otherwise, in any goodwill related to the Products, or in any value added to the Products or to the reputation of SUPPLIER by virtue of the activities of PURCHASER pursuant to this Agreement.

3.03. PURCHASER shall, at its own expense, maintain all Authorized Locations in a suitable business condition for purposes of maximizing the sale and lease of Products in the Territory, and in order to comply

with paragraph 3.02 of this Agreement.

3.04. PURCHASER shall not sell, lease, or export Products outside the Territory, and shall not sell or lease Products to any person or entity PURCHASER knows, or has reason to believe, will sell or export Products outside the territory.

#### ***4. Service And Maintenance Requirements***

4.01. PURCHASER shall hold itself out to perform, shall be available to perform, and shall perform at its expense, all necessary installation, service, repair, and maintenance functions and responsibilities (hereinafter "Product Services") with respect to Products that PURCHASER sells or leases in the Territory. All such activities shall conform to service policies, procedures, guidelines, and instructions (hereinafter "Service Procedures") established by SUPPLIER, which Service Procedures from time to time may be modified by SUPPLIER by written notice to PURCHASER.

4.02. PURCHASER shall establish and maintain at each Authorized Location an inventory of spare parts and supplies for the Products in such types and quantities as are necessary to provide adequate Product Services for the Products as set forth in the Service Procedures. In providing all such Product Services PURCHASER shall use and utilize only spare parts, supplies, tools, and related materials which SUPPLIER shall supply to PURCHASER at PURCHASER'S expense, and PURCHASER shall not, without the express written permission of SUPPLIER, use or utilize any spare parts, supplies, tools, or related materials other than those supplied by SUPPLIER.

4.03. PURCHASER must receive prior authorization in writing by SUPPLIER in order to provide Product Services within any Authorized Location, which authorization will be provided by SUPPLIER for at least one Authorized Location within the territory. PURCHASER shall maintain a staff of technicians and service personnel in sufficient numbers to adequately provide Product Services. All technicians and other personnel that perform Product Services must complete such training and instructional courses as SUPPLIER shall determine. Training and instruction may be performed by SUPPLIER or by a third party designated by SUPPLIER, and shall be provided at times and locations selected by SUPPLIER. SUPPLIER shall take local conditions into consideration when making determinations pursuant to this paragraph. SUPPLIER shall determine the level of training and instruction necessary prior to the commencement of sales or leases of Products by PURCHASER from any Authorized Location, and prior to launch or introduction of new products or models.

4.04. PURCHASER shall maintain, in accordance with Service Procedures, a complete record of purchases and leases of Products, a complete history of Product Services with respect to each sale or lease of Products by PURCHASER, and shall maintain such other records as may be required by Service Procedures. SUPPLIER may at reasonable times, and during all normal business hours, inspect PURCHASER'S service facilities and service records for the Products, and shall have the right to make copies of all such records. SUPPLIER will maintain confidential PURCHASER'S service records which SUPPLIER will not use other than for purposes related to proper and adequate service for the Products.

4.05. Upon expiration of this Agreement, and in the event of termination of this Agreement, PURCHASER shall, except as provided in paragraph 4.06, continue for a period of three (3) years all necessary Product Services in accordance with Service Procedures with respect to all Products sold or leased prior to such expiration or termination, and SUPPLIER shall continue to supply to PURCHASER, and PURCHASER shall continue to purchase, such spare parts and tools as are necessary to meet the standards of paragraph 4.02 of this Agreement.

4.06. Notwithstanding paragraph 4.05 of this Agreement, it is agreed and understood that upon expiration or termination of this Agreement, SUPPLIER may designate another person or entity to perform the Product

Services referred to in paragraph 4.05, and upon being notified thereof PURCHASER shall forthwith deliver to SUPPLIER all records, documents, and other materials referred to in paragraph 4.04. It is also agreed and understood that SUPPLIER may, in one or more written documents signed by SUPPLIER and delivered from time to time to PURCHASER, shorten the three year period referred to in paragraph 4.05, or further shorten the applicable period if it has been previously shortened.

### ***5. Prices, Discounts, and Payments***

5.01. Except as otherwise provided in the Service Procedures, all prices, discounts, and payment terms are subject to change without advance notice.

5.02. PURCHASER shall pay to SUPPLIER the full amount of the purchase price of the Products on or before the due date of any invoice with respect to such Products. The purchase price for each invoice shall be payable in U.S. dollars unless a different currency is specified on any invoice with respect to that invoice. Any invoiced amounts that are unpaid beyond due date of the invoice will bear interest at an annual rate equal to one percent above the then highest prime rate of interest charged by any bank operating in New York, New York that is selected by SUPPLIER at the time. If, however, such rate is higher than the highest rate of interest lawfully chargeable under local law, then the rate of interest shall be the maximum lawful rate of interest.

5.02. At any time that PURCHASER has not paid the full amount of any invoice by its due date SUPPLIER may, at its option, decline to sell Products to PURCHASER. SUPPLIER may also, at its option without waiver of any rights to full and prompt payment, continue to supply Products or continue to make parts and supplies available on terms determined by SUPPLIER.

5.03. All prices are F.O.B. the applicable SUPPLIER facility for Products as designated by SUPPLIER. SUPPLIER may provide Products from its stock or the stocks of any subsidiary or affiliate, and may, at its discretion, cause such subsidiary or affiliate to ship the Products from its facility. PURCHASER shall be responsible for all costs, insurance premiums, freight, and other charges or expenses incurred or charged after SUPPLIER has placed the Products in custody of a carrier at the place of shipment to PURCHASER.

5.04. SUPPLIER may offer, modify, withdraw, and terminate discounts or other price incentives at such times and under such circumstances as it in its discretion determines.

### ***6. Delivery, Inspection, Loss***

6.01. SUPPLIER shall have no responsibility for any damage, loss, casualty, or shortage with respect to the shipment of any Products after such Products have been placed in the custody of a carrier as set forth in paragraph 5.03 of this Agreement. SUPPLIER shall give written notice to PURCHASER that each shipment has been placed in the custody of a carrier, and SUPPLIER shall cooperate with PURCHASER in the event PURCHASER desires, at PURCHASER's expense, to

inspect any shipment prior to the time the carrier has sealed the vessel or has otherwise taken action that would render inspection impractical.

6.01. SUPPLIER shall not be liable in any respect for failure to ship Products or for delay in shipment or arrival of Products where such failure or delay is due wholly or in part to any shortage or curtailment of material, labor, transportation or utility services, or to any labor or production difficulty in SUPPLIER's plants or those of its suppliers, or to any cause beyond SUPPLIER's control or without SUPPLIER's fault or negligence.

### ***7. Warranties***

7.01. SUPPLIER shall from time to time advise PURCHASER in writing of the warranty or warranties applicable to the Products, and shall give such warranty or warranties to PURCHASER in connection with each sale of the Products to PURCHASER. Such warranty or warranties given by SUPPLIER shall not extend to, apply to, or be available to, any person or entity other than PURCHASER, and PURCHASER is expressly prohibited from offering, giving, or extending any warranty or warranties on behalf of SUPPLIER to any other person or entity.

7.02. With respect to the sale or lease of any Products, PURCHASER shall, at its own expense, offer, give, provide, and extend to each purchaser and lessee of Products, without regard to acceptance thereof by any purchaser or lessee, PURCHASER'S own warranty or warranties, which shall be at least equivalent to and no less extensive than the warranty or warranties given by SUPPLIER to PURCHASER.

7.03. THERE SHALL BE NO OTHER WARRANTIES GIVEN BY SUPPLIER, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, OR ANY OTHER OBLIGATION ON THE PART OF SUPPLIER WITH RESPECT TO ANY OF THE PRODUCTS, EXCEPT THE WARRANTY OR WARRANTIES DESCRIBED IN AND GIVEN PURSUANT TO PARAGRAPH 7.01 OF THIS AGREEMENT.

7.04. In any event, and notwithstanding anything herein to the contrary, SUPPLIER's liability under any warranties shall be discharged by replacing or repairing any part or parts which prove defective under normal and proper use within the effective period of the warranty if shown to be defective by proper evidence that is submitted by PURCHASER to SUPPLIER. SUPPLIER shall have no liability whatever for any incidental or consequential damages. In the event PURCHASER shall be liable to any person or entity on any theory of implied warranty (or its equivalent) under the law of Colombia, or any political subdivision thereof, PURCHASER shall have no claim, and hereby waives and renounces its right to make any such claim, against SUPPLIER with respect thereto.

7.05. It is expressly agreed that, notwithstanding anything herein or in any course of conduct to the contrary, any and all of SUPPLIER'S warranties shall immediately cease, terminate, and have no legal effect in the event that any Products, parts thereof, or any structural components or appurtenances with respect thereto are altered or modified without the express written consent of SUPPLIER.

## ***8. Compliance With Law, Third Parties***

8.01. PURCHASER shall obtain, and warrants that it will obtain, all permits, licenses, authorizations, and approvals required by the laws of Colombia, or any political subdivision thereof, to perform the functions and services required by this Agreement. PURCHASER agrees to indemnify, defend, hold harmless, and reimburse SUPPLIER with respect to all fees, taxes, fines, penalties, and other costs to which SUPPLIER is or could be subject as a result of the failure of PURCHASER to comply with the terms of this paragraph.

8.02. For purposes of this Agreement, all references to "PURCHASER" with respect to any of its duties, responsibilities, and obligations hereunder shall also be deemed to include any other person, entity, or organization utilized by or on behalf of PURCHASER in connection with the performance of such duties, responsibilities, and obligations. Utilization by PURCHASER of such other parties shall not relieve PURCHASER of any of its duties, responsibilities, or obligations hereunder. PURCHASER shall be responsible to SUPPLIER for ensuring that all such other parties perform the duties, responsibilities, and obligations that PURCHASER itself would have with respect to SUPPLIER if PURCHASER were performing the functions, services or activities to which the duties, responsibilities, or obligations relate. Nothing in this paragraph shall limit or restrict any remedies SUPPLIER would otherwise have at law or equity.

## ***9. Trade Name and Service Marks***

9.01. PURCHASER shall have a non-exclusive, revocable, and nontransferable license to use such service marks, trade names, logos, and other confidential information ("Proprietary Property") of SUPPLIER as are designated by SUPPLIER for use by PURCHASER solely in connection with sales and leases of Products, and in performing Product Services, and for no other purposes. PURCHASER shall not, by virtue of this Agreement, any usage by PURCHASER, or any action or inaction by SUPPLIER, acquire or be deemed to have acquired any legal or equitable rights to or in the Proprietary Property.

9.02. PURCHASER shall not, directly or indirectly, or through any other person or entity, register or attempt to register any Proprietary Property, and shall not, directly or indirectly, or through any other person or entity, apply or take any other action with respect to any governmental authority of any country or political subdivision thereof for any permission or authority to use or make any claim with respect to the Proprietary Property. If PURCHASER believes that any such action is necessary to comply with law, PURCHASER shall notify SUPPLIER thereof and must first obtain written permission from SUPPLIER, which permission shall refer to this paragraph, before PURCHASER shall take any such action whatsoever with respect to the Proprietary Property.

9.03. PURCHASER shall not, in using the Proprietary Property, or at any other time, directly or indirectly represent or imply, or allow any other party to represent or imply, that PURCHASER is acting in any capacity other than as a purchaser of Products from SUPPLIER.

9.04. The license granted hereunder shall terminate upon the expiration or termination of this Agreement. Notwithstanding the foregoing, the license granted hereunder shall also terminate and be deemed to have terminated (1) immediately prior to the time that any custom or usage, or any provision of any law of any country or political subdivision thereof, or any other circumstances, would result, but for this paragraph, in the acquisition by PURCHASER of any legal or equitable rights to or in the Proprietary Property, and (2) immediately prior to the time that PURCHASER takes or attempts to take any action prohibited by the terms of paragraph 9.02 of this Agreement.

## ***10. Indemnity and Insurance***

10.01. Without regard to, separate from, and in addition to, other provisions of this Agreement or other provisions of law that do prohibit the undertakings of this paragraph, each party agrees to indemnify, defend, hold harmless, and reimburse the other party with respect to all liabilities, damages, costs, expenses, awards, fines, penalties, judgements, taxes, duties, imposts, and attorneys fees incurred by one party as a result of the failure of the other party to perform any of the representations, warranties, functions, duties, responsibilities, or obligations imposed by, created under, or arising out of this Agreement.

10.02. PURCHASER agrees to obtain and maintain, at its own expense, general liability insurance, naming SUPPLIER as an additional insured, covering the operations, services, and all other activities required to be undertaken or performed under this Agreement. Coverage under such insurance shall be in the minimum amount of COL ( ) equivalent to ( ) U.S. dollars or other hard currency, combined single limit. PURCHASER shall furnish SUPPLIER one or more certificates of insurance evidencing the above coverage, showing the dates of expiration, and providing that said insurance will not be modified or canceled on less than thirty (30) days written notice from the insurer to SUPPLIER.

## ***11. Term and Termination***

11.01. This Agreement shall be in full force and effect from and after the date specified in the introductory paragraph hereof, and shall remain in effect until terminated by either party giving to the other party thirty (30) days written notice of its intention and election to terminate; provided, however, that either party may terminate this Agreement effective immediately for breach of any provision of this Agreement or in the event either party becomes insolvent, is adjudicated bankrupt, makes an assignment for the benefit of creditors, or

takes equivalent action under the laws of any jurisdiction.

11.02. Upon expiration or termination of this Agreement, each party shall work and cooperate with the other to effect and cause an orderly and suitable conclusion to the relationship of seller and buyer hereunder. Upon expiration or termination of this Agreement, each party shall, as soon as practicable and except as determined by SUPPLIER to be necessary to implement and give effect to paragraphs 4.05 and 4.06 of this Agreement, return all property, including, but not limited to, advertising materials, sales aids, business forms, equipment, operating manuals, records, files, and documents owned by the other party, and PURCHASER shall immediately cease and desist from using the Proprietary Property; provided, however, that SUPPLIER shall have a lien on all such property to secure the payment of any unpaid invoices, and may retain such property until such invoices are paid.

11.03. Upon expiration or termination of this Agreement no indemnification, compensation, or severance payments, or any other type of payment whatsoever, shall be payable by SUPPLIER to PURCHASER as a consequence of termination or nonrenewal of this Agreement. PURCHASER shall not claim for itself, or for any third parties, any salaries, severance payments, or labor indemnifications or compensations of any nature, juridical or otherwise, whether or not they are claimed to arise by law or under contract, at termination or nonrenewal of this Agreement. PURCHASER hereby irrevocably waives any rights that it no has or might hereafter have to receive any such indemnification, compensation, severance, or other payments.

## ***12. Governing Law and Arbitration***

12.01. Except for litigation in the courts of Colombia under circumstances where the Colombian court would be required to apply the law of Colombia, questions concerning the interpretation or meaning of this Agreement, its effect, or the rights, duties, and obligations of the parties hereunder, and the resolution of disputes between the parties, shall be governed by the substantive law of the state of New York, but not its choice of law provisions.

12.02. Except where a court or arbitral tribunal determines that arbitration is prohibited by the law of Colombia or that an arbitration award would not be enforced by a Colombian court, disputes between the parties arising out of this Agreement, or concerning any rights or the performance of any duties, responsibilities, or obligations created by this Agreement, shall be exclusively and solely resolved by arbitration, conducted in the English language in the city of, at the option of SUPPLIER, Windsor, Connecticut, New York, New York, Washington, D.C., or Miami, Florida, by a sole arbitrator agreed to by the parties, or, in the absence of such agreement, by a panel of three (3) arbitrators selected pursuant to the rules of the American Arbitration Association for the selection of arbitrators.

12.03. Any arbitration proceeding shall be conducted pursuant to the arbitration rules of the United Nations Commission on International Trade Law ("UNCITRAL"). The American Arbitration Association shall perform the appointing and administrative functions as provided for in paragraph eight (8) of the supplementary procedures of the American Arbitration Association for international commercial arbitration utilizing UNCITRAL rules. Any award may be enforced in the courts of the United States or Colombia, at the option of the enforcing party, pursuant to the laws of the United States or Colombia, as applicable, governing the enforcement of arbitral awards.

## ***13. General Provisions***

13.01. This Agreement is the entire agreement between the parties, and no other written or oral representations, agreements, promises, or understandings exist with respect to the subject hereof. This Agreement may not be, and shall not be considered to have been, modified or amended except as set forth in a written document signed by the parties, which written document shall specifically refer to this Agreement and to the paragraphs thereof which are being amended or modified. It is the intent and understanding of



PURCHASER and SUPPLIER that this Agreement, and all of the terms, conditions, and provisions thereof, shall supersede and replace the terms and conditions, and legal consequences, if any, of any prior relationship between the Parties, and that any *de facto* relationship which may have arisen under the law of Colombia is now hereby terminated by mutual agreement, and PURCHASER agrees and acknowledges that it has no rights or claims against SUPPLIER of any type whatsoever arising out of or related to such prior relationship.

13.02. No waiver of compliance with any provision of this Agreement, or failure to enforce any rights created by this Agreement, shall be considered or construed to be a waiver of any right to insist on compliance with such provision or to enforce such rights in the future, and shall not preclude the pursuit of any remedy with respect to the provision or rights claimed to have been waived or not enforced.

13.03. Neither party shall, without the consent of the other as set forth in a written document that conforms to paragraph 13.01, assign, transfer, or otherwise delegate any rights, duties, responsibilities, or obligations under this Agreement.

13.04. The official text of this Agreement shall be in the English language, regardless of any translation that may be made for the convenience of the Parties. If a translation into the Spanish language is necessary for use before any Colombian governmental authority or Colombian court, it shall only be enforceable when and if two attorneys, admitted to practice in Colombia, representing each party shall certify in writing that the translation is accurate and complete, and sets forth the meaning of the English language text in all respects. Such translation shall be made by an official translator pursuant to Article 260 of the Colombian Civil Procedure Code.

13.05. All notices, reports, and other communications required to be given under this Agreement shall be sent as follows:

**IN WITNESS WHEREOF**, the parties hereto have signed, and caused to be signed, this Agreement as of the day and year first above written.

SUPPLIER: PURCHASER:

This material is protected by copyright. Copyright © 2000 various authors and the American Corporate Counsel Association (ACCA).