

---

## PURCHASE ORDER TERMS AND CONDITIONS

1. **"Purchase Order"** means the purchase order issued by Us to You.
2. **"We", "Us" or "Our"** refers to the Purchaser. **"You" or "Your"** refers to the Supplier. The Purchaser and Supplier shall each be a **"Party"** and together the **"Parties"**. Words importing the singular only also includes the plural and vice versa.
3. **"Goods"** refers to the goods, equipment and/or materials required by Us and to be supplied by You as set out in the Purchase Order.
4. **"Services"** means the works and/or services to be performed by You as set out in the Purchase Order, including all labour, plant and materials required to carry out the specified works and/or services, and any report, document or other deliverables to be supplied and/or completed as part of, or as a result of, such services (**"Deliverable(s)"**). **"Condition"** means any disclaimer, term or condition contained in a Deliverable.
5. You must supply and deliver the Goods and/or Services for the Fee stated and by the date or within the time period stated in the Purchase Order. If We vary the time for delivery and/or completion, this will not be the basis for a claim by You for any increase in the Fee. However, You shall be entitled to an extension of time if any act or omission by Us causes delivery or completion to be delayed.
6. The Goods and/or Services must, (and You shall hereby warrant and undertake that they shall), (i) be supplied and delivered in accordance with the requirements of this Purchase Order; (ii) be appropriately packaged and protected for transit and delivery having respect to the type and nature of such Goods, and (iii) be fit for their intended purpose.
7. Where requested by Us, You shall confirm to Us in writing prior to dispatch of the Goods (i) an itemized packing list, (ii) the weight and volume of each expected delivery, and (iii) any other information reasonably requested by Us.
8. You shall provide the Services and otherwise perform your obligations hereunder in a professional and workmanlike manner and with all reasonable skill, care and diligence applicable to the professional standards for such Services.
9. The reimbursement of any reasonable expenses and third party costs in connection with the provision of the Goods and/or Services shall be subject to Our prior written approval before such expenses or costs are incurred, and documentary evidence in support thereof shall be submitted to Us for approval prior to reimbursement.
10. You warrant that you have obtained all necessary licenses and consents relating to the provision of the Deliverables and/or Goods and/or Services and will engage at your own risk, cost and expense, the amount of resources as may be necessary to ensure compliance with this Purchase Order. You undertake to ensure that the Services and/or Deliverables and/or Goods comply with all applicable laws, rules, regulations and codes of practice relating to the provision of the Services. During the warranty period, You shall, at no cost to Us, remedy all defects and/or deficiencies in the Services and/or Goods and/or Deliverables, as notified by Us to You, within a reasonable time as determined by Us.
11. The Goods/Deliverables must be accompanied by a delivery note listing the Goods/Deliverables in sufficient detail to enable Us to check them at the time of delivery. No responsibility will be accepted by Us for any Goods/Deliverables unless delivery notes have been signed by Us. Even though We may sign for the Goods/Deliverables this does not necessarily mean that We have accepted the quality or quantity of the Goods/Deliverables.
12. You must deliver the Goods/Deliverables to the address set out in the Purchase Order, or as otherwise notified to You by Us in writing, and until We sign for the Goods/Deliverables, all risks including loss and damage and any obligation to insure are Yours. You must provide Us with satisfactory evidence that the Goods/Deliverables are insured in accordance with the requirements of clause 13.
13. At Your own cost and expense, You shall take out and maintain the insurance policies as notified in writing by Us to You, with reputable insurers reasonably acceptable to Us. You must notify Us immediately of any cancellation of a relevant insurance policy and of any change to a policy which affects Our interests. At Our request, you must promptly produce evidence acceptable to Us that You are maintaining the insurances required by this clause 13.
14. You and your employees and/or subcontractors (as applicable) shall comply with all security requirements of Our premises and/or facility and/or as otherwise notified by Us to You. Any failure to comply with such security requirements that leads to delays or denial of access to Your employees and/or subcontractors completing Your obligations under this Purchase Order properly and on time shall be Your total responsibility.
15. Title in the Goods/Deliverables passes to Us upon the earlier of (i) delivery, and (ii) when We pay for the Goods and/or Services.
16. You warrant that prior to delivery, the Goods/Deliverables are Yours and are not mortgaged in any way and that You have not breached any intellectual property right in regard to the Goods/Deliverables.
17. We can come at any reasonable time to Your premises to inspect and test the Goods/Deliverables. If the Goods are not in accordance with the requirements of this Purchase Order then We can reject them, not accept delivery and not pay for them until You satisfy Us that the Goods/Deliverables do comply with the requirements of this Purchase Order.
18. If We identify any defects or deficiencies in the Goods/Deliverables within ninety (90) days of delivery, then You must promptly replace the deficient Goods/Deliverables or, at Our absolute discretion, rectify the deficiency.
19. You must not assign any of Your rights under this Purchase Order or subcontract the supply of the Goods and/or Services or any part of the Goods and/or Services without Our prior written approval. We have the right to assign or novate any or all of Our rights and obligations under this Agreement. You acknowledge and agree to do everything necessary or requested by Us to enable Us to assign or novate any or all of Our rights and obligations under this Purchase Order as aforesaid.
20. In the event that part or all of the supply of the Goods and/or Services is subcontracted in accordance with clause 19, You shall remain fully responsible to Us in respect of the supply of the Goods and/or Services by such subcontractor.
21. It is your responsibility to check with Us for variations to this Purchase Order before any manufacturing process commences.
22. We can vary this Purchase Order by giving notice to You at any time but accept that this may change the cost and timing of delivery of the Goods and/or Services. You must inform Us in writing of any impact on the Fee and time for delivery, and any such cost and time adjustment shall be subject to Our written consent and approval. Any variations We make

- will be subject to the same terms and conditions as this Purchase Order, unless We notify You otherwise.
23. You acknowledge and agrees that if a law requires Us to deduct an amount in respect of withholding tax from a payment under this Purchase Order, such that You would not actually receive on the due date the full amount provided for under this Purchase Order then on the due date:
- We shall deduct the amount for the withholding tax;
  - We shall pay an amount equal to the amount deducted to the relevant Authority in accordance with applicable law and give the original receipt to You; and
  - We shall pay You an amount equal to the difference between the payment and the amount deducted.
24. If We ask You, You must provide Us with samples of the Goods/Deliverables for approval. The Goods/Deliverables finally delivered must be the same as any sample We have approved. Any approval by Us does not affect Your obligation to ensure the Goods/Deliverables comply with the requirements of this Purchase Order. If We ask and You have agreed, or it is required pursuant to the Purchase Order, to ensure Our stock of Goods are always available and in stock, then You shall arrange the sourcing and transportation schedule so as to keep Us in continuous and sufficient supply of the quantities of Goods as required and shall prevent the unavailability of any Goods requested by Us. If We so request, You shall provide Us with a forecast of such Goods to be supplied in such detail as We may request from time to time.
25. You must comply with:
- all applicable occupational health, safety and environmental laws, guidelines and codes of practice; and
  - all occupational health, safety and environmental guidelines, rules and procedures provided to You by Us.
26. You must at all times take all reasonable precautions to prevent injury (including illness) to any person or damage to any property. You are liable for and must indemnify Us from and against any action, claim, proceeding, demand, cost, expense, loss, liability, damage, charges and/or expenses (including, without limitation, consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) which We or any third party may suffer or incur which arises from or is in connection with i) any injury or death to persons or damage to property arising out of or in connection with the supply or delivery of the Goods and/or Services; (ii) any breach of any warranty, representation or obligation in or arising out of this Purchase Order; and (iii) any claim that the Goods/Deliverables infringe the intellectual property rights of a third party.
27. We reserve the right to levy liquidated damages at the rate set out in the Purchase Order per day or part thereof for non-delivery of the Goods or non-supply of the Services (both to Our sole satisfaction) within the stipulated period. We may set off liquidated damages due to Us against any amounts due to You.
28. We shall be entitled to terminate this Purchase Order by written notice to You if You (i) breach this Purchase Order, or (ii) give or offer (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward in relation to this Purchase Order, or (iii) become bankrupt or insolvent or if You have an administrator or other controller appointed. If We terminate this Purchase Order pursuant to this clause 28, We do not have to pay You for the Goods and/or Services until We have set off any additional costs We incur as a result of Your breach, bankruptcy or insolvency.
29. We shall be entitled to terminate this Purchase Order for any reason at any time. If We terminate this Purchase Order pursuant to this clause 29, We will pay You the reasonable cost of the Goods You have supplied to Us or made or partly made for Us at the date We terminate; and/or will reasonably compensate You for Services provided up until the date of termination (in an amount to be determined at Our discretion acting in good faith). The Parties acknowledge and agree that they consent to either Party's entitlement to terminate this Purchase Order under clause 28 and this clause 29 in accordance with the meaning of consent as stated under Article 892 of the United Arab Emirates Civil Code ("**Code**") and in accordance with the meaning of mutual consent as stated under Article 218 of the Code. The Parties further acknowledge and agree that the Purchaser shall be entitled to exercise all of its rights without the need to obtain a court order in accordance with Article 267 or 271 of the Code.
30. In the event We have made any advance payment for Goods or Services not performed or expenses not incurred by You at the date of termination, then You shall provide a pro rata refund to Us within fifteen (15) days of the date of termination (in an amount to be determined by Us acting in good faith).
31. Unless We agree otherwise in writing, the Fee payable for the Goods and/or Services stated in this Purchase Order is fixed, and is deemed to be inclusive of all charges, costs and expenses in relation to the delivery and supply of the Goods and/or Services. The Fee shall not be adjusted to take account of any increase or decrease in costs resulting from changes in laws (including the introduction of new laws and the repeal or modification of existing laws) or in the judicial or official governmental interpretation of such laws made after the date of this Purchase Order, which affect You in the performance of Your obligations under this Purchase Order.
32. You shall not disclose any confidential information received from Us in connection with this Purchase Order to any third party and You shall not use Our confidential information for any purpose other than to perform Your obligations under this Purchase Order. No public relations announcement, statement and/or press release shall be issued without Our prior written consent. Requests for any consents pertaining to this clause 32, shall be addressed and sent via email to Us. For the avoidance of doubt, the submission of a request does not constitute Our approval of that request and any approval is at Our absolute discretion.
33. This Purchase Order constitutes the entire agreement between the Parties and sets out a full statement of the contractual rights and liabilities of the Parties in relation to the Goods/Services being supplied pursuant to this Purchase Order, and it cannot be amended unless We agree in writing. The terms and conditions of this Purchase Order override any terms and conditions You may try to impose on Us. In the event of any discrepancy between this Purchase Order and any other document, terms and conditions and/or particulars, the provisions of this Purchase Order shall prevail.
34. This Purchase Order must be signed by Us to be enforceable.
35. You shall invoice Us for the Goods and/or Services in accordance with the payment terms set out in Purchase

Order. Unless otherwise stated in the Purchase Order, in consideration of the supply of Goods and/or Services by You, We shall pay the invoiced amounts within sixty (60) days of the date of a correctly rendered invoice to a bank account nominated in writing by You.

36. An application for Services done will be agreed on site with Us for Services only. Payment will be made in accordance with the Purchase Order and within the period(s) set out in the Purchase Order, subject to these terms and conditions. You shall be responsible for and shall pay any bank transfer fees arising out of or in connection with payments made by Us to You pursuant to this Purchase Order.
37. All invoices along with a copy of the signed delivery note, original warranty certificate (if applicable) and an application for Services done (if applicable) shall be submitted to Us, any invoices which do not have a copy of this Purchase Order attached will be returned to You and shall be resubmitted in accordance with this Purchase Order.
38. If the Purchase Order specifies that an advance payment guarantee is payable, You must, as a condition precedent to the advance payment being paid by Us to You, and prior to delivery of the Goods or commencement of the Services, provide an advance payment guarantee in a form acceptable to us which is:
  - a) from a financial institution that is registered in Dubai and that is acceptable to Us;
  - b) an irrevocable, unconditional and enforceable undertaking that is payable on demand;
  - c) for the amount of the advance payment as set out in the Purchase Order.
39. Should any advance payment guarantee which you provide have an expiry date, then You undertake and guarantee to Us that if the advance payment has not been fully repaid by You through the provision of Goods or Services on the date one (1) month prior to the expiry date, that You shall provide Us with another advance payment guarantee with an extended expiry date on the same terms and conditions.
40. All your electromechanical equipment or installations (as applicable) shall be in proper working condition throughout the term of this Purchase Order. You will be responsible for the safety of all Your labour, equipment, quality, spares, parts and consumable materials. In accepting this Purchase Order (in writing, verbally or by supplying the Goods and/or Services) You agree to be bound by these terms and conditions.
41. This Purchase Order may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Purchase Order, but all the counterparts shall together constitute the same Purchase

Order.

42. A Notice under or in connection with this Purchase Order (a "**Notice**") shall be in writing; shall be in the English language; and shall be sent by courier or by fax to the Party due to receive the Notice to the address specified in this Purchase Order or to another address specified by that Party by written notice to the other Party. A Notice shall be deemed to have been received by the Party (i) if sent by courier, when the courier company confirms delivery thereof as supported by written evidence; (ii) or if sent by fax, on the same day if successfully transmitted on a working day before 4pm local time and on the following working day if sent after 4 pm local time, and confirmed by a fax transmission report.
43. This Purchase Order is governed by the laws of the Emirate of Dubai and the federal laws of the United Arab Emirates as applicable to the Emirate of Dubai and the Parties hereby submit to the exclusive jurisdiction of the Dubai Courts.
44. We shall be entitled, and any of Our affiliates shall be entitled, to disclose any Deliverable to any third party in its absolute discretion, notwithstanding any Condition to the contrary contained in the Deliverable itself. We shall not be bound by any Condition contained within the Deliverable that affects in any way Our or Our affiliates' ability to freely disclose the Deliverable to a third party, whether or not the Deliverable has been accepted by Us. Any such Condition shall be considered null and void and the terms and conditions of this Purchase Order shall take precedence.
45. In the event that a purchase order is entered into between the Purchaser (or any of the Purchaser's affiliates) and the Supplier subsequent to this Purchase Order, and that purchase order contains the same "Purchase Order Number" (pre hyphen) as is set out in this Purchase Order, the subsequent purchase order, together with its terms and conditions ("**New Purchase Order**"), shall supersede this Purchase Order and this Purchase Order shall automatically become null and void on the date the New Purchase Order is executed by both parties. Any monies paid to the Supplier under this Purchase Order shall form part of the payment under the New Purchase Order.
46. In the event that this Purchase Order contains the same Purchase Order Number (pre hyphen) as a previous purchase order between the Purchaser (or any of the Purchaser's affiliates) and the Supplier ("**Previous Purchase Order**"), each Previous Purchase Order shall be hereby automatically null and void on the date this Purchase Order is executed by the Parties and all monies paid to the Supplier under each Previous Purchase Order shall constitute payment under this Purchase Order.