

TERMS AND CONDITIONS OF PURCHASE

The purchase of Goods and Services by the Ordering Entity are subject to these terms and conditions only ("Terms") regardless of other or additional terms and conditions that conflict or contradict with these Terms in any quote, confirmation, purchase order, document, communication or pre-printed terms and conditions on any Supplier document (for example: purchase order, confirmations, delivery notes) and the Ordering Entity's failure to object to conflicting terms, will not change these Terms. No modification of these Terms shall apply unless agreed in writing by the Ordering Entity.

1. Interpretation

1.1 In these Terms, unless the contrary intention appears:

"Affiliate" means "in relation to a party, a subsidiary or holding company of that party or a subsidiary of such holding company;

"Contract" means any Purchase Order or contract of which these Terms form part, entered into between the Ordering Entity and the Supplier for the supply to the Ordering Entity of the Goods, Services;

"Goods" means any goods, materials or products supplied or to be supplied by the Supplier under the Purchase Order and which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include Services;

"Supplier" means the contracting party supplying the Goods and/or Services and named supplier in the Purchase Order;

"Ordering Entity" means the Ordering Entity raising the Purchase Order and purchasing Goods and/or Services under these Terms;

"Purchase Order" means the Ordering Entity purchase order which refers to these Terms;

"Services" means the Services (if any) described in the Purchase Order, supplied or to be supplied by the Supplier under the Purchase Order;

"Specification" includes any artwork, trademarks, designs, plans, drawings, data, logos, branding or other information relating to the Goods or Services;

"Working Day" means a day in a Working Week in which the banks situated in the city of the Ordering Entity are open for business between (09.00 to 17.00hrs) and excluding public holidays.

"Working Week" means Monday to Friday (except for the Middle East where it is deemed to be Sunday to Thursday).

1.2 Words importing the singular shall include the plural and vice versa; headings in these Terms are for convenience only and shall not affect interpretation; references to statutes are to them as amended, extended, re-enacted and replaced, and to any subordinate legislation in force.

2. Orders

2.1 The Purchase Order constitutes an offer by the Ordering Entity to purchase the Goods and/or acquire the Services subject to these Terms. The Contract shall come into effect and shall incorporate (and the Purchase Order placed by the Ordering Entity on the Supplier shall be subject to) these Terms in their entirety (except to the extent specifically overridden in the Purchase Order and/or any special terms and conditions agreed between the Ordering Entity and the Supplier) upon Supplier's acceptance of the Purchase Order.

2.2 The Ordering Entity shall place a Purchase Order with Supplier, submitted in writing by fax or electronic means. The Purchase Order shall be deemed accepted by Supplier if Supplier does not provide a written notice of rejection within 2 Working Days of its receipt. Dispatch by the Supplier of the Goods (or performance of the Services) specified in the Purchase Order from the Ordering Entity shall also be deemed to be conclusive evidence of the Supplier's acceptance of the Contract.

2.3 The Ordering Entity may change or cancel Purchase Orders (in whole or in part) without assigning any reasons or reschedule shipment or performance dates for any Goods or Services ordered, provided that it notifies Supplier in writing at least 10 Working Days prior to the originally scheduled delivery date.

2.4 Unless authorized by the Ordering Entity in writing, Supplier shall execute the Purchase Order strictly in accordance with the Specifications, standards and all other technical details specified in the Purchase Order or any other document(s) specified in the Purchase Order. The Standard Specifications defined in the document No.P06/001 (available on request) are part of these Terms and Conditions of Purchase and should be read in conjunction with the Purchase Order and the Ordering Entity Drawings.

2.5 These Terms shall not apply to the extent that they contradict or are inconsistent with the terms of the Purchase Order and/or any other agreement executed by the Ordering Entity and the Supplier in writing which relates to the supply of the Goods or Services.

3. Price

3.1 Unless otherwise agreed in writing, the price for the Goods and Services agreed by the Ordering Entity and stipulated in the Purchase Order is a fixed price, and shall be: (a) inclusive of all charges for manufacturing, supplying, delivery and off-loading, packaging, labelling, carriage, insurance, royalties, licence fees and all other charges, taxes, duties and impositions; (b) exclusive of any applicable value added tax.

3.2 The Ordering Entity shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier.

4. Payment

4.1 Unless agreed otherwise in writing, (a) the Ordering Entity will pay for the Goods and/or the Services (in each case without prejudice to any early payment discount or other benefit that may be agreed), within 90 days after receipt of a correct invoice and (b) payment will not be effected unless the Purchase Order is delivered in full and the Goods or Services in question accepted by the Ordering Entity.

4.2 All invoices, delivery notes, packing lists and all related correspondence must state the Purchase Order number, code, description of each item, quantity, part number and date of issue and be dispatched to the relevant office (as indicated on the Purchase Order) for payment. All invoices must comply with the Ordering Entity policies and processes as may be applicable from time to time. Invoices not in compliance with these requirements will be returned to Supplier.

5. Delivery, Inspection and Packaging

5.1 The Goods shall be delivered and the Services performed, at Supplier's expense, (or in accordance with the terms specified in the Purchase Order), at the delivery address stipulated in the Purchase Order on the date or dates specified in the Purchase Order, in either case during the Working Day.

5.2 Delivery to any carrier (which shall act as agent for Supplier) shall not constitute delivery to the Ordering Entity.

5.3 The time of delivery of the Goods and of performance of Services shall be of the essence of the Contract. Any delay in the delivery schedule entitles the Ordering Entity to terminate the Purchase Order in whole or in part, purchase the Goods and/or Services from elsewhere, back charging the Supplier all related additional costs incurred. The Ordering Entity may at any time before or after delivery inspect the Goods / Services but such inspection shall not relieve the Supplier of any of its obligations.

5.4 The Ordering Entity may reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any goods until it has had at least 30 Working Days to inspect them following delivery or if later, within a reasonable time after any latent defect in the Goods becomes apparent. The Ordering Entity is not bound to accept delivery of the Goods by instalments. In case of wrong material delivery, delay in delivery or any defective Goods or Goods otherwise than in full accordance with the Contract, the Ordering Entity may in its sole discretion take the same action as in Clause 5.3 and/or with or without terminating the Contract, reject or refuse to accept such Goods. The Supplier shall then reimburse any payment already made for the Goods, or reimburse the Ordering Entity in full for the cost of repair carried out by it or any third party at the direction of the Supplier. The Ordering Entity shall not be bound to return any such Goods to the Supplier but, if it decides to do so, they shall be returned at the Supplier's risk and expense.

5.5 A packing note quoting the number of the Purchase Order must accompany each delivery or consignment of the Goods and must be displayed prominently.

5.6 All Goods must be adequately protected for transport and no additional charges for packing will be accepted. Packaging of a durable nature should be non-refundable but will be returned at the Supplier's request if so requested and marked accordingly.

5.7 The Supplier is to provide advice notes (advising of dispatch of Goods) to be sent to the Ordering Entity under separate cover, such advice notes to be dispatched to the Ordering Entity office and/or the Ordering Entity authorized representative as stipulated in the Contract.

5.8 A certificate of conformity must accompany each delivery of Goods.

5.9 An original Test and Mill Certificates must accompany each delivery of Goods when applicable.

6. Property and Risk

The title to the Goods shall pass to the Ordering Entity upon delivery to the Ordering Entity. The Goods shall remain at the Supplier's risk (including, without limitation, the risk of deterioration in transit) until they have been safely delivered to the Ordering Entity. If the Ordering Entity rejects any Goods or Services, title and risk therein shall remain with or thereupon revert to the Supplier without any payment by or liability to the Ordering Entity.

7. Title

7.1 The Supplier represents and warrants that (a) the Supplier has the right to sell the Goods (which shall remain the absolute property of the Supplier until title therein passes to the Ordering Entity) or perform the Services, free of any charge, lien or other encumbrance, (b) the Ordering Entity will enjoy quiet possession of them; and (c) the Supplier has obtained and/or shall make available to the Ordering Entity all licenses, clearances, consents and authorizations necessary for the purchase of the Goods by the Ordering Entity or performance of the Services by the Supplier.

7.2 The Supplier shall, when delivering Goods/performing Services, provide such operating and other instructions and information about the risk to life, health or safety arising out of the handling, storage and use of the Goods.

8. Warranty

8.1 The Supplier warrants that the Goods (a) will be of satisfactory quality and fit for any purpose intended by the Ordering Entity, (b) are free from defects in design, material and workmanship, (c) correspond strictly with all representations, descriptions, advertisements, brochures, Specifications, drawings or sample or other description made or given by Supplier or stipulated by the Ordering Entity, (d) will comply with any applicable national or international standards, safety regulations or other applicable legal requirements, (e) where a sample has been provided, will be of the same superior quality to that sample and (f) will comply with all statutory requirements and regulations relating to the use of the Goods in the Middle East.

8.2 The Supplier warrants that the Services will be performed by appropriately-qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Ordering Entity to expect in the circumstances.

8.3 Unless a longer warranty period is required by applicable law or provided for by the Supplier, in which case such longer warranty period shall apply, or unless another warranty period is mentioned in the Purchase Order, in which case such warranty period mentioned in the Purchase Order shall apply, the warranty period for the Goods shall be 12 months and shall begin to run upon delivery to the Ordering Entity and the warranty period for Services shall be one (1) year following Supplier's completion of the Services. Supplier shall pass on to the Ordering Entity any warranties it receives from its vendors, but by doing so shall not be relieved of its obligations hereunder.

8.4 The Supplier undertakes to replace or rectify any Goods/Services, which shall be or become defective and make good any damage or loss, which within a warranty period from delivery results from such defects. Carriage charges for the return of faulty items will be charged to the Supplier. The Supplier undertakes to rectify any workmanship which shall be or shall become defective and to make good any damage or loss which within a warranty period from the completion of the work results from such defects.

8.5 Without limiting any other remedy, if the Goods or Services are not supplied or performed in accordance with the contract, then the Ordering Entity shall also be entitled to (a) require the Supplier to immediately repair or replace the Goods or Services in accordance with the Contract within 7 Working Days; or (b) at the Ordering Entity's sole option, and whether or not the Ordering Entity has previously required the Supplier to repair the Goods or to supply any replacement of the Goods or Services, to treat the Contract as terminated by the Supplier's breach and require the repayment of any part of the price which has been paid. Carriage charges for the return of faulty items will be charged to the Supplier.

9. Intellectual Property indemnification

The Supplier warrants that any and all Goods / Services supplied hereunder and the sale or use thereof do not infringe any patent, copyright, trademark, trade secret or any other intellectual property rights of any third party. Supplier shall indemnify, defend and hold harmless the Ordering Entity against all claims, damages, costs, expenses (including attorneys' fees) or loss that may be incurred on account of the assertion of any such rights by any person.

10. General Indemnification

The Supplier shall indemnify the Ordering Entity against all liability, loss, expense, cost, damage or claim (unless occasioned solely by the negligence of the Ordering Entity its servants or agents) in respect of death, injury to any person (whether employed by the Supplier or not) and for any loss liability, claim, expense, cost, injury or damage in respect of any property real or personal (whether belonging to the Ordering Entity or to any other party) arising from the execution or performance or breach of this Contract.

The Supplier shall indemnify ad hold harmless, the Ordering Entity against all liability, loss, expense, cost, damage, claim and expense (including attorneys' fees) that may be incurred by the Ordering Entity on account or arising from a breach of this agreement by the Supplier.

11. Assignment and Sub-Contracting

The Supplier may not assign, transfer or otherwise dispose of any of its rights or sub-contract, transfer or otherwise dispose of any of its obligations under the Contract without the prior written consent of the Ordering Entity which shall not be unreasonably withheld or delayed. The Ordering Entity may by notice assign the Purchase Order.

12. Termination

12.1 The Ordering Entity may cancel the Purchase Order or Contract in respect of all or part of the Goods and/or the Services without justification by giving notice to the Supplier at any time prior to delivery or performance. In such event: (a) where the Goods are not stock merchandise of the Supplier, the Ordering Entity shall make and the Supplier shall accept payment on the basis of a fair valuation, supported by documentary evidence, for work actually done under the Purchase Order prior to receipt by the Seller of notice of termination; (b) where the Goods are standard stock merchandise of the Supplier, the Ordering Entity shall have no further obligation in respect of the cancellation except to make payment for reasonable consignment and re-delivery charges to the Supplier in respect of Goods dispatched but not delivered prior to such cancellation.

12.2 The Ordering Entity may terminate the Contract at any time, without liability, upon giving the Supplier notice, if:

a) the Supplier is in breach of any of its obligations in terms of the Contract; or

b) the Supplier becomes insolvent, or bankrupt or goes into liquidation or winding up or has a receiver / liquidator appointed, or ceases to carry on business; or

c) the Ordering Entity reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

12.3 In the event that the Purchase Order or Contract is cancelled or terminated for whatever reason pursuant to these Terms, the Supplier shall, at its cost, return to the Ordering Entity all Specifications supplied by the Ordering Entity or any third party on behalf of the Ordering Entity under the Contract and complete all deliveries in transit.

12.4 The Ordering Entity may at any time (at its discretion and without prejudice to its other rights and whether or not it accepts any further Goods or makes any further payments) by written notice to the Supplier:

a) Suspend any deliveries to be made under, or terminate, cancel or rescind, the Contract;

b) become entitled to recover from the Supplier any amounts already paid by the Ordering Entity in relation to Goods delivery of which is suspended or is no longer to take place; and

c) set off any indebtedness of the Ordering Entity to the Supplier against any indebtedness of the Supplier to the Ordering Entity, in each case on any account whatsoever.

13. Confidentiality and Designs

13.1 All information given by the Ordering Entity to the Supplier or otherwise obtained by the Supplier relating to the business or operations of the Ordering Entity or any of its Affiliates or any person, firm, company or organization associated with the Ordering Entity or any of its affiliates will be treated by the Supplier, its employees, agents and sub-contractors as confidential and not used other than for the benefit of the Ordering Entity nor disclosed to third parties without the prior written consent of the Ordering Entity.

13.2 The provisions of condition 13.1 shall not apply to confidential information which is in or enters the public domain other than by breach of condition 7, is obtained from a third party lawfully, is or has been independently generated by the Supplier, is properly disclosed pursuant to a statutory obligation, the order of a court of competent jurisdiction or that of a competent regulatory body.

13.3 All records, documents, drawings and other items containing such confidential information and all copies and extracts made or required by the Supplier from the Ordering Entity shall remain the property of the Ordering Entity and be returned to the Ordering Entity on demand and on termination of the Contract.

13.4 Supplier shall not make any statement or issue any circular letter dealing with the subject matter of the Contract, nor shall it in its correspondence make any use if any paper with printed headings or other printed notes referring to the subject matter of the Contract, nor shall the Supplier make use of the Ordering Entity name or logo without first obtaining the Ordering Entity's written approval.

13.5 The foregoing obligations as to confidentiality shall remain in full force and effect notwithstanding any termination of the Contract.

14. Insurance

The Supplier shall indemnify the Ordering Entity against all claims in respect of loss or damage to persons and property (including consequential loss) incurred by the Ordering Entity or third parties arising out of or in consequence of the supply of the Goods or performance of the Services and shall, at its own cost, take out and maintain adequate insurance including Employer's Liability, Product and Public Liability, and third party and professional indemnity insurance, and shall supply details of such insurance when requested to do so by the Ordering Entity. If the Supplier fails to take out and maintain insurance as above, the Ordering Entity may effect the same and deduct the cost of so doing from the monies which would otherwise be due to the Supplier.

15. Anti-bribery

Supplier, its officers, directors, and employees, and anyone for whose acts or defaults they may be vicariously liable or anyone acting on behalf of any of them, shall not make payments in violation of any applicable anti-bribery law in connection with or in any way relating to or affecting the Contract. Supplier acknowledges that international anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, prohibit any direct or indirect payment of money or anything of value to any government official, international organization, political party, party official or candidate for political office, or private individual for the purpose of obtaining, retaining or directing business or securing any improper advantage. Supplier represents and warrants that in the performance of its obligations under this Contract or otherwise in connection with this Contract it has not made and agrees that it will not make any such prohibited payment.

16. Export Control and Trade Compliance

The Supplier, and to its knowledge, any affiliate, officer, director, agent or employee, or any other person or entity associated with or acting on behalf of the Supplier, or any predecessor, has complied and will comply with all U.S. import, export control and trade sanctions laws, rules, and regulations in connection with this Contract, including but not limited to not providing any Goods or Services from Iran, Syria, Sudan, North Korea, or Cuba. The Supplier must meet applicable country of origin marking requirements, and, where applicable, supply certificates of origin. Unless otherwise agreed in writing, terms of sale shall be delivered duty paid, with title passing upon delivery.

17. Dispute resolution

17.1 In the event of any dispute or disagreement arising out of or in connection with this agreement or any breach thereof ("Dispute") either party may serve notice upon the other setting out brief details of the Dispute that has arisen ("Notice of Dispute") and the parties shall use their best endeavours to settle such Dispute in the first instance by the Ordering Entity's representative and the Supplier's representative.

17.2 If the Dispute cannot be resolved within 28 days from service of the Notice of Dispute (or such other period as they shall agree in writing) by the personnel described in clause 17.1 then the parties shall submit the Dispute to the Ordering Entity's Managing Director and the Supplier's Managing Director.

17.3 In the event the Dispute is not resolved within 42 days after it is arisen then the Ordering Entity or Supplier may refer the Dispute to litigation through the courts, in which case clause 18 shall apply.

18. Miscellaneous

18.1 No waiver by either party of any breach by the other shall operate as a waiver of any other subsequent breach.

18.2 Each party's rights under these Terms are in addition to any other rights which that party may have under the general law or otherwise.

18.3 The invalidity, illegality or unenforceability in whole or in part of any of the provisions in these Terms or the Contract shall not affect the validity, legality and enforceability of the remaining provisions.

18.4 No contract, and no variation or addition to these Terms or any Contract is effective unless in writing and emanating from the Ordering Entity, and no order placed or Contract made may be withdrawn, cancelled, deferred or varied without the Ordering Entity's written agreement.

18.5 Supplier covenants that in the performance of its obligations under this Contract, or otherwise in connection with this Contract, it shall conform to the principles set forth in the Ordering Entity's Code of Conduct (as may be amended or revised from time to time), the terms of which are incorporated herein by reference. The Code of Conduct is available on request.

18.6 All services performed/goods supplied by the Supplier under this agreement, all invoices and requests for expense reimbursement submitted to the Ordering Entity by the Supplier, and all payments made to or benefits conferred by the Supplier on third parties in the course of the Supplier's performance of this agreement, are subject to audit by the Ordering Entity, at its sole discretion, or by a third-party retained by the Ordering Entity. The Supplier will fully cooperate in any audit that may be conducted. Upon notice of an intended audit, the Supplier will, within 15 days, make available to the Ordering Entity or a third-party retained by the Ordering Entity all invoices, supporting receipts and substantiation, and original entry records of costs and expenses incurred by the Supplier under this agreement, and make available for interviews, if requested by the Ordering Entity, all persons within the Supplier's control who performed services or incurred expenses, or are otherwise knowledgeable with regard to such services, expenses or transactions. The Supplier does and will continue to keep books and records that accurately describe in detail all services and expenditures and transactions relating to this agreement.

18.7 Supplier acknowledges and agrees that the Ordering Entity will not make payments to the Supplier in cash or bearer instruments, or to an account in a country other than that in which the Supplier is based and that no payments will be made, directly or indirectly, through any trust, intermediate entity or other intermediary.

18.8 The Supplier covenants to provide a written certification of compliance with the provisions in clauses 15, 16 and 18.5 to 18.7 as the Ordering Entity may request from time to time.

18.9 In the event of a conflict, the following order of priority shall be deemed to follow:

a) the terms explicitly mentioned in the Purchase Order (excluding the general terms and conditions) shall override the terms of this agreement;

b) subject to the above, the special conditions if any, shall override the general conditions

c) subject to the above, the general conditions will apply.

In the event of any ambiguity or conflict between the terms, purchase order or contract, the decision of the Ordering Entity in the interpretation of the same shall be final and binding on the parties

19. Law & Jurisdiction

These Terms and the Contract are governed by and shall be construed in accordance with laws of the country where the Ordering Entity is based and the parties agree to submit to the jurisdiction of the courts where the Ordering Entity is based.