

1. INTERPRETATION

1.1. Definitions

The following definitions shall apply to the Purchase Order/Contract:

Acceptance of Raw Materials means that the Buyer has performed all necessary inspections and attested that the required Raw Materials fulfil the specifications set in the Purchase Order/ Contract.

Business Day means a day other than a Saturday, Sunday or public holiday in the UAE.

Buyer means Emirates Steel, which shall be represented by an authorized legal representative during the purchasing process and as set forth in this Purchase Order/Contract (as the case may be).

Change Order is any necessary amendment to a previously issued Purchase Order as per the requisition of the Buyer.

Claim(s) includes any action, suit, proceeding, application or demand of any kind.

Contract means an agreement between the Buyer and the Seller for the delivery of Raw Materials and any other document the Parties agree to be part of the Contract.

Contract Details means the details contained in page 1 of the Contract.

Default means a breach of any term or condition of a Contract.

Delivery Date means the date or dates specified in the Purchase Order by which the Seller is required to deliver the Raw Materials (as the case may be).

Delivery Note means the document that accompanies a Raw Materials shipment. It lists and details the Raw Materials to be delivered by the Seller, according to the agreed specifications and the conditions hereof.

Delivery Terms means the agreed Incoterms and location between the Buyer and Seller.

Effective Date means the date in which the Contract becomes effective, as set out in the Contract Details.

Force Majeure Event means any occurrence or omission after the Effective Date as a direct result of which the Party relying on it is prevented from performing any of its obligations under the Purchase Order/Contract, that is beyond the reasonable control of that Party and is not the direct or indirect result of the failure of that Party to perform any of its obligations under the Purchase Order/Contract and includes act of war (whether declared or not) or terrorism, civil commotion or riot, act of God, natural disaster, industrial action or labor disturbance (excluding labor disturbance at the Seller's premises), action or inaction by a Government Agency, or a failure of a public utility.

Government Agency means any federal, state or local government or any ministry, department, court, commission, board, agency, institution or similar entity of Abu Dhabi and the United Arab Emirates.

Government Authorizations means all approvals, consents, authorizations, permits, clearances, licenses, or other requirements that are required from any Government Agency for the Seller to perform its obligations under the Contract.

Governmental Notice means any notice, direction, order, demand or other requirement to take any action or refrain from taking any action from any Government Agency, whether written, oral or otherwise.

HS Code means Harmonized System Code, which is an international standardized system of names and numbers to classify Raw Materials.

Law means the law in force in the jurisdiction in which the Purchase Order/Contract is accepted by the Buyer including common or customary law, equity, judgement, legislation, orders, regulations, statutes, by-laws, ordinances or other legislative or regulatory measures and includes any amendment, modification or re-enactment of them.

Lead Time means the agreed period for the delivery of the Raw Materials as per the Purchase Order/Contract.

Liabilities means damages, Claims, losses, liabilities, costs and expenses of any kind.

Party or Parties means either Buyer or the Seller or both of them as the context may require.

Payment Terms means the agreed period/method of payment between the Buyer and Seller.

Personnel means:

- i) in relation to the Seller, any of its employees, subcontractors, agents and representatives involved either directly or indirectly in the delivery of the Raw Materials under the Purchase Order/Contract; and
- ii) in relation to Buyer or its sister companies and subsidiaries, any of its officers, employees, agents or representatives.

Price stands for all amounts payable to Seller in consideration of the delivered Raw Materials in United Arab Emirates Dirham (AED) or otherwise as agreed between the Parties and specified in the Purchase Order/Contract thereby. The Price shall include the entire compensation for the supplied Raw Materials. It may be inclusive or exclusive of Taxes, duties, haulage costs, cost of transit insurance of the Raw Materials and any other levies, fees or charges as per the Purchase Order/ Contract.

Purchase Order means any order placed pursuant to the Raw Materials and Prices Details List, set forth as defined in the Purchase Order itself.

Raw Materials means any materials thereof to be supplied by the Seller under the Purchase Order/Contract.

Raw Materials and Prices Details List means the list of items, Prices, Lead Times, Payment Terms and Incoterms agreed upon between the Buyer and the Seller.

Restricted Party means a person that is:

- a) listed on any Sanctions List;
- b) at least 50% owned or otherwise controlled (as such term is used and applied in the relevant Sanctions) by, or (to the knowledge of the Contractor) acting on behalf or at the direction of, any person(s) that is/are listed on any Sanctions List; or
- c) otherwise a target of Sanctions ("target of Sanctions" signifying a person with whom a US person or other national or entity of a country of a Sanctions Authority would be prohibited or restricted by law from engaging in trade, business or other activities).

RFQ stands for the Request for Quotation issued by the Buyer in respect of the required Raw Materials.

Sanctions means any economic, trade or financial sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by a Sanctions Authority.

Sanctions Authorities means the United States of America, the United Nations, the European Union, the United Kingdom, the United Arab Emirates or the respective governmental institutions and agencies of any of the foregoing including, without limitation, the Office of Foreign Asset Control of the United States Department of the Treasury ("OFAC"), the United States Departments of State and Commerce and Her Majesty's Treasury.

Sanctions List means each of the "Specially Designated Nationals and Blocked Persons List" and the Sectoral Sanctions Identifications and Foreign Sanctions Evaders List maintained by OFAC, the Consolidated List of Financial Sanctions Targets (Asset Freeze Targets and the Investments Ban Lists) maintained by Her Majesty's Treasury or any similar lists maintained, or public announcement of Sanctions designation made, by any of the Sanctions Authorities, each as amended, supplemented or substituted from time to time.

Seller means the company or any other entity to which the Purchase Order/Contract is issued to, in order to supply the Raw Materials as per the requirements of Buyer and the conditions mentioned herein. It shall be represented by an authorized legal representative during the purchasing process and as set forth in this Purchase Order/Contract (as the case may be).

Taxes means any taxes prescribed under the applicable laws of the UAE including income tax, capital gains tax, recoupment tax, land tax, sales tax, payroll tax, fringe benefits tax, group tax, profit tax, interest tax, property tax, undistributed profits tax, withholding tax, goods and services tax (excluding Value Added Tax), consumption tax, municipal rates, stamp duties and other charges, levies and impositions, assessed or charged, or assessable or chargeable by or payable to any governmental taxation or excise authority and includes any additional tax, interest, penalty, charge, fee or other amount imposed or made on or in relation to a failure to file a relevant return or to pay the relevant tax.

Terms and Conditions – Raw Materials means these general terms and conditions.

UAE means the United Arab Emirates.

Value Added Tax (VAT) means any value added tax or similar tax upon Raw Materials payable to any authority in respect of transactions under the Contract.

1.2. Rules for interpreting the Terms and Conditions

Terms and Conditions – Raw Materials are the only conditions upon which the Buyer deals with the Seller and shall administer the Purchase Order/Contract to the entire exclusion of any other conditions. Any other conditions shall not be relevant unless expressly agreed upon in writing by both Parties (Buyer and Seller) and any reference to Seller's bid, quotation, or proposal does not imply acceptance of any term, condition, or instruction therein.

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting the Contract, except where the context makes it clear that a rule is not intended to apply.

A reference to:

- i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- iii) a clause or Schedule is to a clause or Schedule of the Contract;
- iv) a party to the Contract includes its successors, permitted substitutes or assigns;
- v) anything (including a right, obligation or concept) includes each part of it;
- vi) measurements of physical quantities shall be in UAE legal units of measurement;
- vii) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- viii) unless otherwise stated, the currency of the Contract shall be in AED.
- ix) A singular word includes the plural, and vice versa.

- x) A word which suggests one gender includes the other genders.

2. SELLER'S REPRESENTATIONS AND WARRANTIES

2.1. The Seller represents and warrants that:

- i) it has full legal capacity and power to conclude this Purchase Order/Contract;
- ii) it holds all the required authorizations and licenses to supply the required Raw Materials to the Buyer.
- iii) the delivered Raw Materials shall:
 - (a) be in safe operation condition, not jeopardizing the health and safety of Personnel and/or properties of the Buyer;
 - (b) conform to the requirements, specifications, drawings, quality or any other descriptions outlined in the RFQ and the Purchase Order;
 - (c) prove to be of sound materials and workmanship capable of any standard of performance specified in the Purchase Order/Contract;
 - (d) be without defects and fit for its intended purposes for which the Purchase Order is placed.
- iv) it will replace as soon as practicable any delivered Raw Materials/equipment at Seller's cost and risk in case they do not meet the required specifications mentioned in the Purchase Order/Contract;
- v) the supplied Raw Materials at no time infringe any intellectual property right or any other right relating to any third party; and
- vi) it shall abide by the Law.

3. SELLER'S OBLIGATIONS

3.1. The Seller must:

- i) supply the Raw Materials to meet the requirements of the Purchase Order/Contract;
- ii) comply with the Buyer's Environmental, Health and Safety Standards and Policies in supplying the Raw Materials;
- iii) comply with any reasonable and lawful direction of Buyer relating to the supply of the Raw Materials;
- iv) attend and participate in meetings with the Buyer and its Personnel as reasonably required by the Buyer;
- v) provide information and report to the Buyer, in writing if required, in relation to any aspect of the Raw Materials as reasonably required by the Buyer;
- vi) produce evidence to the Buyer of accreditation, registration, licensing or other Government Authorizations in accordance with the requirements of the Purchase Order/Contract or as required by the Buyer.

4. BUYER'S OBLIGATIONS

4.1. Buyer shall facilitate the receipt of the Raw Materials in an efficient and timely manner and provide the Seller with the specifications, any documentation, data, information, approvals and permit as required to be in the name of the Buyer.

4.2. Buyer shall perform the payment process as per the agreed Payment Terms in the Purchase Order/Contract.

5. PURCHASE ORDER ACCEPTANCE

5.1. Seller shall acknowledge the receipt of the Purchase Order and/or any Change Order in writing within a maximum period of five (5) Business Days of its receipt; otherwise, the Buyer has the right to cancel the referred Purchase Order and pursue the supply of Raw Materials from other sources.

6. DELIVERY TERMS

- 6.1.** All Raw Materials must be delivered as per the agreed Delivery Terms and within the agreed Lead Time/Delivery Date set out in the Purchase Order/Contract.
- 6.2.** Unless otherwise stated in the Purchase Order/Contract, the Seller shall bear all costs related to the transport and insurance of the Raw Materials to their final destination.

6.3. Delay Damages

In case of where the Seller fails to deliver the Raw Materials in the agreed Delivery Date/Lead Time, unless such failure is due to Force Majeure and/or due to Buyer's fault, the Seller shall pay to Buyer as delay liquidated damages an amount equivalent to the percentage stated in the Purchase Order/Contract per period stated in the Purchase Order/Contract (or part thereof) of the value of the delayed delivery with maximum limit of the total value of the respective Purchase Order/Contract as stated in the Contract Details. These damages shall not relieve the Seller from its obligation to properly deliver the Raw Materials, or from any other duties, obligations or responsibilities which the Seller may have under this Purchase Order/Contract.

7. DELIVERY, PACKING AND CUSTOM DUTY EXEMPTION

- 7.1.** The Delivery Date shall be as per the date(s) specified in the Purchase Order. The Buyer shall be entitled to terminate the Purchase Order or any part thereof and the Buyer holds the right to demand delay damages, as per clause 6.3, for the delay or failure of delivery of the Raw Materials on time as agreed.
- 7.2.** Failure to meet the Delivery Date as agreed upon shall be considered a breach of these conditions and the Seller shall be responsible to pay the delay damages, as per clause 6.3, imposed upon by the Buyer for failure of Seller to deliver Raw Materials according to the Purchase Order/Contract. However, if the delay in delivery is such that requires the Buyer to re-source the Raw Materials in the market, the Seller must bear all additional costs related to this purchase, without prejudice to any other rights that the Buyer may have under this Purchase Order/Contract.
- 7.3.** If the Raw Materials are delivered to the Buyer in excess of the quantities ordered, the Buyer shall not be bound to pay for the excess and any excess will be and will remain at the Seller's risk and will be returnable at the Seller's expense or retained by the Buyer if the Seller desires to let the Buyer keep the excess Raw Materials based on the consensus between both the Parties.
- 7.4.** Buyer will not take any responsibility for loss of Raw Materials, supplied without any Delivery Note.
- 7.5.** In case of container shipment, the Seller shall obtain fourteen (14) calendar days free detention at discharge port which shall be specified in the Bill of Lading.
- 7.6.** HS Code must be mentioned against each item mentioned in the commercial invoice.
- 7.7.** The date of the Bill of Lading, Air Way Bill or Lorry Way Bill, whenever applicable, shall be considered as the date of shipment.

7.8. Custom Duty Exemption

As the Buyer is exempted from Custom Duty, the Price quoted for offshore Raw Materials should exclude the local custom duty in the UAE and the same should be explicitly stated in the quotation. The Buyer shall arrange for duty exemption letter for custom clearing process at UAE ports. A copy of the shipping documents, as

specified in clause 7.10, should be submitted sufficiently in advance of the Raw Materials arrival so that the Buyer will be able to issue the custom duty exemption letter accordingly.

- 7.9.** Packing, tagging, marking of the Raw Materials shall be in accordance with international standard practices or otherwise specified by the Buyer.
- 7.10.** In the case of offshore Raw Materials including those Raw Materials from outside the UAE which are shipped by the Seller as per Incoterms, the Seller shall submit to the Buyer's logistic department copies of shipping documents which are defined as follows:
- i) Commercial Invoice (Legalized, whenever applicable);
 - ii) Certificate of Origin (Legalized, whenever applicable);
 - iii) Airway Bill/Bill of Lading/Lorry Way Bill;
 - iv) Packing List/Weigh Bridge Certificate;
 - v) Seller's analysis/test Certificate,;
 - vi) Quality and quantity certificate issued by a third party independent surveyor, if applicable;
 - vii) Material Safety Data Sheet (MSDS) which shall detail hazards related to chemical composition of goods and comply with environmental regulations of the Emirate of Abu Dhabi if applicable; and
 - viii) Radiation free certificate if applicable.
- 7.11.** In case of onshore Raw Materials including those Raw Materials from the GCC countries, border clearance charges shall be borne by the Seller, unless otherwise stated by the Buyer.
- 7.12.** When the Seller becomes aware of any relevant information related to any delay or threat to delay of delivery of Raw Materials, the Seller shall immediately notify the Buyer.
- 7.13.** Original shipping documents should be consigned to the Buyer and sent by courier to the mailing address provided by the Buyer not less than five (5) Business Days prior to the arrival of the Raw Materials. Copies of such documents must also be provided by email to the Buyer.
- 7.14.** Failure to meet the delivery conditions as agreed upon shall be considered a breach of these conditions.

8. TESTING, INSPECTION AND REJECTION OF RAW MATERIALS

- 8.1.** The Seller agrees that the Buyer or its designated agent has the right, during ordinary business hours and upon reasonable notice, to inspect and test the Raw Materials, including at the Seller's premises.
- 8.2.** Unless otherwise agreed to by the Buyer or its designated agent, all laboratory tests must be made in a laboratory approved by the Buyer and all tests must be made in accordance with the current applicable standard methods approved by the Buyer or its designated agent. Inspection or testing by the Buyer or its designated agent does not relieve the Seller of any obligations under the Purchase Order/Contract. All costs towards such inspection shall be borne by the Seller.
- 8.3.** If in the Buyer's reasonable opinion the Raw Materials (each being a Non-Conformance):
- i) are defective;
 - ii) fail to conform to the Purchase Order/ Contract specifications; or
 - iii) fail to comply with a guarantee given by the Seller in relation to them under the Purchase Order/Contract, the Buyer may, at its option, give notice to the Seller requiring the Seller to:
- a) make good the Non-Conformance within a reasonable period defined by the Buyer;

- b) replace the Raw Materials which are the subject of the Non-Conformance within a reasonable period defined by the Buyer at no additional cost to the Buyer; or
- c) take back the Raw Materials which are the subject of the Non-Conformance at no additional cost to the Buyer and immediately refund or credit (whichever is applicable) to the Buyer the Price for the Raw Materials as a debt due to the Buyer,
- d) provide the Raw Materials which are the subject of the Non-Conformance at an adjusted price, which shall be mutually agreed by the Parties,

even if the Buyer has paid for the Raw Materials or title in the Raw Materials has passed to the Buyer.

- 8.4.** All rejected Raw Materials shall be collected by the Seller from the Buyer's premises, at the Seller's cost, within a maximum period of thirty (30) calendar days. If the Seller fails to comply, the Buyer is entitled to dispose of the rejected Raw Materials.

9. QUANTITY AND QUALITY DEFECTS

- 9.1.** The Buyer shall have the right to submit a Claim to the Seller for any difference equivalent to or greater than the percentage stated in Schedule 1 in the net weight of any delivered and invoiced Raw Materials. The conditions and process for submission of this Claim are fully described in Schedule 2 (Claims and Claims settlement).
- 9.2.** The Buyer shall have the right to submit a Claim to the Seller for any difference of more than the percentage as stated in Schedule 1 in the reported nominal value of any chemical specification and/ or the size of the delivered Raw Materials. The conditions and process for submission of this Claim are fully described in Schedule 2 (Claims and Claims settlement).

10. PRICE

- 10.1.** The Raw Materials are supplied by the Seller to the Buyer for the Price.
- 10.2.** The Price agreement will be reflected in Schedule 1.
- 10.3.** The Price should be inclusive or exclusive of Taxes (excluding Value Added Tax), duties and any other levies as per the Incoterms and insurance responsibility stated in the Purchase Order/ Contract.
- 10.4.** The Buyer is not liable for any Liabilities incurred by the Seller in performing its obligations under the Purchase Order/Contract, except as expressly provided in the Purchase Order/Contract.
- 10.5.** Except if expressly provided in the Purchase Order/Contract, the Price will be the Seller's sole remuneration for the supply of the Raw Materials and the performance of the Seller's obligations under the Purchase Order/Contract.

10.6. Value Added Tax (VAT)

10.6.1. All amounts expressed to be payable under the Contract by the Buyer to the Seller which (in whole or in part) constitute the consideration for the supply of goods and/or services for VAT purposes are deemed to be exclusive of any VAT chargeable on that supply. If VAT is or becomes chargeable on any supply made by the Seller to any Party under the Contract and the Seller is required to account to the relevant tax authority for VAT on that supply, that Party must pay to the Seller (in addition to and at the same time as paying any other consideration for such supply or at the point the VAT becomes due to be paid by the Seller if earlier) an amount equal to the amount of that VAT (and the Seller must promptly provide an appropriate VAT invoice to that Party where so required to by law).

10.6.2. Where the Contract requires the Buyer to reimburse or indemnify the Seller for any cost or expense, the Buyer shall reimburse or indemnify (as the case may be) the Seller for the full amount of such cost or

expense, including such part thereof as represents VAT, save to the extent that such the Seller reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.

10.6.3. In relation to any supply made by the Seller to the Buyer under the Contract, the Seller must promptly provide the Buyer with details of the Seller's VAT registration and such other information as is reasonably requested in connection with the Buyer's VAT reporting requirements in relation to such supply.

10.6.4. Where the Buyer has paid to the Seller any amount in consideration for VAT, the Seller shall indemnify and hold the Buyer harmless against any failure to properly recover such amounts paid as a result of a default of the Seller. In any such instance, the Seller shall, upon demand by the Buyer return such amounts paid by the Buyer but not recovered from the relevant tax authority.

11. INVOICING AND PAYMENT

11.1. The Buyer will pay the Seller the Price for the supplied Raw Materials in accordance with the Purchase Order/Contract and as per terms specified in Schedule 1 upon presentation of:

- i) Seller's invoice addressed to:
Emirates Steel Industries PJSC,
PO Box 9022,
Abu Dhabi, Mussafah,
United Arab Emirates.
Attention of: Finance & Costing Manager – Finance Department
- ii) The invoice must specify:
 - (a) the Contract number, date and the unique Purchase Order (if any) number;
 - (b) the Seller's address and contact details;
 - (c) a description of the Raw Materials being invoiced and properly delivered, their quantities, unit prices, part numbers/reference codes (when applicable) and the amount due to the Seller; and
 - (d) the Seller's bank account details.

Should the transaction be subject to VAT, the invoice must comply with the requirements of the relevant VAT legislation.

- iii) Where the Purchase Order/Contract provides for payment for the Raw Materials to be in more than one installment, the Seller must provide the Buyer with a separate invoice for each installment and each invoice must include the VAT number.

12. CHANGE ORDERS / VARIATIONS

12.1. The Seller shall perform any changes to the supply of Raw Materials required by the Buyer which may include additions to, or reductions in, the quantity and quality of the Raw Materials. The Buyer shall give notice of such changes to the Seller in writing, who shall promptly advise the Buyer also in writing of the effect on Price and Delivery Date fully supported with documents to duly substantiate the proposed changes. No change in the Price and or Delivery Date shall be accepted by the Buyer unless authorized by a written instruction and confirmed by a Change Order/ variation.

12.2. No change shall be accepted by the Buyer unless authorized by a written instruction and confirmed by a Change Order/ variation.

12.3. Upon receipt of such an order issued by the Buyer, the Seller shall implement same and proceed diligently with its execution notwithstanding that agreement may not have been reached as to whether such order constitutes a variation and the value thereof. Pending agreement on the value (if any) of a variation, the Buyer

may establish such basis for adjustment of the Purchase Order/ Price and associated payment provisions as the Buyer shall deem reasonable having due regard to all the circumstances.

12.4. No variation in the Price nor extra charges can be paid without the formal written consent of the Buyer.

12.5. In the event that the Parties are unable to agree on the reasonable effect on Price and Delivery Date, the Buyer shall nevertheless have the right to require the Seller to proceed with the change forthwith.

13. ASSIGNMENT AND SUB-CONTRACTING

13.1. Seller shall not assign or sub-contract any part of the required Raw Materials without the Buyer's prior written consent. No assignment or sub-contract shall relieve the Seller of any of its obligations under the Purchase Order/Contract. The Seller shall ensure that these conditions will be applied in all sub-contracts entered into by the Seller.

14. ENVIRONMENTAL, HEALTH AND SAFETY

14.1. When performing its obligations under the Purchase Order/Contract, the Seller must at all times comply with and ensure that the Seller's Personnel comply with:

- i) all applicable Laws;
- ii) all the Buyer's Environmental, Health and Safety Standards; and
- iii) all Government Authorizations.

14.2. The Seller must comply with each Governmental Notice issued in respect of, arising from or relating to the performance by the Seller of its obligations under the Purchase Order/Contract, whether the Governmental Notice is served on the Buyer or the Seller.

14.3. The Seller indemnifies and releases the Buyer from all Liabilities arising from or connected with (directly or indirectly) the compliance with any Governmental Notice, the presence of any pollution, contamination or environmental harm as a result of its activities, at any time during or after the term of the Purchase Order/Contract.

14.4. Any Raw Materials supplied or installed shall be so formulated, designed, constructed, finished and packaged in full conformity to the generally accepted standards of care so as to be safe and without risk to health and environment.

14.5. All Raw Materials must be supplied with full instructions for its proper use, maintenance and repair and with any necessary warning notices clearly displayed.

14.6. The Seller shall provide the Buyer in writing with such information as is necessary relating to the use of any Raw Materials and/or equipment supplied and/or used and its design, testing and use, relating to any conditions necessary to ensure it will be safe and without risk to health and environment when properly handled, stored, transported and used. By failing to do so, the Seller will be responsible for any damage incurred by the Buyer, its Personnel or customers and the environment.

15. TRANSFER OF TITLE AND RISK

15.1. Title of the Raw Materials shall pass to the Buyer on either:

- i) Payment for the Raw Materials (when title shall pass in proportion to the payments made thereof) or
- ii) Acceptance of the Raw Materials by the Buyer at the specified delivery point, as per the agreed Incoterm, whichever occurs first.

15.2. Notwithstanding passage of title (in whole or in part) on the occurrence of sub-clause (15.1) above, risk shall remain with the Seller until delivery of the Raw Materials to the Buyer in accordance with the agreed Incoterms mentioned in the Purchase Order/Contract.

15.3. All materials or equipment to be used in the installation of the required Raw Materials or equipment the title of which has passed to the Buyer shall be clearly marked as the Buyer's property and shall be stored separately from the Seller's property.

16. SUSPENSION AND TERMINATION

16.1. The Buyer may terminate or suspend the Purchase Order/Contract in respect of the Raw Materials to be delivered in whole or in part any time by giving written notice to the Seller. Such notice shall specify the reason of such termination and, upon the receipt of such notice the Seller shall comply with the directions pertaining to non-delivery. In such an event, the Buyer's liability will be limited to pay the Seller for all supplied Raw Materials satisfactorily delivered or in transit (where the risk of Raw Materials has passed to the Buyer) up to the date of termination or suspension specified in such notice unless it is agreed in writing between both Parties to pay cancellation charges.

16.2. The Buyer shall be entitled to terminate or suspend the Purchase Order/Contract by giving notice to the Seller at any time if:

- i) The Seller is in Default of any obligations hereunder, including without limitation compliance with any Delivery Date, or
- ii) In case the Seller becomes bankrupt or insolvent, or has a receiver or administrative receiver appointed over it or over any part of its undertaking or assets, or passes a resolution for winding-up (otherwise than for the purposes of a bona fide scheme of solvent merge or reconstruction), or if a court of competent jurisdiction makes an order to that effect, or if the other Party becomes subject to an administration order or enters into any voluntary arrangement with its creditors or ceases or threatens to cease to carry on business.

16.3. Without prejudice to the Buyer's other rights on suspension or termination, the Buyer shall be entitled to enter the Seller's premises or any place where the Raw Materials are stored and take possession of the whole or any part of the Raw Materials.

17. INDEMNITY

17.1. Subject to this clause, the Seller will indemnify (and will keep indemnified) the Buyer and its Personnel (Indemnified Party or Parties as the context requires) from and against all liabilities that any indemnified Party suffers, sustains or incurs, arising from any act, omission or breach by the Seller or its Personnel arising out of or in any way related to the Purchase Order/Contract, including but not limited to:

- i) the loss of or damage to any property; and
- ii) death or injury to an indemnified Party and any other person;
- iii) a Claim by another person that the Buyer's in exercise of its rights or the Seller's performance of its obligations under the Purchase Order/Contract infringes that person's intellectual property; and
- iv) any penalty imposed for breach of any applicable law in connection with the delivery of the required Raw Materials.
- v) any case of fraud, willful misconduct or gross negligence.

17.2. The Seller's liability under this clause is reduced proportionately but only to the extent that the Seller establishes that the liability was directly caused by Buyer's gross negligence or willful misconduct or by way of fraud. The Seller shall not be liable to the Buyer for loss of use of any works, loss of profit, loss of any contract or for any indirect or consequential loss or damage which may be suffered by the Buyer in connection with this Purchase Order/Contract other than under clause 17.1v).

17.3. Every exemption, limitation, defense, immunity, indemnity or other benefit contained in the Purchase Order/Contract or otherwise to which the Buyer is entitled will be held by the Buyer for the benefit of, and will extend to protect, each of the Buyer's Personnel.

17.4. Each indemnity in the Purchase Order/Contract is a continuing obligation separate and independent from the Seller's other obligations and survives termination of the Purchase Order/Contract.

17.5. It is not necessary for the Buyer, or its Personnel to incur expense or make payment before enforcing a right of indemnity conferred by the Purchase Order/Contract.

18. INSURANCE

18.1. The Buyer will maintain insurance policies protecting its employees and property as it deems necessary. The Seller and its subcontractors are responsible for the associated risk in respect to all of the Seller's or the subcontractor's employees and property in the delivery of the Raw Materials.

18.2. The Seller shall maintain insurance coverage:

- i) against the liabilities referred to in clause (17.1.ii); and
- ii) unless stated otherwise in the Purchase Order/ Contract shall provide to the Buyer, on demand, valid certificates of insurance in respect of the required Raw Materials and in accordance with the relevant Incoterms as stated in the Purchase Order/ Contract .

18.3. The responsibility for insurance of the Raw Materials in transit shall lie with the Party stated in the Purchase Order/ .

19. FORCE MAJEURE

19.1. The Buyer reserves the right to defer the Delivery Date or payment or to cancel the Purchase Order/Contract or reduce the ordered quantities if it is prevented from or delayed in the carrying on of its business through any circumstances beyond its reasonable control due to any Force Majeure Event.

19.2. If a Party (the Affected Party) is prevented from, or delayed in, delivering Raw Materials by a Force Majeure Event:

- i) the Affected Party must give the other Party written notice of that fact within ten (10) Business Days after the start of the Force Majeure Event; and
- ii) the obligations of the Parties under the Purchase Order/Contract are suspended to the extent to which they are affected by the Force Majeure Event as long as the Force Majeure Event continues.

19.3. The Affected Party must use its best endeavors to remove, or relieve any effects of, any Force Majeure Event and to minimize the delay in the performance of the Affected Party's obligations under the Purchase Order/Contract caused by a Force Majeure Event.

19.4. When the Affected Party's obligations are no longer affected by the Force Majeure Event, the Affected Party must give notice of the cessation of the Force Majeure Event and recommence performance of all its obligations under the Purchase Order/Contract as soon as practicable and in any case no later than fifteen (15) days after the termination of the Force Majeure Event.

20. CLAIMS, GOVERNING LAW AND DISPUTE RESOLUTION

20.1. The Seller agrees to pay, discharge and hold the Buyer harmless from all liens, Claims (including legal fees and other expenses incidental thereto), judgments and awards which may arise out of or in connection with the execution of this Purchase Order/Contract. The Seller shall, at the Buyer's request, furnish proof satisfactory to the Buyer that all such liens, Claims, suits, judgments and awards have been satisfied or released.

20.2. The Buyer shall also have the right to make payment direct to any holder of such liens or claimant and such payments are to be reimbursed by the Seller on demand.

20.3. The Purchase Order/Contract and its interpretation shall be governed by the laws of the Emirate of Abu Dhabi and the Federal Laws of the United Arab Emirates.

20.4. The Parties shall exert every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them in respect of this Purchase Order/Contract.

- 20.5.** The relation between the Parties of this Purchase Order/Contract is based on goodwill and confidence. Hence, any dispute arising out of or in connection with this Purchase Order/Contract, which cannot be resolved amicably by way of direct informal negotiation within fifteen (15) days of the dispute having arisen, shall be referred to the sole jurisdiction of the Courts of Abu Dhabi.
- 20.6.** The Seller shall keep such contemporary records as may be necessary to substantiate any Claim.
- 20.7.** Within ten (10) Business Days after receiving a Claim, the Buyer shall respond with approval or disapproval, and/or shall request any necessary further particulars, with detailed comments.

21. ERRORS

- 21.1.** The Seller shall immediately notify the Buyer in writing of any error(s), omission(s), deficiency(s), ambiguity(s) or contradiction(s) in the Purchase Order/Contract and shall not commence or continue with delivery of the Raw Materials until written clarification from the Buyer has been obtained.

22. NOTICES

- 22.1.** All notices and other communications under this Purchase Order/Contract shall be given in writing and shall be served by receipted hand delivery, email, facsimile or registered mail to the addresses and contacts provided in the Purchase Order/Contract, or at such other address as may be notified by any Party to the other in the manner above provided.
- 22.2.** Any changes in addresses or numbers for notices shall be promptly notified. Unless otherwise stipulated hereunder, all notices sent by facsimile shall be effective as of the date specified on the transmission report (which indicates that the facsimile was sent in its entirety to the correct number) provided that a facsimile sent outside of business hours shall be deemed to have been received at the start of the next Business Day at the place of receipt. Notices by e-mail shall be effective as of the date received.

23. CONFIDENTIALITY AND PUBLICATION

- 23.1.** The Seller, at all times, shall keep secret and not disclose and shall procure that its Personnel keep secret and do not disclose any information obtained by reason of this Purchase Order/Contract except information which is not in the public domain otherwise by reason of a breach of this Purchase Order/Contract.
- 23.2.** The Seller shall not publish or permit to be published either alone or in conjunction with any other person any information, article, photograph, illustration or any material of whatever kind relating to this Purchase Order/Contract or the Buyer's business in general, without prior reference and written approval from the Buyer. Such consent shall apply to each specific application and relate only to that approved application.

24. ASSIGNMENT

- 24.1.** A Party cannot assign the Purchase Order/Contract or any right to receive payment under the Purchase Order/Contract without the prior written consent of the other Party.

25. CONFLICT OF INTEREST

- 25.1.** The Seller and its Personnel must not hold any office, possess any property; engage property; engage in any business, trade or calling; have calling; have any obligations by virtue of any contract, where by contract, whereby directly or indirectly, duties or interests are created in conflict with, or might appear to be created in conflict with, the Seller's duties and interests under the Purchase Order/Contract.
- 25.2.** The Seller must inform the Buyer of any matter which may give rise to a conflict at any time during the term.

26. GENERAL

- 26.1.** The relationship between the Parties is one of independent Seller and the Seller must not represent itself, and must ensure that its Personnel do not represent themselves, as being agents, servants, employees or representatives of the Buyer.
- 26.2.** Nothing in the Purchase Order/Contract is or will be taken as constituting the relationship of partners or joint ventures between the Parties or otherwise sharing risks or rewards or constituting a Party the agent, servant, employee or representative of the other Party.
- 26.3.** The Seller acknowledges and agrees that:
- in entering into the Purchase Order/Contract, the Seller does not, except to the extent expressly stated in the Purchase Order/Contract, rely on any representation, warranty, condition or other conduct which may have been made by the Buyer or its affiliates; and
 - the Seller has read the Purchase Order/Contract and has made all necessary and independent inquiries in relation to all matters relevant to the entry into, and the performance of its obligations under, the Purchase Order/Contract.
- 26.4.** The Seller acknowledges that nothing in the Purchase Order/Contract will be construed as limiting the Buyer's right to appoint other sellers to deliver the same Raw Materials or similar Raw Materials at any time in any circumstances.
- 26.5.** If the Seller is in Default, the Buyer may do one or more of the following upon notice to the Seller:
- withhold payments otherwise due to the Seller until the default is rectified by the Seller; or
 - set off any amount that is or may become owing to the Seller by the Buyer against any amount owing to the Buyer by the Seller.
- 26.6.** Clause 26.5 shall override any other document or agreement to the contrary and shall survive the expiry or termination of the Purchase Order/Contract.
- 26.7.** Subject to the express terms of the Purchase Order/Contract, a right may only be waived in writing, signed by the Party giving the waiver, and:
- no other conduct of a Party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
 - a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
 - the exercise of a right does not prevent any further exercise of that right or of any other right.
- 26.8.** Each Party must bear its own costs arising out of the negotiation, preparation and signing of the Purchase Order/Contract. The Buyer is exempted from all Taxes and liens, however, should this condition change, in connection with the delivery of Raw Materials, these must be borne by the Seller, including all UAE import duties and charges payable on equipment, components and materials imported by it into UAE for use in the delivery of the Raw Materials, and all anti-dumping, countervailing and other special duties. If at any time an applicable law obliges the Buyer to make a deduction or withholding in respect of Taxes from a payment to the Seller under the Purchase Order/Contract, the Buyer will make the deduction or withholding and the Buyer is not required to pay the Seller any amount to compensate for amounts deducted or withheld.
- 26.9.** Any matter that is not covered by this Purchase Order/Contract shall be decided by mutual agreement between the Parties.
- 26.10.** If the whole or any part of a provision of the Purchase Order/Contract is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of the Purchase Order/Contract has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of the Purchase Order/Contract or is contrary to public policy. Where a provision is prohibited or unenforceable, the Parties must negotiate in good faith to replace the invalid provision by a provision which is in accordance with the applicable Law and which must be as close

as possible to the Parties' original intent and appropriate consequential amendments (if any) will be made to the Purchase Order/Contract.

26.11. The Purchase Order/Contract and attached Schedules, when applicable, constitute the entire agreement between Buyer and the Seller in relation to its subject matter. The Buyer and the Seller agree that there are no extraneous agreements, representations or undertakings either express or implied affecting the Purchase Order/Contract. Any amendment hereto shall be mutually agreed upon in writing.

27. SANCTIONS

27.1. Neither the Seller nor, to the actual knowledge of Seller, any of its directors or other officers:

- a) is a Restricted Party; or
- b) has received notice, or is aware, of any claim, action, suit, proceeding or investigation brought or commenced against such person by any Sanctions Authority with respect to Sanctions.

27.2. Notwithstanding anything to the contrary, the Buyer disclaims liability for delay, non-return of documents, non-payment, or other action or inaction compelled by restrictive measures, counter-measures or sanctions laws or regulations mandatorily applicable to the parties in the relevant transaction.

27.3. The Buyer will not affect a transfer (if applicable) or make any payment to any person who is listed on sanctions list, nor to any person with whom the Seller is prohibited from engaging in transactions under applicable anti-money laundering laws or sanctions laws.

27.4. The Buyer processes transactions in accordance with local and international laws and regulations, and reserves the right to additionally comply with foreign sanctions. Consequently, the Buyer reserves the right to process at our sole discretion documents issued by or showing any involvement of parties sanctioned by any competent authority or containing any information thereon, and without any liability on the part of the Buyer.

27.5. The Buyer reserves the right to immediately terminate the Contract in case of any breach of Sanctions.

28. INFORMATION SECURITY

28.1. Right to Audit. The Seller shall grant the Buyer or its authorized representatives the right to conduct periodic audits and assessments of the Seller's cybersecurity controls, policies and practices related to the services provided under the Contract. Such audits may include, but are not limited to, on site inspections, review of documentation, and interviews with relevant personnel.

28.2. Adherence to the Buyer's policies: The Seller shall adhere to all of the Buyer's policies, including any policies related to cybersecurity, data protection, access control, incident response, and acceptable use of information systems. The Seller shall ensure that its employees and subcontractors are aware of and comply with these policies throughout the duration of the Contract.

28.3. Security Awareness Training: The Seller shall provide regular security awareness training to its employees and subcontractors who have access to the Buyer's data or information systems.

28.4. Compliance with Regulatory Requirements: The Seller shall ensure compliance with all applicable local/international laws and regulations related to cybersecurity and data privacy.

28.5. Data Sharing: The Seller shall not disclose any data to other third parties or subsidiaries shared by the Buyer during the term of the Contract. Any transfer or sharing of data or information with third parties, contractors, or subsidiaries must be explicitly authorized by the Buyer prior to execution.

ISSUE HISTORY

Issue	Date	Pages	Revision
1	10.12.2017	All	First Issue
2	25.03.2018	All	Second Issue
3	01.08.2018	All	Third Issue
4	05.07.2020	Logo	Fourth Issue
5	24.06.2021	1, 2, 4, 5, 6, 10, 13, 26	Fifth Issue
6	02.04.2024	Cl 28, Sanctions Cl29 IA	Sixth Issue