

INTERPRETATION

1.1. Definitions

The following definitions shall apply to the Contract:

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

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

Commencement Date means the date the Works commences, as set out in the Purchase Order(s).

Completion Date means the date the Contractor shall complete the Works, as set out in the Purchase Order(s).

Confidential Information means any information (in whatever form including but not limited to electronic mail) or Documentation that relates to the business, affairs or activities of the Party giving information. Information existing in the public domain (including information contained on the internet and social media forums) shall not be considered as being confidential.

Contract means this agreement between Emirates Steel and the Contractor for the performance of the Work(s) and any other document the Parties agree to be part of the Contract.

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

Contract IP means the Intellectual Property that is developed specifically in connection with or related to the Contract.

Contractor is defined in the Contract Details.

Contractor Equipment means any equipment owned or leased by the Contractor, or any substituted equipment, which is provided at any time by the Contractor for the purposes of the Contract.

Contract Price shall mean the lump sum price mentioned in Schedule 2 to be paid to the Contractor by Emirates Steel for the Works to be performed in accordance with this Contract.

Contractor's Representative means the person specified in the Contract Details or a person the Contractor may otherwise advise Emirates Steel in writing is its representative.

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

Documentation includes contracts, plans, designs, patterns, drawings, calculations, engineering information, data, specifications, sketches, notes, samples, reports, maps, accounts, invoices, software, source code, manuals and any other material specified in, or created as a result of the performance of the obligations under the Contract (and whether embodied in tangible or electronic form)

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

Emirates Steel is defined in the Contract Details.

Emirates Steel Environmental, Health and Safety Standards means:

- i) all of Emirates Steel's environment, health or safety guidelines, standards, policies, regulations, manuals, procedures or other references identified in force at the Effective Date;
- ii) any other document referred to in the guidelines, standards, policies, regulations, manuals, procedures or other references identified in force at the Effective Date; and

- iii) any new, replaced, amended or revised guidelines, standards, policies, regulations, manuals, procedures or other references notified by Emirates Steel to the Contractor.

Emirates Steel Policies means:

- i) the policies and procedures of Emirates Steel that exist when the Contract is entered into, and which are applicable to the performance of the Contractor's obligations under the Contract;
- ii) any other document referred to by the policies and procedures of Emirates Steel identified in Schedule to the Contract; and
- iii) any new or revised policies and procedures that come into existence after the Contract is entered into, and notified by Emirates Steel to the Contractor (if any).

Emirates Steel's Representative means the person specified in the Contract Details or a person Emirates Steel may otherwise advise Contractor in writing is its representative.

Existing IP means the Intellectual Property of a Party that:

- i) is in existence at the date of signing the Contract; or
- ii) comes into existence after the date of signing the Contract other than in connection with the Contract and is necessary for, or used in the performance of, that Party's obligations under the Contract.

Force Majeure Event means any occurrence or omission after the Commencement Date as a direct result of which the Party relying on it is prevented from performing any of its obligations under the 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 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 Contractor's premises), action or inaction by a Governmental Agency, or a failure of a public utility.

Goods/Services Receipt Note means the document issued by Emirates Steel to Contractor denoting that Contractor has fully or partially completed the Works, as the case may be, in respect to the Purchase Order.

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 Contractor 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.

Insolvency Event means, for a person, being in liquidation or provisional liquidation or under administration, in accordance with the applicable laws and have failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason, taking any step that could result in the person becoming an insolvent under administration, entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors, or any analogous event under the law of any applicable jurisdiction.

Intellectual Property means all present and future rights conferred by statute, common law, equity or otherwise by law, anywhere in the world in or in relation to copyright, trademarks, designs, patents, circuit layouts, plant varieties, business and domain names, inventions, patterns and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registerable, registered or patentable and includes moral rights and all

other intellectual property rights as defined by Article 2 of the World Intellectual Property Organization Convention of July 1967.

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

Party or Parties means either Emirates Steel or the Contractor or both of them as the context may require.

Personnel means:

- i) in relation to the Contractor, any of its employees, Subcontractors, agents and representatives involved either directly or indirectly in the performance of the work under the Contract; and
- ii) in relation to Emirates Steel or its sister companies and subsidiaries, any of its officers, employees, agents or representatives.

Purchase Order means any order placed pursuant to the Scope of Works, set forth in Schedule 1.

Rates and Prices means the rates and prices for the Works as specified in Schedule 2 of the Contract.

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).

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.

Site means the site or sites specified in Schedule 1 of the Contract.

Specifications means the specifications for the Work(s) specified in Schedule 1 of the Contract (if any).

Subcontractor means any person engaged or employed by the Contractor to perform any of its obligations under the Contract.

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.

Term means the duration of the Contract commencing on the Effective Date and ending on the earlier of:

- i) the date the Contract is terminated; and
- ii) the date the Contractor's obligations are satisfactorily completed as set forth in the Contract, including the Warranty Period (if any).

Terms and Conditions – Services/ Works means these general terms and conditions.

UAE means the United Arab Emirates.

Value Added Tax (VAT) means any Value Added Tax and/or similar tax upon goods and/or services payable to any authority in respect of transactions under the Contract.

Warranty Period means the period of time during which the Contractor shall remain liable for the remedy of defects in the Works including deliverables, as stated in the Contract Details.

Works means all the activities and work to be performed and rendered by the Contractor pursuant to the terms of this Contract, as set out in Schedule 1, and as reasonably required to complete the Works.

1.2. Rules for interpreting the Contract

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 United Arab Emirates Dirham.
- ix) A singular word includes the plural, and vice versa.
- x) A word which suggests one gender includes the other genders.

2. CONTRACT AND ORDER OF PRECEDENCE

2.1. The Parties acknowledge and agree that the following are incorporated into, and form part of, the Contract and to the extent there is any inconsistency between any provisions forming part of the Contract the descending order of precedence is:

- i) Special Conditions of Contract set out in Schedule to the Contract;
- ii) these Terms and Conditions for Services/ Works;
- iii) the Contract Details;
- iv) Schedules 1, 2 and 3;
- v) any other document the Parties expressly agree forms part of the Contract.

3. SCOPE OF WORKS

3.1. The Contractor shall perform the Works as set out in Schedule 1.

3.2. The Contractor must, as required:

- i) comply with any reasonable and lawful direction of Emirates Steel relating to the performance of the Works;
- ii) attend and participate in meetings with Emirates Steel and Emirates Steel Personnel as reasonably required by Emirates Steel;
- iii) provide information and report to Emirates Steel, in writing if required, in relation to any aspect of the Works as reasonably required by Emirates Steel;
- iv) produce evidence to Emirates Steel of accreditation, registration, licensing or other Government Authorizations in accordance with the requirements of the Contract or as required by Emirates Steel.

4. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

4.1. The Contractor represents and warrants that:

- i) it has full legal capacity and power to enter into the Contract and carry out the transactions that the Contract contemplates; and
- ii) it holds each authorization that is necessary or desirable to:
 - (a) perform the Works under the Contract, including any Government Authorizations required under any applicable law; or
 - (b) enable it to properly execute the Contract and to carry out the transactions that the Contract contemplates, and it is complying with any conditions to which any of these authorizations is subject.
- iii) it has the experience and capability, including sufficient and competent Personnel to perform the Works efficiently, expeditiously and economically;
- iv) it is legally entitled to use any of the Contractor's Existing IP used by it in connection with the Works;
- v) it shall continuously furnish skilled and experienced Personnel to perform the Works;
- vi) it shall perform the Works with skill and diligence and in a professional and careful manner and shall adopt a standard for the Works that is no less than the generally accepted industry standard;
- vii) it shall abide by the laws;
- viii) it shall abide by Emirates Steel Environment Health and Safety Standards as set out in this Contract and as updated and communicated to Contractor from time to time;
- ix) the Works shall be performed in accordance with the requirements and conditions of this Contract;
- x) any product, equipment, component or service comprising the Works or part of the Works shall at the time of delivery to Emirates Steel be fit for the purposes for which it is intended as set forth in this Contract and
- xi) the Works as delivered will operate without error relating to data, specifically including but not limited to any error relating to calculations, sorting, interpretation, processing or acceptance of date which represents or references different centuries or more than one century, provided that all hardware, firmware, software and other products or services used in conjunction with Contractor's product or service properly exchanges accurate and properly formatted date data with the product or service.

5. CONTRACTOR'S OBLIGATIONS

- 5.1. Contractor shall perform the Works in strict adherence to this Contract and shall comply with and adhere strictly to Emirates Steel's policies, instructions and directions on any matter concerning the Works. The foregoing shall not limit the Contractor's duty to exercise care and diligence, or in any way relieve Contractor of its obligations and liabilities as expressed in this Contract.
- 5.2. Contractor shall employ only competent and skilled Personnel to undertake the Works. Subject to all other provisions of this Contract, Contractor shall use its best efforts to ensure that all such Personnel continue in the functions and responsibilities to which they are assigned as long as is necessary to achieve proper completion of the Works. When a change in Contractor's Personnel assigned to perform the Works is legitimately required, Contractor shall obtain prior written approval to assign replacement Personnel.
- 5.3. Except with the prior written consent of Emirates Steel, the Contractor must not allow any person other than Emirates Steel's Personnel or the Contractor's Personnel to enter the Site.
- 5.4. Emirates Steel may (and may instruct the Contractor to) remove from, or refuse entry to, the Site any person including a person who is:
 - i) incompetent or negligent in the performance of work in relation to the Works;
 - ii) engaged in activities which are contrary or detrimental to the interests of Emirates Steel; or
 - iii) not complying with any Emirates Steel Environmental, Health and Safety Standards or any Emirates Steel Policies.
- 5.5. Any exercise of Emirates Steel's rights under clause 5.4 is not a repudiation of the Contract and the Contractor must promptly provide a suitable replacement for a person removed from, or refused entry to, the Site.
- 5.6. Contractor shall ensure that Contractor's Personnel conform in all matters with the applicable laws and are familiar with and conform to all Emirates Steel Environmental, Health and Safety Standards or any Emirates Steel Policies relating to and governing the conduct, health, safety at work, environmental protection, security, confidentiality and secrecy, fire, accident, risk and any other specific matters as may affect Contractor's Personnel at the Site or any other locations to which Contractor's Personnel may be assigned.
- 5.7. Contractor shall be responsible for ensuring that Contractor's Personnel are fully aware of and abide by all the terms and conditions of this Contract.
- 5.8. Contractor shall ensure that all written and oral representations and facts relating to Contractor's Personnel that are provided by Contractor shall be materially correct. Upon request by Emirates Steel, Contractor shall show satisfactory proof of the qualifications, work history and references of Contractor's Personnel. If after deployment of Works, the qualification and experience of Contractor's Personnel are subsequently found to be false; Contractor shall remove such Personnel from the worksite immediately at Contractor's expense.
- 5.9. Contractor shall forthwith replace, at Contractor's sole expense, any such Personnel removed from the worksite with suitable, qualified and experienced Personnel.
- 5.10. Contractor shall arrange deployment of Contractor's Personnel as and when required to complete the Works. Such arrangements shall include travel, visa, work permits, passports, health certificates and all other things, of whatever nature, necessary for the successful deployment of Contractor's Personnel. Contractor shall also ensure that all such documentation remain at Contractor's offices for the whole period of assignment of Contractor's Personnel. Emirates Steel shall be permitted reasonable access to audit and review such documentation from time to time. Contractor shall at no cost to Emirates Steel be responsible for the medical welfare of its Personnel including, but not limited to, periodic medical examinations, arrangements for medical attendance, treatment or hospitalization if and when necessary. Contractor will arrange suitable insurance coverage for such contingencies. Emirates Steel shall allow Contractor Personnel access to Emirates Steel clinic.

In case of emergency or injuries at the Site, Emirates Steel shall arrange transport to move the Contractor's ill or injured Personnel to the hospital. Upon arrival in hospital, Contractor shall assume full care of its Personnel.

- 5.11.** Contractor shall advise Emirates Steel immediately in writing of any labor dispute or anticipated labor dispute that may be expected to affect Contractor's performance of the Works.
- 5.12.** As the Works progresses, Contractor shall continually review and control the scheduling plan to meet the timing objectives set out in this Contract. Contractor shall advise Emirates Steel of the status of the Works from time to time.
- 5.13.** Contractor shall at all times during performance of the Works cooperate with Emirates Steel's Personnel. The Contractor and its Personnel must not delay or disrupt the work or activities of Emirates Steel.
- 5.14.** Contractor shall have in place and implement, a quality assurance program, which conforms with generally, accepted international industry standards for the Works. The documented program shall include procedures for inspection activities.

6. EMIRATES STEEL'S OBLIGATIONS

- 6.1.** Emirates Steel shall facilitate the performance of the Works by timely providing to the Contractor any documentation, data, information, approvals and permit as may be required to be in the name of Emirates Steel.

7. COMMENCEMENT, COMPLETION AND DELAYS

7.1. Commencement of Works

The Contractor shall commence the Works immediately on the Commencement Date, and shall then proceed with due expedition and without delay.

7.2. Completion Date

The Contractor shall complete the Works by the Completion Date. The Works shall be considered complete when they have been completed in accordance with the Purchase Order as evidenced by the issue of the Goods/Services Receipt Note(s).

7.3. Completion of the Works

The Contractor may apply for the Goods/Services Receipt Note when he believes the Works to be partially or fully complete in accordance with the Purchase Order. Emirates Steel shall, after receiving the Contractor's application:

- i) issue Goods/Services Receipt Note to the Contractor, stating the date on which the Works were partially or fully completed in accordance with the Purchase Order; or
- ii) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Goods/Services Receipt Note to be issued. The Contractor shall then complete this work before issuing a further notice under this clause.

7.4. Delay Damages

In case of where the Contractor fails to complete the Works by the stipulated Completion Date, then unless such failure is due to Force Majeure and/or due to Emirates Steel's fault, the Contractor shall pay to Emirates Steel as delay damages an amount equivalent to the percentage stated in the Contract Details per period stated in the Contract Details (or part thereof) of the value of the delayed Works/Purchase Order with maximum limit as stated in the Contract Details of the total value of the respective Purchase Order. These damages shall not relieve the Contractor from its obligation to complete the Works, or from any other duties, obligations or responsibilities which the Contractor may have under this Contract.

8. TESTING, INSPECTION AND REJECTION OF THE WORKS

8.1. Right to test, inspect and reject/appoint other Contractors

- i) Emirates Steel may appoint a third party for the purpose of auditing and advising Emirates Steel in matters pertaining to safety and quality assurance. Emirates Steel and its authorized representative shall have access to and shall have the right to inspect and audit all records relating to or bearing upon the Works.
- ii) Emirates Steel or its authorized representative(s) shall have the right to inspect Contractor's tools and equipment, if applicable, at any time during the progress of the Works. If any tool or item of equipment is, in the opinion of Emirates Steel or its authorized representative, unsafe, or not fit for purpose, Contractor shall repair or replace it with a safe and capable tool or item of equipment at Contractor's expense. The foregoing shall not relieve Contractor of its responsibility for safety related to tools and equipment.
- iii) The Contractor agrees that Emirates Steel or its designated agent has the right, during business hours and upon reasonable notice, to inspect the Works while in any stage of performance.
- iv) Emirates Steel's or its designated agent's inspection or testing does not relieve the Contractor of any obligations under the Contract.
- v) If in Emirates Steel's reasonable opinion the Works:
 - (a) are defective;
 - (b) fail to conform to the Contract;
 - (c) fail to comply with a warranty given by the Contractor;

Emirates Steel may give notice requiring the Contractor to remedy the Works which are the subject of the non-conformance within a period agreed by the Parties at no additional cost to Emirates Steel.

8.2. Without prejudice to all its other rights under this Contract or law, should Contractor fail to perform the Works or part thereof as aforesaid or, within a reasonable period, fail to make good any defect after receiving notice from Emirates Steel, Emirates Steel shall be entitled to have the Works or part thereof, as the case may be, carried out by its own Personnel or by another Contractor appointed by Emirates Steel. Emirates Steel shall be entitled to recover from Contractor the total extra cost to Emirates Steel from any monies due or which may become due to Contractor. If there are no or insufficient monies available, Contractor shall reimburse Emirates Steel within thirty (30) days after receiving Emirates Steel invoicing for all such costs.

9. VARIATIONS

9.1. Emirates Steel shall have the right to order any variation to the Works. Such variations may include additions, deletions, substitutions or any other alterations including changes in the execution program. Variations shall not vitiate or invalidate the Contract. Contractor shall, upon receipt of an order for a variation, promptly advise Emirates Steel of any effect thereof on the provisions of the Contract, the performance of the Works, or upon the Contract's execution program. Should the variation result in an increase or decrease in the Contract Price, Contractor shall promptly prepare and submit to Emirates Steel for its agreement an estimate of the increase or decrease utilizing for such purpose any prices and rates contained in the Contract.

- 9.2.** Upon receipt of such an order issued by Emirates Steel Contractor 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 Emirates Steel may establish such basis for adjustment of the Contract Price and associated payment provisions as Emirates Steel shall deem reasonable having due regard to all the circumstances.
- 9.3.** Variations shall be ordered in writing except that Emirates Steel may give oral instructions for immediate implementation by Contractor wherein the safety or integrity of the Works is at risk. In any such instance, Emirates Steel shall promptly confirm its instructions in writing.

10. SUBCONTRACTORS

- 10.1.** The Contractor must not subcontract the Works to be performed under the Contract without the prior written approval of Emirates Steel.
- i) In giving written approval Emirates Steel may, in its absolute discretion, impose any terms and conditions as it considers appropriate.
- ii) The Contractor remains fully responsible to Emirates Steel for the Works even though the Contractor may have subcontracted the performance of any part of the Contract and subcontracts must be subject to the terms and conditions of the Contract (to the extent they apply).
- iii) A breach or failure to perform any subcontract does not excuse the Contractor from performance of the Contract in accordance with its terms nor will it affect the liability of the Contractor under the Contract.

11. PRICE

- 11.1.** The Works are performed by the Contractor for Emirates Steel for the Price described in Schedule 2.
- 11.2.** The Price is inclusive of all local applicable Taxes (except Value Added Tax).
- 11.3.** Emirates Steel is not liable for any liabilities incurred by the Contractor in performing its obligations under the Contract, except as expressly provided in the Contract.
- 11.4.** Except as expressly provided in the Contract, the Price will be the Contractor's sole remuneration for the Works and the performance of the Contractor's obligations under the Contract.
- 11.5. Value Added Tax (VAT)**
- 11.5.1. All amounts expressed to be payable under the Contract by Emirates Steel to the Contractor 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 Contractor to any Party under the Contract and the Contractor is required to account to the relevant tax authority for VAT on that supply, that Party must pay to the Contractor (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 Contractor if earlier) an amount equal to the amount of that VAT (and the Contractor must promptly provide an appropriate VAT invoice to that Party where so required to by law).
- 11.5.2. Where the Contract requires Emirates Steel to reimburse or indemnify the Contractor for any cost or expense, Emirates Steel shall reimburse or indemnify (as the case may be) the Contractor for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such the Contractor reasonably determines that it is entitled to credit or repayment in respect of such VAT from the relevant tax authority.
- 11.5.3. In relation to any supply made by the Contractor to Emirates Steel under the Contract, the Contractor must promptly provide Emirates Steel with details of the Contractor's VAT registration and such other information as is reasonably requested in connection with Emirates Steel's VAT reporting requirements in relation to such supply.

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

12. INVOICING AND PAYMENT

Emirates Steel will pay the Contractor the Price for Works performed in accordance with the Contract and as per terms specified in Schedule 2 upon presentation of:

- i) Contractor'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 Contractor's address and contact details;
 - (c) a description of the Works being invoiced and the amount due to the Contractor with the basis of its calculation, together with substantiation and supporting documents, as may be required; and
 - (d) the Contractor'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 provides for payment for the Works to be in more than one installment, the Contractor must provide Emirates Steel with a separate invoice for each installment and each invoice must include the VAT number.

13. ENVIRONMENTAL, HEALTH AND SAFETY

13.1. When performing its obligations under the Contract, the Contractor must at all times comply with and ensure that the Contractor's Personnel comply with:

- i) all applicable laws;
- ii) all Emirates Steel Environmental, Health and Safety Standards; and
- iii) all Government Authorizations.

13.2. The Contractor must comply with each Governmental Notice issued in respect of, arising from or relating to the performance by the Contractor of its obligations under the Contract, whether the Governmental Notice is served on Emirates Steel or the Contractor.

13.3. The Contractor indemnifies and releases Emirates Steel 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 his activities, at any time during or after the term of the Contract.

13.4. As per this clause, if any Health and Safety related incident on Site resulting in property damage, minor and or lost time injury is caused due to negligence or reasons attributable to the Contractor, its Personnel or its Subcontractor(s), then, the Contractor shall pay to Emirates Steel by way of liquidated damages for each and every such incident, an amount of five percent (5%) of its total invoice amount payable during the month the

accident occurred, or five percent (5%) of the total Contract Price, whichever is greater. In case the total number of such accidents exceeds two (2) during the period of the Contract, Emirates Steel may, without prejudice to its right under clause 18 (Termination) of the Terms and Conditions – Services/ Works, elect to terminate the Contract. These damages shall not relieve the Contractor from its obligations to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

13.5. In case of any Health and Safety violation, Emirates Steel shall apply the liquidated damages as stipulated in the Service Level Agreement (SLA) included in the Purchase Order/Contract. In case the total number of such violations exceeds three (3) during a period of one month, Emirates Steel may, without prejudice to its right under clause 18 (Termination) of the Terms and Conditions – Services/ Works, elect to terminate the Contract.

14. WARRANTY

14.1. Contractor shall provide a Warranty Period (whenever applicable) as stated in the Contract Details.

14.2. The Contractor shall be responsible for remedying at its sole risk and cost any defects that may arise from the Works during the Warranty Period.

14.3. If any defects which Contractor is obliged to remedy under this clause are not remedied within a reasonable time or circumstances render it impracticable for Contractor to do the same, Emirates Steel may do so or authorize others to do the same, and Contractor shall reimburse Emirates Steel for all costs arising therefrom.

14.4. Emirates Steel shall notify the Contractor of such situation(s) within seven (7) Business Days of Emirates Steel becoming aware of the defect(s).

15. INDEMNITY

15.1. The Contractor acknowledges that, if it enters the Site, it does so at the Contractor's own risk. The Contractor must ensure that its Personnel are also aware that they enter the Site at their own risk.

15.2. Subject to this clause, the Contractor will indemnify (and will keep indemnified) Emirates Steel 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 Contractor or its Personnel arising out of or in any way related to the 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 Emirates Steel in exercise of its rights or the Contractor's performance of its obligations under the Contract infringes that person's Intellectual Property; and
- iv) any penalty imposed for breach of any applicable law in connection with the Works.
- v) any case of fraud, willful misconduct or gross negligence.

15.3. The Contractor's liability under this clause is reduced proportionately but only to the extent that the Contractor establishes that the liability was directly caused by Emirates Steel's gross negligence or willful misconduct or by way of fraud. The Contractor shall not be liable to Emirates Steel 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 Emirates Steel in connection with this Contract other than under clause 15.2 v) (Indemnity).

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

15.5. Each indemnity in the Contract is a continuing obligation separate and independent from the Contractor's other obligations and survives termination of the Contract.

15.6. It is not necessary for Emirates Steel, or its Personnel to incur expense or make payment before enforcing a right of indemnity conferred by the Contract.

16. INSURANCE

- 16.1.** Emirates Steel will maintain insurance policies protecting the employees and property of Emirates Steel as it deems necessary. The Contractor and its subcontractors are responsible for the associated risk in respect to all of the Contractor's or the subcontractor's employees and property in implementation of the Contract.
- 16.2.** Unless otherwise agreed with Emirates Steel in writing, the Contractor must effect and maintain throughout the Term at its own expense at least the following insurance coverage (Contractor Insurance):
- i) Construction All Risk insurance cover up to the Contract Price extending to cover Emirates Steel's Existing and Surrounding Property in the amount of no less than AED 2,000,000 any one occurrence and in the aggregate together with Third Party Liability for no less than AED 2,000,000 any one occurrence. The policy should be endorsed to note Emirates Steel as an additional insured;
 - ii) workmen's compensation insurance in accordance with the laws of Abu Dhabi and the United Arab Emirates together with insurance in respect of any common law liability of an employer to an employee;
 - iii) professional indemnity insurance in respect of any liability incurred by the Contractor (including to Emirates Steel) of at least AED 1,000,000 in respect of each and every claim as a result of any act or omission of the Contractor in the course of performing the Contract and until not less than three (3) years after the latter of:
 - (1) the termination of the Contract;
 - (2) the expiry of the Contract; or
 - (3) the completion of the Contractor's obligations under the Contract
 - iv) motor insurance in respect of vehicles registered for use on public roads, liability coverage in respect of property damage of at least AED 2,000,000 in respect of each and every claim.
 - v) Medical Insurance - Medical insurance in accordance with the competent authorities' legislation covering the Contractor's employees, agents and servants entering into or working within the premises of Emirates Steel.
- 16.3.** The Contractor must ensure that its sub-contractors have the benefit of, or effect and maintain insurances similar to, the Contractor Insurances.
- 16.4.** To the extent that the Contractor and its subcontractors maintain insurance coverage in excess of the requirements of clause 16.2, Emirates Steel is entitled to the benefit of that excess coverage.
- 16.5.** The Contractor must provide Emirates Steel with evidence of the insurance required under this Clause 16, including certification of its currency and coverage, on request by Emirates Steel.
- 16.6.** This clause 16 shall survive the expiry or earlier termination of the Contract.

17. FORCE MAJEURE

- 17.1.** If a Party (the Affected Party) is prevented from, or delayed in, performing the Contract 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 Contract are suspended to the extent to which they are affected by the Force Majeure Event as long as the Force Majeure Event continues.
- 17.2.** 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 Contract caused by a Force Majeure Event.
- 17.3.** 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 Contract as soon as practicable and in any case no later than fifteen (15) days after the termination of the Force Majeure Event.

18. TERMINATION

18.1. Termination without Cause

- i) Emirates Steel shall have the right to terminate the performance of the Works under this Contract in whole or in part if Emirates Steel deems such a termination may be in the interest of Emirates Steel. In the Event that Emirates Steel decides to terminate the performance of the Works or any part thereof it may do so by giving (30) thirty days written notice of termination to the Contractor specifying the extent of termination and the effective date.
- ii) After the receipt of a notice of termination as above, and unless otherwise directed by Emirates Steel in writing, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any payments due under this clause:
 - (a) stop the Works as specified in the notice;
 - (b) complete the performance of the Works that is not terminated, or
 - (c) if requested by Emirates Steel, provide a written report stating in detail the part of work completed up to the date of termination.
- iii) Emirates Steel and the Contractor shall agree upon the payment to be made to the Contractor as a result of the termination specified herein. In such case, Emirates Steel shall only be liable to pay to the Contractor the costs incurred in completing the Works till the date of notice of termination. Other than the factually incurred costs until the end of this Contract, no claims for costs and/or damages of whatsoever type shall be payable as a result of the termination. Emirates Steel shall not be liable for any loss, claims, damages, fees liabilities, costs or expenses (whether direct, indirect, economic, financial, consequential, "including without limitation loss of profit, loss of goodwill, loss of sales revenue, loss of Contract and loss of opportunity" or otherwise) suffered by the Contractor other than the proportion of the price payable for the Works as relates to the work properly and satisfactory carried out or where the Works are charged on a time basis, for the time properly and necessarily spent on the Works prior to termination.

18.2. Termination with Cause

- i) Notwithstanding the provision of this Contract, Emirates Steel shall have the right to terminate this Contract for default either in whole or in part by giving thirty (30) days written notice to the Contractor to that effect if the Contractor:
 - (a) fails to perform its obligations within the specified time specified in this Contract;
 - (b) fails to demonstrate sufficient progress in delivering the Works under the provisions of the Contract;
 - (c) commits any fundamental breach to the provisions of this Contract;
 - (d) tries to deceive or defraud in his dealing with Emirates Steel;
 - (e) became bankrupt or insolvent or commits any act that may cause him to become bankrupt or insolvent;
 - (f) assigns this Contract or any part thereof without the written consent of Emirates Steel;
 - (g) does not cure such failure or breach within ten (10) working days, or after receipt of the notice from Emirates Steel specifying the failure or breach.
- ii) If Emirates Steel terminates this Contract for default in whole or in part, it shall have the right to procure under the terms and manners Emirates Steel considers appropriate, Work(s) similar to those terminated, and the Contractor shall be liable to Emirates Steel for all excess costs for procuring those Work(s), as well as all administrative costs incurred by Emirates Steel in connection with the Contractor's default. However, the Contractor shall continue to perform any part of the Work(s), which is not terminated.
- iii) Emirates Steel shall only be liable to pay to the Contractor the costs incurred in completing the Works till the date of notice of termination, as specified in clause 18.1 (iii).
- iv) The rights and remedies of Emirates Steel under this Contract are in addition to any other rights and remedies provided by law, including but not limited to Emirates Steel's rights to demand repayment of any payments made to the Contractor or reject parts of the Works.

19. INTELLECTUAL PROPERTY

- 19.1. The Parties acknowledge and agree that each Party remains the owner of its Existing IP and that nothing in the Contract prevents, limits or restricts each Party's subsequent use or exploitation of its own Existing IP.

- 19.2.** The Contractor agrees that all Contract IP will be vested in Emirates Steel and will be Emirates Steel's property as and when created and the Contractor assigns all rights, title and interest in the Contract IP to Emirates Steel. The Contractor must do all things necessary and must ensure that its Personnel do all things necessary to comply with this clause. Pending the assignment of all rights, title and interest in the Contract IP to Emirates Steel, the Contractor holds the Contract IP on trust for Emirates Steel.
- 19.3.** Emirates Steel grants the Contractor a non-exclusive, non-transferable, royalty free, revocable license to use the Contract IP and Emirates Steel's Existing IP for the sole purpose of performing its obligations under the Contract.

20. CONFIDENTIAL INFORMATION AND PUBLICATION

- 20.1.** The Contractor, at all times, shall keep secret and not disclose and shall procure that its Personnel keep secret and do not disclose any information and/ or Documentation obtained by reason of this Contract. This shall not apply to any information which is in or enters the public domain other than by reason of a breach of this Contract or information required by law.
- 20.2.** The Contractor shall not publish or permit to be published either alone or in conjunction with any other person any Documentation, information, article, photograph, illustration or any material of whatever kind relating to this Contract or Emirates Steel's business in general, without prior reference and written approval from Emirates Steel. Such consent shall apply to each specific application and relate only to that approved application.

21. AMENDMENT AND ASSIGNMENT

21.1. Amendment

The Contract can only be amended, supplemented, replaced or novated in writing and signed by the Parties.

21.2. Assignment

A Party cannot assign the Contract or any right to receive payment under the Contract without the prior written consent of the other Party.

22. CONFLICT OF INTEREST

- 22.1.** The Contractor 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 Contractor's duties and interests under the Contract.
- 22.2.** The Contractor must inform Emirates Steel of any matter which may give rise to a conflict at any time during the Term.

23. CLAIMS, GOVERNING LAW AND DISPUTE RESOLUTION

- 23.1.** The 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.
- 23.2.** The Parties shall exert every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them in respect of this Contract.
- 23.3.** The relation between the Parties of this Contract is based on goodwill and confidence. Hence, any dispute arising out of or in connection with this 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.

- 23.4.** If the Contractor considers himself to be entitled to an extension to the Completion Date or any additional payment, under any clause or otherwise, the Contractor shall give notice together with a fully detailed claim to the Emirates Steel as soon as practicable after the event or circumstance giving rise to the claim. The Contractor shall also submit any other notices which are required by this Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
- 23.5.** The Contractor shall keep such contemporary records as may be necessary to substantiate any claim.
- 23.6.** Within ten (10) Business Days after receiving a claim, Emirates Steel shall respond with approval or disapproval, and/or shall request any necessary further particulars, with detailed comments.

24. NOTICES

- 24.1.** All notices and other communications under this 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 Contract Details, or at such other address as may be notified by any Party to the other in the manner above provided.
- 24.2.** 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.

25. GENERAL

- 25.1.** The relationship between the Parties is one of independent Contractor and the Contractor must not represent itself, and must ensure that its Personnel do not represent themselves, as being agents, servants, employees or representatives of Emirates Steel.
- 25.2.** Nothing in the 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.
- 25.3.** The Contractor acknowledges and agrees that:
- i) in entering into the Contract, the Contractor does not, except to the extent expressly stated in the Contract, rely on any representation, warranty, condition or other conduct which may have been made by Emirates Steel or any person purporting to act on behalf of Emirates Steel; and
 - ii) the Contractor has read the 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 Contract.
- 25.4.** The Contractor acknowledges that nothing in the Contract will be construed as limiting Emirates Steel's right to appoint other agencies to perform the same Works as or similar Works from a third party at any time in any circumstances.
- 25.5.** If the Contractor is in Default, Emirates Steel may do one or more of the following upon notice to the Contractor:
- i) withhold payments otherwise due to the Contractor until the Default is rectified by the Contractor; or
 - ii) set off any amount that is or may become owing to the Contractor by Emirates Steel against any amount owing to Emirates Steel by the Contractor.
- 25.6.** Clause 25.5 shall override any other document or agreement to the contrary and shall survive the expiry or termination of the Contract.

- 25.7.** Subject to the express terms of the Contract, a right may only be waived in writing, signed by the Party giving the waiver, and:
- i) 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;
 - ii) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
 - iii) the exercise of a right does not prevent any further exercise of that right or of any other right.
- 25.8.** Each Party must bear its own costs arising out of the negotiation, preparation and signing of the Contract. All Taxes imposed or levied in UAE in connection with the performance of the Works must be borne by the Contractor, including all UAE import duties and charges payable on equipment, components and materials imported by it into UAE for use in the performance of the Works, and all anti-dumping, countervailing and other special duties. If at any time an applicable law obliges Emirates Steel to make a deduction or withholding in respect of Taxes from a payment to the Contractor under the Contract, Emirates Steel will make the deduction or withholding and Emirates Steel is not required to pay the Contractor any amount to compensate for amounts deducted or withheld.
- 25.9.** Any matter that is not covered by this Contract shall be decided by mutual agreement between the Parties.
- 25.10.** If the whole or any part of a provision of the Contract is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of the 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 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 Contract.
- 25.11.** The Contract and attached Schedules constitute the entire agreement between Emirates Steel and the Contractor in relation to its subject matter. Emirates Steel and the Contractor agree that there are no extraneous agreements, representations or undertakings either express or implied affecting the Contract.

26. SANCTIONS

- 26.1.** Neither the Contractor nor, to the actual knowledge of Contractor, 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.
- 26.2.** Notwithstanding anything to the contrary, Emirates Steel 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.
- 26.3.** Emirates Steel 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 Contractor is prohibited from engaging in transactions under applicable anti-money laundering laws or sanctions laws.
- 26.4.** Emirates Steel processes transactions in accordance with local and international laws and regulations, and reserves the right to additionally comply with foreign sanctions. Consequently, Emirates Steel 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 Emirates Steel.

26.5. Emirates Steel reserves the right to immediately terminate the Contract in case of any breach of Sanctions.

27. INFORMATION SECURITY

- 27.1.** Right to Audit: The Contractor shall grant Emirates Steel or its authorized representatives the right to conduct periodic audits and assessments of the Contractor'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.
- 27.2.** Adherence to Emirates Steel's policies: The Contractor shall adhere to all Emirates Steel's policies, including any policies related to cybersecurity, data protection, access control, incident response, and acceptable use of information systems. The Contractor shall ensure that its employees and subcontractors are aware of and comply with these policies throughout the duration of the Contract.
- 27.3.** Security Awareness Training: The Contractor shall provide regular security awareness training to its employees and subcontractors who have access to Emirates Steel's data or information systems.
- 27.4.** Compliance with Regulatory Requirements: The Contractor shall ensure compliance with all applicable local/international laws and regulations related to cybersecurity and data privacy.
- 27.5.** Data Sharing: The Contractor shall not disclose any data to other third parties or subsidiaries shared by Emirates Steel 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 Emirates Steel prior to execution.

ISSUE HISTORY

| Issue | Date | Pages | Revision |
|--------------|-------------|------------------------------------|-----------------|
| 0 | 29.06.2014 | All | First Issue |
| 1 | 23.06.2015 | All | Second Issue |
| 2 | 26.02.2017 | All | Third Issue |
| 3 | 10.12.2017 | All | Fourth Issue |
| 4 | 25.03.2018 | All | Fifth Issue |
| 5 | 05.07.2020 | Logo | Sixth Issue |
| 6 | 23.09.2020 | New clause 13.5 | Seventh Issue |
| 7 | 21.06.2022 | Insurance edits and new clause 26 | Eighth Issue |
| 8 | 02.04.2024 | New Clause 27 Information Security | Ninth Issue |
| 9 | 21.05.2024 | Edits to Cl 16.2 Insurance | Tenth Issue |