

### 1 GENERAL

- 1.1 These Al Emadi TCC Terms and Conditions of Contract for Purchase of Goods and Services ("Terms and Conditions" ) are the general terms and conditions referred to in the Purchase Order, Blanket Purchase Order, Works Order or Volume Purchase Order.
- 1.2 These Terms and Conditions apply to any contract entered into by Al Emadi TCC and the Supplier whether as an offer or acceptance of an offer to provide the Goods and Services specified under a Purchase Order, a Blanket Purchase Order, Works Order or Volume Purchase Order.
- 1.3 Subject to clause 2.1, these Terms and Conditions shall prevail in any conflict between them and the terms of offer or acceptance by the Supplier.

### 2 SPECIAL TERMS AND CONDITIONS

- 2.1 Where any Special Terms and Conditions are included and they are inconsistent with these Terms and Conditions, these Terms and Conditions shall prevail to the extent of the inconsistency.

### 3 INTERPRETATION

- 3.1 In these Terms and Conditions:
  - 'Blanket Purchase Order ' or 'Volume Purchase Order ' or 'Works Order' or 'BPO or VPO or WO means the document by which Al Emadi TCC makes a Request to the Supplier for the supply of Goods and Services;
  - 'Contract' means the contract formed between Al Emadi TCC and the Supplier including these Terms and conditions and any acknowledgement, Purchase Order, WO, BPO or VPO, and any Special Terms and Conditions;
  - 'Goods' means the goods, materials, equipment and items to be supplied in accordance with this Contract.
  - 'Intellectual Property' means all know-how, copyright, and all rights in relation to inventions, registered and unregistered trademarks, registered designs, and circuit layouts, confidential information, trade secrets and all other intellectual property rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;
  - 'Order' means a Purchase Order or WO, BPO or VPO so specified in the Contract;
  - 'Material' means any material brought into existence as part of, or for the purpose of manufacturing the Goods or performing the Services and includes but is not limited to documents, equipment, information or data stored by any means;
  - 'Purchase Order' or 'PO' means the document used by Al Emadi TCC to purchase Goods and Services on behalf of the Company, which makes reference to these Terms and Conditions;
  - 'Request' means a request for the supply of Goods and Services under a BPO or VPO or WO made by a Al Emadi TCC official verbally or in writing which is covered by these Terms and Conditions; 'Services' means the services to be performed and/or supplied under this Contract.
  - 'Supplier' means the individual or corporation to whom the Order is addressed; and Al Emadi TCC

### 4 PACKING

- 4.1 The Goods shall be delivered and properly packed and marked by Supplier so as to ensure their safe delivery and compliance with all applicable laws, rules, orders and regulations. All hazardous Goods shall be clearly labelled as such.

### 5 DELIVERY

- 5.1 Goods and Services shall be delivered by Supplier at the time, place and in a manner specified in the Order or by Al Emadi TCC Time is of the essence.
- 5.2 Without prejudice to any other rights and remedies which Al Emadi TCC has under the Contract or at law, the Supplier shall pay to Al Emadi TCC liquidated damages for each day that such Goods and/or Services (or portions thereof) are not fully delivered by the date(s) specified under the Contract. Such liquidated damages shall be based upon a rate of 2.5% per week with a maximum of 10%. In addition, Al Emadi TCC shall not be liable to pay for any Goods or Services which are not delivered within the time(s) specified in the Contract.

### 6 INCLUSIVE PRICE

- 6.1 The price of Goods and Services includes:
  - (a) all taxes, custom duties, stamp duties and all other taxes, duties and other imposts applicable to the Goods and Material;
  - (b) All amounts payable for the use (whether in the course of manufacture or usage of the Goods or performance of the Services) of patents, copyrights, registered designs, trademarks and other intellectual property rights; and
  - (c) All charges for supply of Goods or performance of Services.

### 7 PROVISION OF GOODS AND SERVICES

- 7.1 Warranties . The Supplier represents and warrants free and clear title to the Goods and Material free from all liens and claims, and that the Goods, Material and Services are free of defect in design, materials and workmanship, are of merchantable quality, are fit for use and the purpose for which they are intended and shall conform to the quantity, description and specifications set forth in the Contract. The representations and warranties contained in the Contract are and shall be deemed material and are in addition to those provided by operation of law.
- 7.2 Rejection of Goods and Services . Al Emadi TCC may reject the Goods and Services at any time which are found not to be in accordance with the Contract.
- 7.3 No payment for rejected Goods and Services. Al Emadi TCC shall not be liable to pay for any properly rejected Goods and Services or for any damage done to or arising from inspection or rejection of the Goods and Services.
- 7.4 Replacement, refund or repair . If Al Emadi TCC rejects any Goods and Services in accordance with this clause 7, the Supplier shall, without prejudice to Al Emadi TCC rights and remedies otherwise arising under the Contract or at law, comply with a requirement of Al Emadi TCC
  - (a) replace, without further cost to Al Emadi TCC the rejected Goods and Services with Goods and Services that comply with the Contract at the Supplier's expense;
  - (b) refund any payment for the rejected Goods and Services; or
  - (c) Repair the Goods on Al Emadi TCC site or otherwise to the satisfaction of Al Emadi TCC and, in the case of (a) or (b), remove the rejected Goods at the Supplier's expense.
- 7.5 Approval of samples . If Al Emadi TCC requires to submit samples of the Goods and Services, the Supplier shall not commence bulk manufacture of the Goods or fully develop the Services until Al Emadi TCC has approved the samples.
- 7.6 Inspection. Without additional cost to Al Emadi TCC and upon being sent reasonable notice from Al Emadi TCC in writing, the Supplier shall provide reasonable access to premises at which the Goods or Services are located, including the premises of approved subcontractors, and all other necessary assistance for Al Emadi TCC representatives to inspect the manufacture of the Goods or the performance of the Services.
- 7.7 BPO or VPO or WO. The issue of a BPO or VPO or WO by Al Emadi TCC to the Supplier does not in any way guarantee that the Supplier will receive any Requests.
- 7.8 Receipt of Goods and/or Services Not with standing clause 12 of this Contract, receipt of the Goods and Services by Al Emadi TCC will not under any circumstances be deemed to be acceptance of those Goods and Services by Al Emadi TCC

### 8 ACCEPTANCE

- 8.1 The performance of any part of this Contract is deemed to be acceptance of the Contract including these Terms and Conditions and any related Special Terms and Conditions.

(Company Stamp)

## 9 VARIATIONS

9.1 No agreement or understanding varying or extending this Contract is legally binding upon the Supplier or AI Emadi TCC unless in writing and signed by the Supplier and AI Emadi TCC.

## 10 PAYMENT

10.1 AI Emadi TCC will pay the Supplier no later than 60 days after delivery and acceptance of all the Goods, or satisfactory completion of all the Services or receipt of a correctly rendered invoice, whichever is the later.

10.2 An invoice is correctly rendered if it:

- (a) is addressed in accordance with the Order;
- (b) identifies the Order and the Order number; and
- (c) is, where explanation is deemed necessary by AI Emadi TCC, accompanied by documentation substantiating the amount claimed.

10.3 The Supplier acknowledges that AI Emadi TCC's method of payment is by cheque directly to the Supplier's address unless an arrangement to pay by electronic fund transfer is agreed in writing by AI Emadi TCC and the Supplier.

10.4 The Supplier shall provide AI Emadi TCC with the Supplier's bank account for payment with respect to the Order.

## 11 INDEMNITY

11.1 The Supplier shall be liable for and indemnify AI Emadi TCC against all losses, damages, expenses or legal costs arising in respect of any action or claim for alleged infringement of any patent, copyright, registered design, trademarks or any other intellectual property rights or any misuse or unauthorised disclosure of personal information or otherwise, by reason of the purchase, possession or use of the Goods and Services.

11.2 The Supplier shall be liable for and indemnify, defend, and hold harmless AI Emadi TCC and its directors, officers, employees, agents, officials and related companies (including its affiliates), from and against any and all losses, liability, claims, causes of action, damages and expenses (including reasonable attorneys' fees and expenses) that they or any of them may incur or be obligated to pay in any action, claim or proceeding against them or any of them, in connection with or in any way related to the Contract, unless caused by the gross negligence or unlawful act of AI Emadi TCC.

## 12 PASSING OF PROPERTY

12.1 Subject to clauses 7.2, 7.3 and 7.9, property in and risk of loss or damage to the Goods and Services pass to AI Emadi TCC upon delivery to AI Emadi TCC.

## 13 WARRANTY REMEDIES

13.1 If AI Emadi TCC gives the Supplier notice of any defect or a breach of any representation or warranty under clause 7.1 discovered in the Goods and Services during any warranty period which is expressly stated in the Contract as being applicable to the Goods and Services, or at any time if such warranty period is not so expressly stated, the Supplier shall correct that defect or breach without delay and at no cost to AI Emadi TCC. The remedy stated in this clause 13.1 shall be without prejudice to AI Emadi TCC's other rights and remedies under the Contract or at law.

13.2 The Supplier shall meet all costs incidental to the discharge of warranty obligations, including but not limited to any packing, freight, transport, disassembly and re-assembly costs.

## 14 ASSIGNMENT AND SUB-CONTRACTING

14.1 The Supplier shall not, without consent in writing from AI Emadi TCC:

- (a) assign the Supplier's rights under the Contract; or
- (b) subcontract the whole or any part of the manufacture or supply of the Goods or performance of the Services.

14.2 The Supplier is liable to AI Emadi TCC for the acts and omissions of any subcontractors as if those were the acts or omissions of the Supplier.

## 15 INTELLECTUAL PROPERTY

15.1 This Contract does not assign the Intellectual Property of either party existing at the date of the Order.

15.2 The Supplier transfers to AI Emadi TCC all title to and assigns to AI Emadi TCC all Intellectual Property rights in the Goods and Material.

## 16 INTELLECTUAL PROPERTY RIGHTS

16.1 The Supplier represents and warrants that the Goods and Services, in the form delivered to AI Emadi TCC, are free from any valid claim for patent, copyright, trade mark or any other Intellectual Property right infringement.

16.2 Supplier hereby grants to AI Emadi TCC an irrevocable, royalty-free non-exclusive, under all patents, copyrights, trademarks and other Intellectual Property rights now or hereafter owned or controlled by Supplier, to the extent necessary for the possession, usage, operation or alteration of the Goods.

## 17 DEFAULT

17.1 If the Supplier:

- (a) fails to deliver the Goods or perform the Services by the date(s) specified in the Contract; or
- (b) is in breach of any of its warranties, representations, delivery obligations or any other term of the Contract; or
- (c) becomes insolvent or bankrupt, or if insolvency, receivership or bankruptcy proceedings is commenced by or against the Supplier; AI Emadi TCC may, without prejudice to any other rights and remedies it has under the Contract or otherwise at law:
  - (i) terminate the Contract in whole or in part by notice in writing to the Supplier;
  - (ii) cease all payments under the Contract;
  - (iii) recover from the Supplier all sums paid for Services or Goods which are not performed or delivered in accordance with the Contract; and/or
  - (iv) purchase similar Goods and Services from alternative suppliers or contractors and recover from the Supplier any costs, expenses, damages and losses AI Emadi TCC may incur in doing so.

## 18 NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY

18.1 This Contract does not create a relationship of employment, agency or partnership between the Supplier and AI Emadi TCC.

## 19 INSURANCE

19.1 The Supplier shall take out and maintain valid and enforceable insurance policies as specified in the Order and, if requested by AI Emadi TCC, provide to AI Emadi TCC a copy of the insurance policies and their certificates of currency.

## 20 GENERAL

20.1 The Contract shall be construed and the relations between the Parties determined in accordance with the laws of the State of Qatar. The Parties accept the courts of the State of Qatar as the proper and exclusive venue for litigation that may arise in connection with the Contract.

20.2 The Supplier agrees to keep confidential any and all information or data which has been or will be made available to the Supplier by AI Emadi TCC, as well as all information concerning the results of the Goods and Services. The Supplier shall give AI Emadi TCC such other assurances and enter into such additional confidentiality agreements as may be necessary or appropriate to give full effect to the intent and purpose of this clause.

20.3 AI Emadi TCC may terminate any BPO or VPO or WO without cause at any time upon giving the Supplier written notice of such termination. AI Emadi TCC shall pay the Supplier for any Goods or Services which have been fully delivered and/or performed in accordance with the Contract prior to such termination.

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*This is the end of the Terms and Conditions.*

**Supplier Acknowledgement**

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*(Signature, Date, & Company Stamp)*