

SCHEDULE 'C'



GENERAL TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS:

In these General Terms and Conditions of Purchase:

- 1.1 "Dispute" shall have the meaning ascribed to it in Article 30.
- 1.2 "Dispute Notice" shall have the meaning ascribed to it in Article 30.
- 1.3 "Goods" shall mean those goods, commodities, materials or other articles described in the Purchase Order, including the constituent parts or materials of which the Goods are comprised.
- 1.4 "Party" or "Parties" shall mean in singular either Purchaser or Seller and in the plural both Purchaser and Seller.
- 1.5 "Price" means the total value as stated on the face of the Purchase Order.
- 1.6 "Purchaser" shall mean Qatar Petroleum (QP).
- 1.7 "Purchaser's Confidential Information" shall have the meaning ascribed to it in Article 14.
- 1.8 "Purchase Order" shall mean the written agreement for the supply of Goods and/or Services related to the supply of such Goods on the terms and conditions set out in these General Terms and Conditions of Purchase, in the specification and in any other relevant documents attached hereto or referred to herein.
- 1.9 "Seller" shall mean the person, firm or company named as such on the face of the Purchase Order.
- 1.10 "Seller's Personnel" shall mean all individuals, whether employees of Seller or not, provided and/or engaged in the Goods by Seller.
- 1.11 "Services" shall mean any and all work to be carried out by Seller, including supervision or installation services, and the performance of services to be provided by Seller in relation to the supply of Goods, in accordance with the Purchase Order and Appendix "D".
- 1.12 "Site" means all places within the State of Qatar as designated by Purchaser, including but not limited to site of construction, office, vessels or Purchaser's premises.
- 1.13 "Specification" means Purchaser's description of the Goods to be supplied by Seller set out in the Purchase Order or in any other document or documents referred to therein. Such Specification shall incorporate all information necessary to fully define the Goods to be supplied and shall include where necessary technical data, plans, drawings, relevant standards, quality requirements, etc.
- 1.14 "Taxes" shall mean all taxes, imposts, levy or duty including but not limited to: (i) value added tax, goods and services tax or any tax of similar nature, (ii) excise duties and custom duties, (iii) any withholding taxes, or (iv) taxes based upon or determined by reference to gross or net income of Seller, its suppliers or subcontractors, their affiliates and their respective personnel, or (v) any taxes imposed in lieu of an income tax.
- 1.15 The dates and periods as per Gregorian Calendar shall be followed for the purpose of the Purchase Order..

2. ACKNOWLEDGEMENT:

Seller shall acknowledge receipt of the Purchase Order within five (5) calendar days after receipt thereof. Seller shall confirm complete delivery details within ten (10) calendar days of receipt of the Purchase Order. With its acknowledgment, Seller shall advise the name and title of the person within Seller's organization who will be responsible for controlling and coordinating the filling of the Purchase Order requirements.

No deviation or contradictive conditions submitted or referred to by Seller in his quotation, bid or any other document shall form part of the Purchase Order unless otherwise agreed to in writing by the Purchaser

3. PRICES:

- 3.1 As full compensation for supplying the Goods and performing all Seller's obligations under the Purchase Order, Purchaser shall pay Seller the Price.
- 3.2 The Price is inclusive of all costs incurred by Seller in the supply of the Goods and/or performance of the Services including

but not limited to all charges for packing, insurance and delivery of the Goods, and the costs of Seller's Personnel and of items used or supplied in the performance of the Services.

- 3.3 The Price is inclusive all charges, taxes, duties, and all other expenses for supplying the Goods and performing the Services. Except where it is expressly provided that the Purchaser shall carry out an obligation at its own cost, all things required to be supplied or performed shall be deemed to have been included in the Price.
- 3.4 The Price shall not be subject to escalation nor increased as a result of any increase in Seller's costs nor adjusted for any reason except as may be provided in any change order issued by Purchaser.

4. TERMS OF PAYMENT:

- 4.1 For the completion of the delivery of Goods, Purchaser shall pay or cause to be paid to Seller the amounts provided for, at the times and in the manner specified in the Purchase Order, and in any changes, amendments or modifications in accordance with Article 21.2.
- 4.2 Subject to Article 4.3, Seller shall submit to Purchaser an invoice in a non-alterable electronic format (PDF) pursuant to the requirements specified in Article 5 below. The Seller may request and Purchaser may allow, at its sole discretion, an exemption from submission of invoice in electronic format.
- 4.3 Seller shall be responsible for ensuring that it can submit an electronic format invoice in its country of establishment and that the invoice will comply with all tax and legal requirements in its country of establishment. In the event Seller is prohibited under the tax and or legal requirements of its country of establishment to submit the electronic format invoice, Seller shall notify Purchaser immediately of such prohibition and provide Purchaser with necessary documents evidencing such prohibition.
- 4.4 Purchaser may, without prejudice to Article 4.6, determine at its sole discretion that a paper invoice may be submitted by Seller to Purchaser in lieu of the electronic format invoice in the form as described in Article 4.2.
- 4.5 The invoice issued in accordance with Article 4.2 above shall be deemed an original invoice, unless Purchaser agrees to accept a paper invoice in accordance with relevant provisions of Article 4.
- 4.6 The Parties expressly waive any objection to the validity of any invoice issued in accordance with Article 4.2 and supporting documents on the basis of its legal effect, validity or enforceability solely because it is in electronic form. Notwithstanding anything contained herein to the contrary, a print-out of such invoice made by Purchaser shall be deemed as conclusive evidence of the invoice and shall be binding upon Seller and Purchaser shall have the right to submit such print-out as evidence in any court or arbitral proceedings with Seller or to submit such print-out as evidence for tax and legal requirements purposes.
- 4.7 Each invoice shall be on Seller's uniform invoice in a form acceptable to Purchaser or in the Seller's company letterhead, be dated, include a unique alpha and/or numerical identifier, mention Seller's Purchaser SAP ID (Vendor Code), show separately the individual amounts for Purchase Order items of Goods supplied and/or Services rendered, the Purchase Order Number. Invoices shall be forwarded to the address shown in Article 5 below.
- 4.8 Within forty-five (45) days from receipt by Purchaser of a correctly prepared and adequately supported invoice (together with the freight forwarder's certificate of receipt, where not delivered DDP) or, in event that the forty-fifth (45th) day falls on a Purchaser weekend or public holiday, on the immediately succeeding working day, Purchaser shall pay the undisputed amount of such invoice to the bank account as per the 'Vendor Master File Update (VMFU)' form duly submitted by the vendor in accordance with Article 5 below.
- 4.9 Receipt of an invoice submitted by Seller in accordance with Article 4.2 shall be deemed to have occurred when the electronic transmission enters Purchaser's computer servers during Purchaser official working hours and Purchaser has sent to Seller in electronic form of its acknowledgment on the receipt of such invoice. For the avoidance of doubt, the receipt of the invoice is not when it is sent by Seller but it is when the acknowledgment is sent by Purchaser in electronic form to Seller.
- Notwithstanding the above, Purchaser does not warrant uninterrupted and/or reliable access to the computer system or mail server of Purchaser and makes no warranties whatsoever as to its operation, availability, functionality that it will be free of error, defects, delays in operation, mistakes, disruption or otherwise. Purchaser shall not be responsible for internet outages, hardware and/or software failures, downtime, Force Majeure event and/or errors.
- 4.10 Seller shall not include or contain any computer programs, executable files, information or data into the invoice set out in Article 4.2 which contains any virus, time bombs, Trojan horses, worms, cancel bots or other computer programming routines that may damage, detrimentally interfere with, intercept or expropriate any system, data or information of Purchaser.
- 4.11 Seller shall ensure that Purchaser has the correct banking information of Seller in order to make a bank transfer in accordance with Article 5 below. Seller assumes the entire risk for incorrect bank transfers arising from incorrect banking information provided by Seller. Any change to the nominated bank shall only be made in accordance with the requirements set out in Article 5 below.
- 4.12 If Purchaser disputes any items on any invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any respect, Purchaser representative shall notify Seller in writing within twenty one (21) days of receipt of the invoice, stating the reason Purchaser disputes the amount invoiced. Purchaser shall pay the undisputed part of any invoice within the period stated in Article 4.8 above. For the disputed part, Seller shall make the appropriate corrections or changes and resubmit such invoiced amounts to Purchaser together with the succeeding invoice. If any other dispute connected with the Purchase Order exists between the Parties, Purchaser may notify Seller and withhold from any money which becomes payable either (i) the equivalent of Purchaser's estimated values of the portion of the items of Goods supplied and/or Services rendered which is

under dispute or, (ii) the amount which is the subject of the dispute. On settlement of any dispute, Seller shall submit an invoice for sums agreed for payment and Purchaser shall make the appropriate payment in accordance with the provisions of Article 4.8 above.

- 4.13 Neither the presentation, payment nor non-payment of an individual invoice shall constitute a settlement of a dispute, an accord and satisfaction, a remedy of account stated, or otherwise waive or affect the rights of the Parties hereunder. Seller agrees that no payment made under the Purchase Order shall be evidence of the performance of the Purchase Order, either wholly or in part, and that no payment shall be construed to be an acceptance of the items supplied and/or the Services rendered.
- 4.14 Without prejudice to any other right or remedy, the Purchaser may deduct or withhold from any money which is due or which may become due to Seller:
- 4.14.1 Any sum which Purchaser believes was incorrectly paid to Seller;
- 4.14.2 Any sum which is contractually or legally due or owing to Purchaser from Seller whether or not related to the Purchase Order.
- 4.15 Notwithstanding anything to the contrary in the Purchase Order, Purchaser shall not be liable to pay any interest on any delayed payments.

5 . INVOICE SUBMISSION:

- 5.1 Seller shall submit invoices in accordance with Article 4 above and within thirty (30) days of delivery of Goods.
- 5.2 The invoices shall be:
- 5.2.1 in secure and non-alterable electronic formats in the form of PDF. Any invoice or its attachment in a format other than PDF will not be accepted. Seller shall not submit a paper invoice unless expressly requested by Purchaser;
- 5.2.2 submitted to Purchaser's e-mail ID: invoice-payable@qp.com.qa by Seller's single point of contact or Seller personnel through a Seller's permanent e-mail ID as mentioned in Vendor Master File Update form and considered as the only valid e-mail ID for the purpose of invoicing under the Purchase Order. A chain of emails shall not be used to submit invoices. All invoices should be submitted through the abovementioned Seller's same email ID;
- 5.3 All invoices submitted by Seller to Purchaser in PDF format shall meet, including but not limited to, the following requirements:
- 5.3.1 PDF pages must be A4 size only
- 5.3.2 The scanned images should be legible and clear.
- 5.3.3 Purchaser will not accept poor PDF image qualities.
- 5.3.4 Invoices must include Seller's Purchaser SAP ID.
- Purchaser will not accept poor PDF image qualities and invoices which are not compliance with this requirement.
- 5.4 For the purpose of record retention and taxes, Seller shall store and maintain the availability of the invoices for a period of fifteen (15) years or such longer period as may be required by applicable Qatari Laws in the following manners:
- 5.4.1 The invoice data shall be readily accessible and readable at any time;
- 5.4.2 The invoices shall be stored in their original format;
- 5.5 Seller shall inform Purchaser of any changes to Seller details / vendor master data including any subsequent changes to bank details by completing the 'Vendor Master File Update' (VMFU) form. The said form is available under e-Registration on Purchaser website (www.qp.com.qa). Until the update of the relevant master file in Purchaser system, payments to Seller shall continue to be made to their existing bank account.
- The original form duly completed, stamped and signed shall be forwarded to:
- Qatar Petroleum,
Supply Chain Department,
Suppliers Relations Section.
Navigation Plaza, 'C' Ring Road,
PO Box 47, Doha, Qatar
- Attention: Supervisor Supplier Relations
Email ID: supplierrelation@qp.com.qa
- 5.6 Request for Purchase Order / Vendor Master File update in any other manner other than as mentioned above shall not be entertained.
- 5.7 Seller's invoices shall contain Purchase Order Number issued by Purchaser.
- 5.8 Where relevant, a separate invoice shall be submitted by Seller for reimbursement of expenses such as custom duty, messing, accommodation etc., if applicable,

- 5.9 Seller's invoices shall be accompanied with all relevant supporting documentation as detailed in respective Purchase Order.
- 5.10 Queries on invoices and payments shall be sent through e-mail to: enquiry-payable@qp.com.qa
- 5.11 Queries on invoices may also be sent if required by post or fax to the contact details as mentioned below indicating the Purchase Order number:
- Qatar Petroleum,
Finance Directorate,
17th Floor, World Trade Center,
P.O.Box 70, Doha, Qatar.
- Attention: FFA/2
Fax #: +974-40139422
- 5.12 Payment for the completed delivery of Goods and/ or Services, shall be made in accordance with Article 4 above.

6 Set Off and Discounts:

- 6.1 Regardless of the payment terms in this Purchase Order, the obligation of Purchaser to pay the Price is conditioned upon (a) receipt of completed, non-defective conforming Goods; (b) compliance by Seller with all terms and conditions of this Purchase Order; and (c) receipt and acceptance by Purchaser of Seller's accurate and properly completed invoice accompanied by satisfactory supporting documentation. Any sums due Seller hereunder may be applied by Purchaser as a set off against any sums owed by Seller to Purchaser, or against any claims of third parties against Purchaser arising from performance of Seller, whether under this or any other Purchase Order or other document. At its sole discretion, Purchaser may withhold from payments to be made to Seller amounts legally required to be withheld from such payments and remitted to the taxing authority of any jurisdiction relevant to the transaction.
- 6.2 Discounts shall be calculated from the date invoices are received in proper form.

7. DRAWINGS:

In the event of any apparent inconsistency, inaccuracy or ambiguity in the specifications, drawings or other documents supplied by Purchaser, Seller will notify Purchaser immediately and obtain instruction in writing before proceeding with the item in question. Any work performed after such discovery, until authorized in writing by Purchaser, will be at Seller's risk and expense. Seller will provide, at no extra cost to Purchaser, detail drawings and other documents as mentioned in the Purchase Order. Purchaser has the right to approve such detail drawings and other documents but such approval shall not relieve Seller of any of his responsibilities under the Purchase Order.

8. EXPEDITING:

The Goods supplied under this Purchase Order, including all warranty work or Services, shall be subject to expediting by Purchaser, Purchaser's representatives shall be afforded free access during working hours to Seller's plants, and Seller agrees to procure a similar right for Purchaser, for expediting purposes with respect to Seller's subcontractors and vendors. As required by Purchaser, Seller shall supply schedules, progress reports and unpriced copies of Seller's Purchase Orders and Subcontracts for Purchaser's use in expediting to: Purchaser's expediting office as per the terms stated in the Purchase Order. Seller shall notify Purchaser in writing of any actual or anticipated delays immediately upon discovery. Such notice shall include an estimated period of delay, cause, and corrective actions being taken.

Purchaser may, in such case it deems necessary and in its sole discretion without prejudice to any other rights which it may have, cancel the Purchase Order and make such other arrangements as Purchaser may consider necessary or desirable in the circumstances. Any additional expenditure incurred by Purchaser in connection therewith shall be reimbursed by Seller upon demand.

9. SHIPMENTS:

Purchaser reserves the right to cancel this Purchase Order if the promised or specified delivery date cannot be achieved. Purchaser reserves the right to return over shipments supplied against this Purchase Order with freight costs to Seller's account. Code numbers and Purchase Order number must be shown on all invoices, packing slips and packages.

10. QUALITY:

The Goods shall:

- 10.1 conform in every respect with the Purchase Order.
- 10.2 be of sound materials, workmanship and design.
- 10.3 be equal in all respects with the samples, patterns or specifications provided or given by/or to the Purchaser.
- 10.4 be fit with the purpose mentioned in the Purchase Order, either expressly or by implication, or in the event such purpose is not mentioned, then such Goods has to be fit for their ordinary purpose.

11. WARRANTIES - GUARANTEES:

- 11.1 Seller warrants that the Goods shall conform with the Specification and requirements of the Purchase Order and are free from failures and defects in design, material and workmanship. Unless otherwise stated in the Purchase Order, this warranty shall remain in effect ("warranty period") for the period of eighteen (18) months from the date of delivery or twelve (12) months from the date of installation, whichever occurs first, unless otherwise agreed.
- 11.2 At Purchaser's option, Seller shall, at no cost to Purchaser, promptly repair or replace defective Goods after receipt of Purchaser's written notice of a defect. Notice of defect or non-conformance shall be given by Purchaser within a reasonable time after discovery. The warranty stipulated in Article 11.1 above shall apply to any repaired or replaced Goods.
- 11.3 Seller warrants good title to the Goods supplied hereunder by Seller, its sub-suppliers or vendors and that the Goods are provided free and clear of any liens, encumbrances or other security interest.

12. TITLE AND RISK OF LOSS:

Except as otherwise provided herein, all Goods furnished by Seller hereunder shall become the property of Purchaser upon payment therefore or upon delivery, whichever occurs earlier. Notwithstanding the foregoing, Seller shall be responsible for and shall bear any and all risk of loss or damage to the Goods until delivery thereof in accordance with the delivery provisions of this Purchase Order. Upon such delivery, risk of loss or damage shall pass to Purchaser; provided however, that any loss or damage, whenever occurring, which results from Seller's non-conforming packaging or crating shall be borne by Seller.

13. PATENTS, TRADEMARKS, COPYRIGHTS AND TRADE SECRETS:

Seller represents and warrants that the Goods are free from any claim of patent infringement and that any labels or trademarks affixed thereto are free from any copyright or trademark infringement and Seller agrees to protect, defend, indemnify, and hold harmless Purchaser from and against any and all costs (including attorney fees and court costs), expenses, fines, penalties, losses or damages, and liabilities arising out of any alleged or actual patent, trade secret, trademark, trade name, or other intellectual property right infringement or other claim, demand or action arising from or related to the design, fabrication, manufacture, production, sale, distribution or use of the Goods. Purchaser shall promptly notify Seller of any such claim. If the use or sale of any Goods is enjoined as a result of a legal action, Seller, at no expense to Purchaser, shall obtain for Purchaser the right to use and sell said Goods or shall substitute equivalent Goods.

14. CONFIDENTIALITY AND PUBLICITY:

All data, specifications, drawings, patterns, designs, communications and other information supplied, revealed or disclosed in any form or manner by Purchaser to Seller, whether written, oral, electronic, visual, graphic, photographic, observational, or other otherwise, and documents supplied, or produced or created by Seller for Purchaser hereunder (collectively defined as "Purchaser's Confidential Information") are proprietary and confidential to Purchaser and will be used solely by Seller for purposes of this Purchase Order. Any information derived therefrom or otherwise communicated to Seller by Purchaser in connection with the Purchase Order will be kept strictly confidential by Seller and will not be published or disclosed by Seller to any third party, or made use of by Seller (except for the purpose of implementing the Purchase Order) without Purchaser's prior, written consent. All specifications, drawings, patterns or designs and all rights therein prepared by Seller under the Purchase Order will become the property of Purchaser as soon as they have been prepared and will be handed over to Purchaser on completion or termination of the Purchase Order. Upon request of Purchaser, Seller will immediately return to Purchaser any Purchaser's Confidential Information provided, either upon demand, or upon completion of the warranty period hereunder, including all copies made by Seller.

15. TERMINATION:

- 15.1 Purchaser shall have the right, by giving notice, to terminate the Purchase Order or all or any part of the Purchase Order at such time or times as Purchaser may consider necessary for any or all of the following reasons:
 - 15.1.1 To suit the convenience of the Purchaser;
 - 15.1.2 Subject only to Article 15.2, in the event of any default on the part of Seller; or
 - 15.1.3 If Seller becomes bankrupt or makes a composition or arrangement with its creditors or if a winding-up order of Seller is made or (except for the purposes of amalgamation or reconstruction) a resolution for its voluntary winding-up passed or a provisional liquidator, receiver, administrator or manager of its business or undertaking is appointed.
 - 15.1.4 In accordance with Article 29.2.
- 15.2 In the event of default on the part of Seller, before the issue by Purchaser of a notice of termination, Purchaser shall give notice of default to Seller giving the details of such default. If Seller upon receipt of such notice does not commence and thereafter continuously proceed with action satisfactory to Purchaser to remedy such default Purchaser may issue a notice of termination in accordance with the provisions of Article 15.1.

Notwithstanding the above, in the event the default on the part of Seller under the provisions of Article 31 ("Conflict of Interest and Business Ethics"), Purchaser shall have the right to issue notice of termination in accordance with the provision of Article 15.1, without the need for issuance of a notice of default.
- 15.3 In the event of Purchaser giving Seller notice of termination of all or any part of the Purchase Order such notice shall become effective on the date specified therein (or in the absence of any specified date at the date of receipt of the notice) whereupon Seller shall immediately and in an orderly manner:
 - 15.3.1 Cease performance of the Purchase Order or such part thereof as may be specified in the notice.

- 15.3.2 Deliver all Goods and other items associated with the Purchase Order in their state of completion, whether such materials shall be in the possession of Seller or of Seller's suppliers.
- 15.3.3 Assign to Purchaser, or its nominee, to the extent desired by Purchaser, all or the relevant part of the rights, titles, liabilities and sub-purchase orders relating to the Purchase Order which Seller may have acquired or entered into; and
- 15.4 In the event of termination in accordance with Article 15.1.1 Purchaser shall pay Seller for all work done and all equipment and materials delivered in accordance with the Purchase Order up to the time of termination.
- 15.5 In the event of termination in accordance with Articles 15.1.2 or 15.1.3 Seller shall be entitled to payment only for that portion of the Purchase Order satisfactorily completed in accordance with the Purchase Order. Any additional costs incurred by Purchaser as a result of Seller's default shall be recoverable from Seller.
- 15.6 Seller will not be entitled to any loss of profit, lost revenue, lost business opportunity, or any incidental, indirect, economic, consequential or other damages because of cancellation or termination.
- 15.7 The foregoing provisions of this Article are without prejudice to any other rights and remedies to Purchaser under the Purchase Order and/or at law.

16. LIABILITY:

Seller is considered an independent contractor and shall indemnify, protect and save harmless Purchaser, its agents, employees, successors and assigns from any and all damages, liabilities and claims of whatsoever nature arising out of the supply by Seller, its agents or employees of the Goods covered by this Purchase Order, or incidental or ancillary thereto.

17. TAXES:

- 17.1 Seller shall pay or cause to be paid all royalties, Taxes, tariffs, fees (including but not limited to legislation fees) and charges (and any related fines, penalties, or interest) assessed against it in connection with the Purchase Order and agrees to protect, indemnify, and hold Purchaser harmless from any and all claims or liability for Taxes, tariffs, fees and charges assessed or levied by the Government of the State of Qatar or any foreign government against Seller.
- 17.2 Without limitation to Article 17.4 below, Purchaser shall, without incurring any liability to Seller, deduct from sums otherwise due to Seller under the Purchase Order any final withholding taxes required by applicable laws to be deducted and paid to the appropriate taxing authorities, and Purchaser shall provide Seller with a certificate evidencing deduction of such final withholding taxes.
- 17.3 Seller shall give prompt notice to Purchaser on all matters, pertaining to non payment, payment under protest, or claim for immunity or exemption from any Taxes.
- 17.4 Purchaser shall have the right to withhold from any payment due to Seller and/ or to pay such amount of money to any Qatari authority on Seller's behalf as Purchaser may be instructed by the Qatari authorities to do so.

18. IMPORT AND EXPORT COMPLIANCE:

Seller agrees that in its performance under this Purchase Order, it is solely responsible for compliance with local import and export laws of any jurisdiction and will be fully responsible for the accuracy and completeness of import and export documentation prepared or executed by Seller as part of Seller's performance of this Purchase Order, including that required for the import of any materials used in the production or manufacture of the Goods and of any documents prepared by Seller's employees, contractors, agents and brokers.

19 AUDIT:

To verify Seller's compliance with the Purchase Order and these General Terms and Conditions of Purchase, Seller shall maintain and preserve documentation and data (including electronic data stored in computer systems) pertaining to the Purchase Order and shall permit Purchaser to audit Seller's records including all books, papers, documents, and any other information that may have an effect on or be related to the Purchase Order and to examine same and interview Seller's personnel as necessary for Company to monitor and /or verify (a) the accuracy and propriety of the prices under the Purchase Order and these General Terms and Conditions of Purchase. Seller shall cooperate fully with Purchaser in conducting any such audits. All audits will be conducted in accordance with generally accepted auditing standards and during normal business hours. Purchaser's right to audit shall remain in effect for a period of three (3) years after termination, cancellation or completed performance of the Purchase Order.

20. LEGAL REQUIREMENT:

Seller shall conform strictly with all requirements of Qatar Law No. 6 of 1987, namely, that the supply of National Products or Products of National origin to government departments and agencies is mandatory to the extent that such materials are available in the quantity and quality required and within the price preference stipulated in Law No. 6.

21. INTERPRETATION AND LAW:

- 21.1 The Purchase Order shall be read and construed as a whole. Anything mentioned in any of the documents comprising the Purchase Order shall be of like effect as if stated or mentioned in all of them. In the event of any conflict between the various documents comprising the Purchase Order, the conflict shall be resolved by Purchaser.

- 21.2 The Purchase Order embodies the entire agreement between the parties. Neither party shall be liable for any statement, representation, promise or understanding not set forth therein. No changes, amendments or modifications of the terms and conditions of the Purchase Order shall be valid unless reduced to writing and signed by the parties.
- 21.3 Failure on the part of Purchaser at any time to enforce or to require the strict adherence to any performance of any of the terms and conditions of the Purchase Order shall not constitute a waiver of such terms or conditions or impair in any way the right of Purchaser at any time to avail itself of such right.
- 21.4 The interpretation and enforcement of the terms and conditions of the Purchase Order shall be made in accordance with the laws of the State of Qatar.

22. DELIVERY:

- 22.1 The Goods shall be delivered to the point of delivery as specified in the Purchase Order within the delivery time(s) or by the delivery date(s) specified therein. The corresponding type of delivery shall be as designed in the Purchase Order.
- 22.2 Without prejudice to Seller's obligation to deliver the Goods in time, Seller shall give Purchaser immediate notice in writing if any delay is foreseen, stating the reason and extent of such delay.
- 22.3 Should the revised actual delivery date(s) exceed the scheduled delivery date(s) specified in the Purchase Order due to no fault of Purchaser, then Purchaser retains its right to apply liquidated damages in accordance with Article 26.
- 22.4 Partial delivery shall not be accepted by Purchaser and invoices will not be paid unless otherwise clearly specified in the Purchase Order, or by prior agreement in writing by an authorized representative of Purchaser.
- 22.5 Return or Disposal of Goods

Purchaser shall notify the Seller to collect the Goods which are supplied in excess of the Purchase Order or which do not confirm to the requirements of the Purchase Order including Article 10 or which are rejected under Article 23.2 or samples of which were provided by the Seller. Seller shall collect these Goods at its own cost and risks within 10 (ten) working days from the date of receipt of the notification from Purchaser.

In the event, the Seller does not respond or fails to take back the Goods so notified as aforesaid, the Purchaser shall either:

22.5.1 return the Goods to the Seller at Seller's account or

22.5.2 dispose off or sell the Goods after due advertisement in Qatar local newspapers and/or Purchaser website.

Seller shall not be entitled to compensation or any proceeds arising from such disposal or sale. Additionally, Seller shall indemnify, defend and hold Purchaser harmless from any and or all damages, liabilities and claims of whatsoever nature arising out of or in connection with the disposal or sale of such Goods.

23. INSPECTION AND TESTING:

- 23.1 Purchaser shall have the right, but not the obligation, at all times to inspect, test and examine the Goods and to witness any test performed on the Goods by Seller or any third party. Inspection by the Purchaser shall not constitute final acceptance. If defects are discovered at the Purchaser's place of business, the freight costs, both ways, shall be for the Seller's account. Seller shall provide all reasonable facilities and assistance free of charge.
- 23.2 If as a result of any inspection or test, Purchaser is of the opinion that the Goods do not comply with the requirements of the Purchase Order or are unlikely to comply on completion of manufacture or processing, Purchaser will notify the Seller of its decision to reject such Goods in writing and if so, Seller shall within the Delivery Schedule of the Purchase Order, supply, at no additional cost to Purchaser, Goods which only comply with the requirements of the Purchase Order in place of those rejected.
- 23.3 Neither failure on the part of Purchaser or its designated inspectors to inspect the Goods or the supply thereof or witness or test or to discover defects nor failure to reject Goods or part thereof supplied by Seller which is not in accordance with the Purchase Order shall relieve Seller from any liability or obligation under the Purchase Order or at law.

24. PACKING AND MARKING:

Seller shall be responsible for safe and adequate packing of the Goods which shall conform to the requirements of the carrier's tariffs. Seller shall separately number all cases and packages, showing the corresponding numbers on the invoices. An itemized packing slip bearing the Purchase Order number shall be placed in each case. No extra charge shall be made for packaging or packing materials unless set forth in the Purchase Order.

25. SUB-ORDERS:

If any part of the Purchase Order will be performed or provided by a sub-supplier, then any such sub-orders shall provide the right of unconditional assignment to Purchaser.

26. LIQUIDATED DAMAGES:

- 26.1 If the Purchase Order expressly states that this Article 26 applies, then in the event that Seller fails to supply all of or any

separately identified parts of the Goods and/or fails to complete all of or any separately identified parts of the Services by the date(s) as set forth in the Purchase Order, Seller shall be liable to QP for liquidated damages and the amount of such liquidated damages shall be calculated in accordance with the liquidated damages rates set forth in Purchase Order

26.2 All amounts of liquidated damages for which Seller may become liable under this Article are agreed between the parties as a genuine pre-estimate of the losses which may be sustained by Purchaser in the event that Seller fails to deliver the Goods or Services in accordance with the Purchase Order. .

26.3 The provisions of this Article 26 are without prejudice to any other rights or remedies to Purchaser under the Purchase Order.

27. SERVICES:

Should there be Services performed at the Site arising out of the Purchase Order, then Seller and Purchaser agree that the Special Terms and Conditions of Services as attached in the Purchase Order, shall apply and constitute integral and inseparable parts of this Purchase Order.

28. INSURANCE:

Seller shall maintain and cause his subcontractors to maintain adequate insurance coverage that would cover its legal and contractual obligations in accordance with standard industry practices. However, Purchaser may request that Seller provides certain minimum insurance coverage for its obligations under this Purchase Order.

29. FORCE MAJEURE:

29.1 A delay in total or partial failure of performance of either Purchaser or Seller hereto of its obligations under the Purchase Order, except for the obligation to pay money due, shall not constitute default, suspension of termination hereunder or serve to give rise to any claim for damages if and to the extent such delay or failure is caused by any force majeure occurrence which demonstrably could not have been reasonably foreseen before the effective date and which is demonstrably beyond the reasonable control of Purchaser or Seller affected, and could not have been avoided by use of due care, provided that (i) such occurrence materially and directly impairs the ability of the affected Purchaser or Seller to perform (ii) the affected Purchaser or Seller gives seven (7) calendar days written notice to the other Purchaser or Seller of the circumstances constituting the occurrence and of the obligation or performance which is thereby delayed or prevented, and (iii) such occurrences fall within one or more of the following categories:

29.1.1 acts of God;

29.1.2 embargo, expropriation, confiscation, requisitioning or commandeering by or compliance with any oral or written order, directive or request of any governmental authority or person purporting to act therefore or under such authority;

29.1.3 war (whether declared or not), act of foreign enemy, hostilities, acts of terrorism, rebellion, or public disorder;

29.1.4 strikes, whether lawful or unlawful (provided it does not originate or mainly involve Seller or Seller's subcontractor's or supplier workforce);

29.1.5 explosions, fires, floods, earthquakes, or other natural calamities;

29.1.6 maritime disaster

29.2 If within a reasonable time after a force majeure occurrence which caused Seller to suspend or delay performance, Seller has failed to take such action as Seller could lawfully initiate to remove or relieve either the force majeure occurrence or its direct or indirect effects. Purchaser may, in its sole discretion and after written notice to Seller, initiate such measures, including but not limited to, the hiring of third parties, as are designed to remove or relieve such force majeure occurrence or its direct or indirect effects; and Purchaser may thereafter require Seller to resume full or partial performance of the Purchase Order. Alternatively, Purchaser, in its sole discretion, may decide to terminate this Purchase Order in accordance with the terms of Article 15.

29.3 If the cumulative duration of any occurrence referenced in Article 29.1 exceeds sixty (60) days, either Purchaser or Seller may terminate the Purchase Order upon seven (7) calendar days prior written notice to the other Purchaser or Seller.

29.4 Any force majeure delay as defined herein shall be considered an excusable delay, and neither Purchaser nor Seller shall be entitled to compensation, beyond the provisions of this Purchase Order, as a result thereof.

30. DISPUTE RESOLUTION:

30.1 If a Party considers that a controversy, a claim, a dispute, a difference and/or other similar matter arising out of or relating to the Purchase Order, or the interpretation thereof, or any breach thereof, or its termination, both while in force and after its termination (all such controversies, claims, disputes, differences and other similar matters are hereinafter referred to as "Dispute") exists, it shall notify the other Party of the Dispute in writing (such notification hereinafter referred to as "Dispute Notice").

30.2 Seller and Purchaser shall in good faith and using all reasonable efforts in the spirit of co-operation take all steps as may be necessary or desirable to settle amicably any Dispute through negotiations and other constructive discussions.

- 30.3 If after ninety (90) days from the date of raising a Dispute Notice, any Party considers that, despite the good faith efforts of the Parties, the Dispute is not capable of being settled, the aggrieved Party may refer the Dispute to the competent court in the State of Qatar. The courts of Qatar shall have exclusive jurisdiction over any suit or legal proceeding relating to the Purchase Order. The Parties shall submit to the exclusive jurisdiction of the courts of Qatar as the proper legal venue for any dispute or controversy that cannot be settled by agreement between the Parties.

31. CONFLICT OF INTEREST AND BUSINESS ETHICS:

- 31.1 The term "Conflict of Interest and Breach of Ethics" as used herein means any perceived, potential or actual circumstance where,
- 31.1.1 Seller, its officers, employees, agents or suppliers act or behave in a manner inconsistent with achieving the aims of the Purchase Order in the utmost good faith, and/or
- 31.1.2 Seller engages in duplication or overlap of services or works, for a reward over and above that which might be due to it under the Purchase Order, whether from Purchaser or another, and/or
- 31.1.3 Seller and/or Seller's personnel, without limitation:
- (a) improperly participate in or influence any Purchaser decision or action or inaction, and/or
 - (b) actively or passively attempt to improperly influence any Purchaser decision or action or inaction, and/or
 - (c) improperly gain, while executing the Purchase Order, access to Purchaser's Confidential Information which is either unrelated to the Purchase Order or which does not constitute Confidential Information under the Purchase Order, and/or
 - (d) improperly, and to the perceived or actual detriment to Purchaser and its affiliate or the purpose of the Purchase Order, further Seller's or Seller's personnel's interests or the interests of Seller's parent company, affiliates, sister companies, joint venturers or any other company or entity which Seller or Seller's personnel have any interest therein, and/or
 - (e) make or offer, with respect to the matters which are the subject of the Purchase Order, any compensation, commission, agency fee, introduction fee, payment, gift, promise or advantage to any company or person where such payment or advantage would violate the law, and/or
 - (f) give or receive from any Purchaser employee anything of more than nominal value.
- 31.2 Seller represents and warrants that its entering into the Purchase Order or its performance thereunder does not create nor will it create any Conflict of Interest and Breach of Ethics as to any relationship, contractual, fiduciary or otherwise, which Seller may have with Purchaser, its officers, employees and/or its affiliates or any third party.
- 31.3 Seller represents and warrants that neither it nor Seller's personnel has entered into any Conflict of Interest and Breach of Ethics.
- 31.4 Seller represents, warrants and shall ensure that neither it nor Seller's personnel shall enter into any Conflict of Interest and Breach of Ethics throughout the duration of the Purchase Order.
- 31.5 If any Conflict of Interest and Breach of Ethics arises any time, Seller shall so notify Purchaser immediately.
- 31.6 Seller agrees that Seller's personnel supplied to Purchaser under the Purchase Order shall be subject to QP Regulations Related to the Code of Ethics and Conflict of Interest.
- 31.7 Seller warrants that neither it nor any Seller's personnel (i) has paid or shall pay any commission, fee, rebate or anything of more than nominal value to or for the benefit of any employee or officer of Purchaser, (ii) has favoured or shall favour employees or officers of Purchaser with gifts or entertainment of more than nominal value, or (iii) shall enter into any business arrangement with any employee or officer of Purchaser in their individual or any other capacity except as formally delegated to them by Purchaser.
- 31.8 Seller shall at all times and secure compliance by its supplier, under any circumstances, (i) prevent corruption or bribery (in any forms) associated with the recruitment process of Seller's personnel and the risks of forced labour situations, (ii) establish minimum age of recruitment and avoid discrimination (including with respect to migrant workers) and (iii) ensure that employment or labour contract will conform to the following minimum requirements: binding written contract, in a language that Seller's personnel may understand; contract signed by each Seller's personnel, a copy of which shall be provided to such personnel; clear definition of the labour conditions associated with the position (duration, job definition, wages, working hours, benefits etc) and any other requirements imposed by all applicable laws, rules and regulations of any governmental or regulatory body having jurisdiction over the Purchase Order.
- Any breach of or failure to comply with this Article by Seller and/or its supplier shall be considered as an event of default of Seller and Purchaser reserves the rights to deduct or withhold any payment due to or which may become due to Seller for recovery of its or such personnel or personnel's loss or to take any other contractual or legal action against Seller as a result of such breach or failure under the Purchase Order and/or at law.
- 31.9 Upon occurrence of any matter which may be perceived to be or in fact constitutes a Conflict of Interest and Breach of Ethics or any other default of Seller under the provisions of this Article 31, Purchaser, at its sole discretion, shall determine the issues and take appropriate action necessary in accordance with the rights and remedies available under the Purchase Order or at law.

- 31.10 Seller agrees and undertakes, on behalf of itself, its Affiliates, co-venturers and its and their respective officers, employees or agents, to act at all times in a manner which is consistent with the highest ethical standards and best practices. Throughout the duration of the Purchase Order, Seller shall maintain and enforce adequate policies and procedures in respect to all of its officers, employees or agents to give effect to this obligation.
- 31.11 Seller agrees that the above stated representations, warranties and undertakings are fundamental to the basis of good faith and fair dealings affecting Seller's performance under this Purchase Order and agrees to obey them. Any breach of Article 31 shall entitle Purchaser to terminate this Purchase Order as provided under Article 15.2. Without limitation to Article 15, Seller shall be responsible for and shall indemnify Purchaser, its Affiliates, co-venturers and its and their respective officers, employees or agents from all costs, loss or damage that they may suffer as a result of such termination including, without limitation, the cost of appointing other contractor(s) to complete the requirements of the Purchase Order.
- 31.12 Seller shall obtain warranties, representations and undertakings similar to those set out in Article 31 from its supplier for the benefit of itself and Purchaser.

32. HEALTH AND SAFETY:

Seller shall take all measures to ensure that all necessary tests and examinations have been made prior to the delivery of the Goods to the Purchaser to ensure that the Goods are designed and constructed so as to be safe and without risk to the health and safety of person or the Purchaser using the Goods. Seller shall make available to Purchaser adequate information about the use for which the Goods have been designed and tested and about any conditions necessary to ensure Goods are safe and free of health risk.

33. AIR TRANSPORTATION

In contracting for air transportation services, Seller shall give preference to Qatar Airways for carrying Seller Personnel, Goods and equipment, subject to availability and provided that prices are competitive.