

TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

1. INTERPRETATION

1.1. **Definitions:** In this PO and its Terms & Conditions, the following definitions apply:
Business Day: a day (other than a Saturday, Sunday, or a public holiday) when banks in Dubai, United Arab Emirates are open for business.
Commencement Date: has the meaning set out in clause 2.2.
Conditions: the terms and conditions as amended from time to time in accordance with clause 13.5 .
Contract: the contract between Customer and Supplier for the supply of Goods and/or Services in accordance with the Conditions.
Customer: the party issuing the Order and other relevant members of HGW benefiting from the Order.
Customer Materials: has the meaning set out in clause 5.3(i).
Deliverables: all documents, products and materials developed by Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation illustrations, maps, plans, diagrams, designs, computer programs, data, specifications and reports (including drafts).
Goods: the goods (or any part of them) set out in the Order.
Goods Specification: any specification for the Goods, including any related plans and drawings set out in the Order and/or agreed in writing and signed by Customer and Supplier .
Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, designs rights, software rights, database rights, topography rights, confidential information rights (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar rights or forms of protection worldwide.
Order: Customer's order for the supply of Goods and/or Services, attached to these Conditions.
Services: the services, including without limitation any deliverables, to be provided by Supplier under the Contract as set out in the Service Specification.
Service Specification: the description or specification for Services set forth in the Order.
Supplier: person or firm from whom Customer purchases Goods and/or Services.

1.2. **Construction:** In these Conditions, the following rules apply:
(a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
(b) a reference to a party includes its successors or permitted assigns;
(c) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
(d) a reference to writing or written includes faxes and emails.

2. BASIS OF CONTRACT

2.1. The Order constitutes an offer by Customer to purchase Goods and/or Services from Supplier in accordance with these Conditions.

2.2. The Order shall be deemed to be accepted on the earlier of:
(a) supplier issuing written acceptance of the Order; or
(b) any act by Supplier consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence ("**Commencement Date**").

2.3. Unless terminated earlier in accordance with clause 11, the Contract shall have a definite term expiring on the date specified in the Order.

2.4. These Conditions apply to the Contract to the exclusion of any other terms that Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. No amendment to these Conditions shall be effective unless it is in writing, identified as an amendment to these Conditions and signed by an authorized representative of each of Customer and Supplier.

2.5. All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

3. SUPPLY OF GOODS

3.1. Supplier shall ensure that the Goods shall:
(a) correspond with their description and any applicable Goods Specification;
(b) be of satisfactory quality and fit for any purpose held out by Supplier or made known to Supplier by Customer, expressly or by implication;
(c) where applicable, be free from defects in design, materials and workmanship and remain so for twelve (12) months after delivery; and
(d) comply with all applicable statutory and regulatory requirements relating to manufacture, labelling, packaging, storage, handling and delivery of Goods.

3.2. Supplier shall ensure that at all times it has and maintains all licenses, permissions and authorizations required to carry out all its obligations under the Contract.

3.3. Customer shall have the right to inspect and test the Goods at any time before delivery.

3.4. If following such inspection or testing, Customer considers that the Goods do not conform or are unlikely to comply with Supplier's undertakings set out in clause 3.1, Customer shall inform Supplier and Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.5. Notwithstanding any such inspection or testing, Supplier shall remain fully responsible for the Goods, and its obligations under the Contract shall not be reduced or otherwise affected, and Customer shall have the right to conduct further inspections and tests after Supplier has carried out its remedial actions.

4. Delivery of Goods

4.1. Supplier shall ensure that:
(a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
(b) each delivery of Goods is accompanied by a delivery note which shows the date and number of the Order, the type and quantity of Goods (including the code number of Goods (if applicable)), special storage instructions (if any) and, in case of instalments, the outstanding balance of Goods to be delivered.

4.2. Supplier shall deliver the Goods:
(a) on the date specified in the Order or, if no such date is specified, then within thirty (30) days of the date of the Order;
(b) to the point of delivery set out in the Order or, if not identified, to Customer's premises or as instructed by Customer ("**Delivery Location**"); or
(c) unless otherwise stated in the Order, during Customer's normal hours of business on a Business Day.

4.3. Unless otherwise stated in the Order, delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

4.4. If Supplier:
(a) delivers less than 95% of the quantity of Goods ordered, Customer may reject the Goods; or
(b) delivers more than 100% of the quantity of Goods ordered, Customer may at its

sole discretion reject the Goods or the excess Goods.
Any rejected Goods shall be returnable at Supplier's risk and expense. If Customer accepts such deliveries, a pro rata adjustment shall be made to the invoice.

4.5. Supplier shall not deliver the Goods in instalments without Customer's prior written consent. Where Customer's consents, Goods may be invoiced and paid for separately. Failure by Supplier to deliver any one instalment in any way shall entitle Customer to the remedies set out in clause 6.1 .

4.6. Title and risk in the Goods shall pass to Customer on completion of delivery

5. SUPPLY OF SERVICE

5.1. Supplier shall from the date set out in the Order for commencement of services or, if such date is not set out in the Order, from the Commencement Date and for the duration of the Contract provide the Services to Customer in accordance with the terms of the Contract.

5.2. Supplier shall meet any performance dates for the Services specified in the Order or notified to Supplier by Customer.

5.3. In providing the Services, Supplier shall:
(a) co-operate with Customer in all matters relating to the Services, and comply with all instructions and policies of Customer;
(b) perform the Services with the best care, skill and diligence in accordance with best practice in Supplier's industry, profession or trade;
(c) use sufficient number of personnel who are suitably skilled and experienced to perform tasks assigned to them in accordance with the Contract;
(d) ensure that the Services and Deliverables will fully conform with Service Specification, and that Deliverables shall be fit for any purpose expressly or impliedly made known to Supplier by Customer;
(e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
(f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Customer, will be free from defects in workmanship, installation and design;
(g) obtain and at all times maintain all necessary licenses and consents, and comply with all applicable laws and regulations;
(h) observe all health and safety rules and regulations and any other security requirements that apply at any of Customer's premises;
(i) hold all materials, equipment and tools, drawings, specifications and data supplied by Customer to Supplier ("**Customer Materials**") in safe custody at its own risk, maintain the Customer Materials in good condition until returned to Customer, and not dispose or use the Customer Materials other than in accordance with Customer's written instructions or authorization; and not do or omit to do anything which may cause Customer to lose any license, authority, consent or permission upon which it relies for the purposes of conducting its business, and Supplier acknowledges that Customer may rely or act on the Services.

6. CUSTOMER REMEDIES

6.1. If Supplier fails to deliver the Goods and/or perform the Services by the applicable date, Customer shall, without limiting its other rights or remedies, have one or more of the following rights:
(a) to terminate the Contract with immediate effect by giving written notice to Supplier;
(b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which Supplier attempts to make;
(c) to recover from Supplier any costs incurred by Customer in obtaining substitute goods and/or services from a third party;
(d) where Customer has paid in advance for Services that have not been provided by Supplier and/or Goods which have not been delivered by Supplier, to have such sums refunded by Supplier; and
(e) to claim damages for any additional costs, loss or expenses incurred by Customer which are in any way attributable to Supplier's failure to meet such dates.

6.2. If Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting its other rights or remedies, Customer shall have one or more of the following rights, whether or not it has accepted the Goods:
(a) to reject the Goods (in whole or in part) whether or not title has passed and to return them to Supplier at Supplier's own risk and expense;
(b) to terminate the Contract with immediate effect by giving written notice to Supplier;
(c) to require Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
(d) to refuse to accept any subsequent delivery of the Goods which Supplier attempts to make;
(e) to recover from Supplier any expenditure incurred by Customer in obtaining substitute goods from a third party; and
(f) to claim damages for any additional costs, loss or expenses incurred by Customer arising from Supplier's failure to supply the Goods in accordance with clause 3.1 .

6.3. These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by Supplier.

6.4. Customer's rights under the Contract are in addition to its rights and remedies implied by law.

7. CHARGES & PAYMENT

7.1. The price for the Good shall be the price set out in the Order and shall be inclusive of packing, insurance, and carriage of the Goods unless otherwise agreed in writing by the Customer. No extra charges shall be effective unless agreed in writing and signed by Customer.

7.2. The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of Supplier in this respect. Unless otherwise agreed in writing by Customer, the charges shall include every cost and expense of Supplier directly or indirectly incurred in connection with the performance of the Services.

7.3. Unless otherwise stated in the Order, in respect of Goods, Supplier shall invoice Customer on or at any time after completion of delivery and in respect of Services, Supplier shall invoice Customer on completion of the Services. Each invoice shall include such supporting information required by Customer to infer the accuracy of the invoice including but not limited to the relevant purchase order number.

7.4. Unless otherwise stated in the Order, in consideration of the supply of Goods and/or Services by Supplier, Customer shall pay the invoiced amounts within sixty (60) days of the date of a correctly rendered invoice to a bank account nominated in writing by Supplier.

7.5. Supplier shall maintain complete and accurate records of the time spent and materials used by Supplier in providing the Services, and Supplier shall allow Customer to inspect

	such records at all reasonable times on request.
7.6.	All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.
7.7.	Customer may, without limiting its other rights or remedies, set off any amount owing to it or to other members of HGW by Supplier against any amount payable by Customer to Supplier under the Contract.
8.	INTELLECTUAL PROPERTY
8.1.	In respect of the Goods and any goods that are transferred to Customer as part of the Services under the Contract, including without limitation the Deliverables or any part of them, Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to Customer, it will have full and unrestricted rights to sell and transfer all such items to Customer.
8.2.	The Supplier assigns to Customer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Service and the Deliverables.
8.3.	Supplier shall obtain waivers of all moral rights in the Deliverables to which any individual is now or may be entitled under any law in any jurisdiction.
8.4.	Supplier shall, promptly at Customer's request, do (or procure to be done) all such further acts and things and execution of all such other documents as Customer may from time to time require for the purpose of securing Customer full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to Customer.
8.5.	All Customer Materials are the exclusive property of Customer.
9.	INDEMNITY
9.1.	Supplier shall keep Customer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Customer as a result of or in connection with: <ol style="list-style-type: none"> any claim made against Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of Supplier, its employees, agents or subcontractors; any claim made against Customer by a third party arising out of, or in connection with, the supply of the Goods or Services, to the extent that such claim arises out of the breach, negligence, failure or delay in performance of the Contract by Supplier, its employees, agents or subcontractors; and any claim made against Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services.
9.2.	Unless otherwise specified in the Order, Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract and shall ensure that the level of cover and other terms of such insurances are acceptable to and agreed by Customer. Supplier shall on Customer's request produce both the insurance certificate and the receipt for the current years' premium in respect of each insurance.
9.3.	This clause shall survive termination of the Contract.
10.	CONFIDENTIALITY
10.1.	A party (" Receiving Party ") shall keep in strict confidence all technical or commercial know-how, specifications, inventions processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other Party (" Disclosing Party "), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.
10.2.	This clause 10 shall survive termination of the Contract.
11.	TERMINATION
11.1.	Without limiting its other rights or remedies, Customer may terminate the Contract with immediate effect by giving written notice to Supplier if Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within (7) days of receipt of such written notice.
11.2.	Without limiting its other rights or remedies, Customer shall, at its own discretion, have the right, to be exercised at any time, for convenience and without reasons, to terminate the Contract without any liability to Supplier <ol style="list-style-type: none"> in respect of Services, by giving Supplier thirty (30) days written notice; and in respect of Goods, with immediate effect by giving written notice to Supplier, in which case Customer shall pay Supplier fair and reasonable compensation for any work in progress on any other Goods at the date of termination but such compensation shall not include loss of anticipated profits or any consequential loss.
11.3.	In any of the circumstances in these Conditions in which Customer may terminate the Contract, where both Goods and Services are supplied, Customer may instead terminate part of the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.
12.	CONSEQUENCES OF TERMINATION
12.1.	On termination of the Contract or any part of it for any reason: <ol style="list-style-type: none"> where the Services are terminated, Supplier shall immediately deliver to Customer all Deliverables, whether or not then complete, and return all Customer Materials. Until they have been returned delivered, Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract; the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and clauses which expressly or by implication have effect after termination shall continue in full force and effect.
13.	GENERAL
13.1.	Force majeure: Neither party shall be liable as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by

	its nature could not have been foreseen by such a party or if it could have been foreseen, was unavoidable. If such event or circumstance prevents Supplier from supplying the Goods and/or Services for more than two (2) weeks, Customer shall have the right, without limiting its other rights or remedies, to terminate the Contract with immediate effect by giving written notice to Supplier.
13.2.	Assignment and subcontracting: <ol style="list-style-type: none"> Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Customer. Customer may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party agent.
13.3.	Waiver and cumulative remedies: <ol style="list-style-type: none"> a waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude those provided by law.
13.4.	Severance: <ol style="list-style-type: none"> If a court or any other competent authority finds that any provision (or part thereof) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. if any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provisions shall apply with the minimum modification necessary to make it legal, valid and enforceable. enforceable and legal if some part of it were deleted, the provisions shall apply with the minimum modification necessary to make it legal, valid and enforceable.
13.5.	Variation: Any variation, including any additional terms & conditions, to the Contract shall only be binding when agreed in writing and signed by Customer.
13.6.	Governing law and jurisdiction: Unless otherwise agreed in writing and signed by the parties, the Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws in force in the Emirate of Dubai, United Arab Emirates and the parties irrevocably submit to the exclusive jurisdiction of the courts in Dubai.