

PURCHASE ORDER		FOREIGN
SUPPLIER NAME: Powertronics Energy Systems SUPPLIER CODE: 12305 ADDRESS: 229-7025, Tomken Road, Mississauga, ON, L5S1R6, Canada Canada Fax: +1-647-361-2620 TEL: +1-306-205-1801 Email: noman@powertronics.ca Attention:	P.O. NUMBER: FPO- 32264 P.O. DATE: 31-DEC-2018 REV. NO: 0 QUOTE REF: P.R. NUMBER: FPR-30882 CONTACT PERSON: Muhammad Ahmed Mustafa E-MAIL: ahmed.mustafa@fatima-group.com	
MODE OF SHIPMENT: AIR DELIVERY DEST. BY VENDOR: Lahore DELIVERY PERIOD: 5-7 weeks INCOTERM: CPT COUNTRY OF ORIGIN: Canada	SEND SHIPPING DOCUMENT TO: Fatima Fertilizer Company Limited E-110, Khayaban-e-Jinnah, Cantt., , Lahore, , Pakistan (For details refer to point 2 Annexure B) HS CODE:8479.9090	
PAYMENT TERMS: L.C.		P.O. Currency: USD
Special Note:		
-		
-		
Subject:		

Sr #	PO Line	Item Code	Description	UOM	Quantity	Unit Price	Amount
(F) MARI GAS PROJECT (F) MISC.							
1	1	99-85-9999099-14	PRESSURE CONTROL VALVE, TAG: PCV-002, SERVICE / LOCATION:OUTLET OF INLET SEPERATOR PRESSURE CONTROL, PROCESS FLUID: GAS, LINE SIZE: 4-INCH (600#) SCH 80, AREA CLASSIFICATION: ZONE 2B, ACTUATOR TYPE: DIAPHRAGM OPERATED, INSTRUMENT GAS SUPPLY: 30- 150 PSIG, OUTLET OPERATING PRESSURE: 17 PSIG, COMPLETE VALVE SUPPLY ALONG WITH VALVE POSITIONER, POSITION FEEDBACK TRANSMITTER, GAS PRESSURE FILTER & REGULATOR, TUBING FITTING AND INSTALLATION ACCESSORIES MAKE: EMERSON- FISHER/FLOWSERVE/MASONEILAN/ NORSEAL OR EQUIVALENT	EACH	1	20,432.000	20,432.000
2	2	99-85-9999099-15	PRESSURE SENSOR WITH LOCAL INDICATING CONTROLLER, TAG: PIC-002, SERVICE / LOCATION:COMPRESSOR SUCTION SEPARATOR, PROCESS FLUID: GAS, SUPPLY AND OUTPUT CONNECTION: 1/4" NPT, PROCESS CONNECTION: 1/2" NPT AREA CLASSIFICATION: ZONE 2B, ACTUATOR TYPE: DIAPHRAGM OPERATED, MOUNTING: ACTUATOR, INSTRUMENT GAS SUPPLY: 20 PISG, OUTPUT: 3-15 PSIG, CONTROLLER ACTION: DUAL (FIELD SWITCHABLE BETWEEN DIRECT AND REVERSE) SETPOINT ADJUSTMENT: FIELD ADJUSTABLE (0 - 100%) MAKE: EMERSON- FISHER/FLOWSERVE/MASONEILAN/ NORSEAL OR EQUIVALENT COMPLETE CONTROLLER ALONGWITH INSTALLATION AND	EACH	1	20,432.000	20,432.000

			MOUNTING ACCESSORIES FOR SITE INSTALLATION				
Total Amount:							40,864.000
Miscellaneous Charges							5,500.000
Total Firm & Fixed (CPT) Value Forty-six thousand three hundred sixty-four Only (USD)							46,364.000

NOTE: On receipt of this order you are requested to send order acknowledgement within 5 days, duly stamped and signed by Authorized Officer on each page of order with endorsement "Accepted" signifying your acceptance of this order for further process

This is a computer generated document approved by competent authority and DOES NOT REQUIRE SIGNATURE
 This Purchase Order is **APPROVED** by **MR. Aftab Ahmed Khan on 31-DEC-2018**

Contract Terms and Conditions

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Terms and Conditions

1. INTERPRETATION AND DEFINITIONS

1.1 Definition

In this Purchase Order Terms, the capitalised terms shall have the same meaning ascribed to them as under:

- (i) "Purchase Order Terms" means the terms between the Parties, together with all exhibits, schedules, annexes and appendices attached hereto, as the same may be amended from time to time.
- (ii) "Basic Service Commitments" means the commitments set out in Purchase Order Terms which the Supplier is obligated to fulfill.
- (iii) "Consents" means all approvals, consents, authorisations, notifications, concessions, acknowledgements, licenses, permits, decisions or similar items required to be obtained under the laws of England or through any relevant authorities or bodies.
- (iv) "Day" means the twenty-four (24) hour period beginning and ending at 12:00 midnight, and "Weekly" shall be construed accordingly.
- (v) "Delivery Date" means the date mentioned on the face of each Purchase Order Terms against the column stating delivery date.
- (vi) "Delivery Note" shall have the same meaning ascribed to it in Clause 8 (ii).
- (vii) "Delivery Point" means the place mentioned on the face of each Purchase Order.
- (viii) "Description" shall have the same meaning ascribed to it in Clause 2.1.
- (ix) "Force Majeure" shall have the same meaning ascribed to it in Clause 14.2.
- (x) "Goods" means the products specified in the Purchase Order and all parts or components of them and/or all work to be done by the Supplier as specified in the Purchase Order from time to time.
- (xi) "Laws of Pakistan" means the Constitution of the Islamic Republic of Pakistan, 1973, the federal, provincial and local laws of Pakistan, including all orders, rules, regulations, statutory rules and regulatory orders "S.R.O.'s", executive orders, decrees, policies, judicial decisions, notifications, guidelines, or other similar directives issued pursuant thereto, as any of the foregoing may be in effect or amended from time to time.
- (xii) "Parties" means both the Supplier and the Buyer and the term "Party" shall mean either of them.
- (xiii) "Purchase Order Terms" or "Purchase Order" or "Order" means an order in respect of the Goods duly issued by the Company as a printed form containing the Company's official letterhead and its registered logo, and each

Order is to be distinguished by a distinct number assigned to each Purchase Order.

(xiv) "Quotation" means as estimate of the Goods to be purchased prepared and sent by the Supplier to the Company along with the relevant terms and conditions.

(xv) "Sample" shall have the same meaning ascribed to it in Clause Clause 2.1.

(xvi) "Works" means all or any part of the works required to be done by the Supplier in connection with the supply of Goods.

1.2 Rules of Interpretation

Save to the extent that the context or the express provisions of the Purchase Order Terms otherwise requires:

(i) Words importing the singular include the plural and vice versa.

(ii) Headings and sub-headings shall not be deemed parts of the Purchase Order Terms and shall not be taken into consideration in the interpretation or construction hereof.

(iii) References to Articles, Clauses, Sub-Clauses, Schedules and Annexes shall be construed as references to articles, clauses, sub-clauses, schedules and annexes of the Purchase Order Terms, unless otherwise stated.

(iv) References to: (a) natural persons include reference to corporate bodies; (b) persons includes their successors and any permitted transferees, assigns and legal heirs; (c) dates and periods relate to the Gregorian calendar; and (d) one gender including neuter shall include reference to all genders.

(v) Where the words "include" or "including" appear they are to be construed without limitation.

(vi) All references to any statute or statutory provision shall include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

(vii) The invalidity or unenforceability of any provision of the Purchase Order Terms shall not affect the validity or enforceability of the remaining provisions.

(viii) No rule of construction shall apply to the disadvantage of a Party because that Party was responsible for the preparation of this Agreement or any part thereof.

(ix) This Purchase Order Terms shall be read as a whole for the purposes of interpretation. However, in the event of any inconsistency among different provisions of the Purchase Order Terms and its Annexes, or other documents which form an integral part of the Purchase Order Terms, the more particular provisions or more stringent requirements related to the Agency's obligations, covenants, representations and warranties, and indemnities shall prevail.

2. ORDERING OF THE GOODS

2.1 Terms of Quotation

(i) The Supplier shall submit a Quotation in writing when so required by the Company within three (03) Days of the request or sending of any Sample. This agreed time period may be amended from time to time. The Quotation shall be accompanied by either a sample (hereinafter, the "sample") or complete description (hereinafter, the "Description") of the Goods, as the case may be.

(ii) On accepting the Quotation, the Company shall place the Purchase Order Terms with the Supplier for the supply and delivery of the Goods thereby clearly specifying the Sample or Description, as the case may be. The prices quoted along with the other terms and conditions in the Quotation shall remain effective for such days as specifically mentioned in the Quotation, after which in case the Company intends to proceed with the Supplier it will request a revised quote.

2.2 Delivery Date

The Supplier shall acknowledge receipt of the Purchase Order and shall confirm, within twenty four (24) hours of receiving the Order, the Delivery Date for the delivery of the Goods. If the Supplier cannot for any reason whatsoever deliver the Goods on the Delivery Date, then the Supplier shall, as soon as possible but nevertheless within twenty four (24) hours of receiving the Order, inform the Company of this.

2.3 Terms and Conditions

It is understood and agreed between the Parties that:

(i) In the event of any conflict or inconsistency, the terms and conditions of the Purchase Order Terms shall prevail.

(ii) Acceptance of an Order by the Supplier shall be deemed to bind the Supplier to the terms and conditions contained in the Purchase Order Terms and no Goods shall be supplied by the Supplier, its employees, agents or representatives, except in accordance herewith.

(iii) The terms and conditions incorporated by the Supplier in each Quotation shall become part of the Purchase Order Terms unless and until the same are not in conflict with the terms and conditions contemplated herein.

(iv) The Purchase Order Terms shall incorporate from time to time any: (a) the Sample or/and the Description; (b) terms and conditions referred to in each of the Purchase Order Terms; (c) the terms and conditions incorporated in the Quotation and, (d) all terms and conditions implied by law.

(v) Other than the Purchase Order Terms duly issued by the Company, the Supplier shall not be liable for any other orders.

3. DESCRIPTION, SPECIFICATION & SAMPLE OF GOODS

3.1 Description, Specification and Sample of Goods

(i) The Goods shall be of exactly the same quality and equal in all respects to the Description or Sample (as the case

may be) set out in the Purchase Order Terms.

(ii) The Supplier shall ensure that the make, quantity and quality of the Goods, supplied by the Supplier strictly comply with the Description/Sample and other specifications set out in the Purchase Order Terms.

4. CANCELLATION OF ORDER

4.1 Cancellation of Order

If for any reason which also includes but is not limited to; force majeure, the Supplier intends to cancel the Purchase Order Terms, it shall inform the Company by a written notice within 24 hours of the receipt of the Purchase Order Terms.

5. TIME OF ESSENCE

5.1 Time of Essence

It is understood and agreed between the Parties that time for the performance of each of the Purchase Order Terms shall be of utmost essence and any violation of the same shall give the Parties the right to terminate the Purchase Order Terms under the relevant clause herein.

6. SUPPLY OF DOCUMENTS

6.1 Supply of Documents

The Supplier shall:

- (i) On dispatch of the Goods, send detailed advice notes (which shall accompany the Goods and invoices);
- (ii) Clearly specify the Purchase Order numbers on all invoices, advice notes, statements, correspondence packages and packing.

7. PASSING OF TITLE & RISK

7.1 Passing of Title and Risk

Risk and title in all components and materials constituting the Goods and tools to be used exclusively in connection with the Goods shall pass to the Company as soon as they are delivered pursuant to the Purchase Order Terms by the Supplier, along with title in all documents of any kind including drawings, designs and manuals as soon as they are handed over to the Company by the Supplier. The title shall remain with the Supplier until the goods are delivered to the Company and the Company gives/sends a confirmation thereof vide the Delivery Note.

8. DELIVERY

8.1 Delivery

(i) The Goods shall be delivered by the Supplier, carriage paid at the Supplier's risk in such quantities, in such manner, at such times and to such Delivery Points as set out in the Purchase Order Terms, or as directed by the Company in writing.

(ii) At the time of delivery at the Delivery Point, a delivery note or any other document acknowledging the delivery of the Goods shall be rendered which shall be signed by the Company's authorised representative, thereby acknowledging the receipt of the Goods (hereinafter, "Delivery Note").

(iii) The Supplier shall furnish such timetables, programmes delivery as the Company may require and shall promptly advise it in writing if such programmes are or are likely to be delayed.

(iv) The Supplier shall be responsible for any expenses incurred to deliver any incorrectly delivered Goods at the correct Delivery Point or return any items delivered in excess of the quantity specified in the Order.

(v) Supplier shall share scanned copy of Delivery Challan, Builty, Material Test Certificate (MTC) and Pressure Test Certificate (PTC) through email at the time of dispatch. Supplier shall also provide the same along with a Packing List (PL) inside the package being delivered to the Company. Package should clearly identify details of the shipper and our Purchase Order Terms reference. In case of dangerous Goods, which may include but is not limited to Goods that may harm people, other living organism, property, environment or anyone, the Supplier shall share or submit, with the Company, a Material Safety Data Sheet (MSDS) along with the material sample at least seven (07) days prior to the delivery to the complete satisfaction of the Company. (vi) Unless specifically mentioned in the Purchase Order Terms, part delivery will not be accepted and will be returned at the cost of the Supplier. Material will not be taken on charge and returned at Supplier's cost if it is a part delivery. (vii) Supplier shall make sure that all goods supplied are adequately packed in order to prevent any damage during transit, including damage through corrosion and/or moisture. The Supplier shall also take into account any special instructions given in the Purchase Order Terms regarding packaging.

(viii) If the Supplier's delivery vehicle is equipped with a lifting equipment such as an HIAB, the supplier must ensure that:

- a) The lifting equipment has a valid certificate of worthiness issued by a recognized Inspection Agency and approved by the Ministry of Labour, Pakistan.
- b) The lifting equipment's operator have a valid operating license to operate the particular equipment.
- c) All loose tackles; such as but not limited to chain blocks, web slings, eyebolts, shackles must be supported by a Test Certificate which must be easily identified to each item. Vehicles not complying with the above will not be allowed to enter the Company's premises.

(ix) The Supplier should;

- a) Send any railway/truck receipt and dispatch advice along with delivery challan to the Unit Manager (Materials) on the day the Goods are dispatched.
- b) Send a copy of the Delivery Challan with the Purchase Order Terms to Procurement and the Material Receiving Report along with the Bill to the Finance Division at the address: E-110, Khayaban-e-Jinnah, Lahore Cantt, Lahore.

(x) A Material Receiving Report will be issued by the Unit Manager (Materials) once the supplied material is inspected and accepted.

(xi) As soon as the Goods are booked on freight to-pay basis; the Supplier should furnish following particulars to the Manager (Finance); enabling him to insure the Goods during transit otherwise any loss of damage during transit will be on the Supplier's account.

a) Purchase Order No. & Date.

b) Railway / Truck Receipt No. & Date.

c) Value & Description of consignment.

This clause will however not apply where rates are on F.O.R Plant (Sadikabad) basis. Supplier however, at his own cost, may insure such goods at the rates of F.O.R.

(xii) The Company agrees that delivery shall be taken as complete to the full satisfaction of the Company once the Goods are delivered at the Delivery Point to any staff, employee, agent or representative of the Company, who in turn signs the Delivery Note.

(xiii) The Supplier shall insure that Company has the opportunity to inspect the Goods at any time, either at the Supplier's facilities, the Manufacturer's facilities, or any other location. Such inspection shall not relieve the Supplier of any obligation under the Purchase Order Terms. When inspection is required, the details shall be given in the Purchase Order Terms attachment thereto. In addition:

(a) If inspection is not arranged at your premises before dispatch of the goods such inspection shall not relieve you of the responsibility/liability and/or such guarantees as may be required will not in any way be interpreted to imply acceptance of the goods.

(b) If the material is rejected not being according to Purchase Order Terms specification clause No.9 below can be applied.

(c) If the Supplier fails to deliver any or all of the Goods by the Delivery Date to the Delivery Point within the time period specified in a Purchase Order, the Buyer, without prejudice to its other remedies under the applicable laws, shall have the right to claim liquidated damages and Supplier shall pay to Buyer as liquidated damages with respect to those delayed Goods/services/Works an amount equal to 1% of the value of the delayed Purchase Order Terms for each week of delay or part thereof until actual performance up to maximum deduction of 10% of total Purchase Order amount, which the Parties agree is a reasonable estimate of the loss to the Buyer in case of such delay. Once the maximum is reached and such Goods/services/Works are still outstanding, Buyer shall have the right, in addition to its other rights under the Agreement, at its discretion to forthwith terminate the Agreement and/or to procure the delayed Goods/services/Works from a third party at the cost and expense of the Supplier.

9. REJECTION/ACCEPTANCE OF THE GOODS

9.1 Rejection of Goods

If any Goods delivered in terms of the Purchase Order Terms do not conform to the specifications provided in the

Purchase Order, the Company shall be entitled (whether or not any Goods have been accepted by the Company and whether the title in the Goods has passed onto the Company or not), at its sole discretion and without prejudice to any other remedy, to exercise any one or more of the following rights:

- (i) Reject the Goods and return the Goods to the Supplier that do not conform to the specification mentioned in the Purchase Order at the costs of the Supplier.
- (ii) Permit the Supplier to replace or repair the Goods at the Supplier's expense so that they conform to the Purchase Order Terms.

9.2 Mistaken Rejection

Where the potential rejection is in consequence to any mistake, intentional or unintentional by the Company in the Purchase Order Terms with regards to the specifications of the Goods or other relevant terms and conditions, the Buyer may:

- (i) Accept the Goods confirming with the Purchase Order Terms supplied and delivered by the Supplier and make full payments as per the Quotation.
- (ii) Request to Supplier to replace the Goods, if possible for the Supplier, at the cost and expense of the Company.

9.3 Obligation upon Rejection

Where the Company rejects any Goods, the Supplier shall return all payments already made for the rejected Goods if at all. Where, on rejection, the Company elects to keep or take any Goods, it shall account to the Supplier for their agreed price as per the Quotation.

9.4 Acceptance

Where no objection has been raised within 2 days of the delivery of the Goods at the Delivery Point, the same will be deemed to have been accepted by the Company to its full satisfaction.

10. TERMS OF PAYMENT

10.1 Terms of Payment

- (i) In consideration of the Delivery by the Supplier of the Goods in connection with the Purchase Order Terms, the Company shall, from time to time, pay to the Supplier as per the terms agreed.
- (ii) All payments under the Purchase Order Terms will be made by the Company within 30 Working Days from the receipt of the invoice.
- (iii) All payments to be made by Company to the Supplier in connection to the Purchase Order Terms shall be liable

to deduction of all applicable taxes. Challans against all payment deducted by the Company on account of any taxes shall be provided by the Company.

(iv) Any disputes arising out of or in connection with the invoices or payments shall be informed by the relevant party to the other party within 7 Working Days of such dispute coming into notice/attention. Both Parties shall mutually negotiate and agree upon to resolve the dispute and settle the invoice and subsequent payment thereof. Lapse of time shall no longer make the dispute entitled to be raised and resolved.

(v) Supplier shall submit a duplicate invoice to Company (Attn: Finance Department) immediately on the delivery of the Goods. Invoices must show Company's Purchase Order Terms number, rates, destination and be supported by applicable documents including but not limited to delivery note, receipt, original bill of lading, airway bill showing weight of goods, port of shipment and complete route.

(vi) Unless otherwise stated in the Payment Terms, the Company shall pay the Supplier within 30 days following receipt of the invoice with supporting documents. Before paying any invoice, Company may require evidence that all Goods covered by the invoice have been paid for and that all obligations relating to the invoice have been satisfied. The Company shall not be responsible for any late payment caused because of the submission of incorrect and/or incomplete documents. All payment shall be made by bank transfer unless agreed otherwise.

(vii) The supplier shall send the bill along with **MATERIAL RECEIVING REPORT** to Finance Department. Bill sent without MRR will not be entertained. MRR will be dispatched to the supplier by Materials Department as soon as goods are accepted by the inspection wing. First copy of bill shall be marked "**ORIGINAL**" and each subsequent copy shall be respectively marked "**COPY**". Bill must be on the proper bill form duly signed by competent authority. Over-writing will render the bill unacceptable.

11. REPRESENTATIONS AND WARRANTIES

11.1 Representation and Warranties

(i) The Supplier hereby represents and confirms that it is a duly incorporated and subsisting legal entity and has got all the required power and approval and has fulfilled all the corporate formalities; and has gotten all the Consents required to enter into this Purchase Order Terms; and that it can validly and lawfully undertake, and perform the obligations arising out of these Purchase Order Terms.

(ii) The Supplier represents and warrants that it has gotten and shall maintain, at all times during the subsistence of the Purchase Order Terms, all Consents to commercially supply the Goods under the Purchase Order Terms.

(iii) If Supplier is supplying Goods manufactured by a party other than the Supplier himself, the Goods must be accompanied by the original company manufacturer's guarantee and/or warranty wherever such guarantee/warranty is given by the manufacturing company.

12. LOSS AND INDEMNITY

12.1 Loss and Indemnity

Without prejudice to its liability for breach of any of its obligations under this Purchase Order Terms, the Company

shall be liable for and hereby indemnifies the Supplier, its officers, employees and representatives to the fullest extent permitted under the Laws of Pakistan against all liabilities, losses, damages, costs, expenses (including legal expenses) or proceedings whatsoever arising as a result of any wilful breach of the terms and conditions of the Purchase Order Terms by the Company. Correspondingly, the Supplier shall reciprocate indemnification to the Company in the same manner in case of a breach that is caused on its part in connection to the terms of this Purchase Order Terms or against a third party claim arising out of or in connection with the Goods and/or Deliveries contemplated under the Purchase Order Terms. For the avoidance of doubt, such third party claims also include but are not restricted to claims that arise from the use of the Goods supplied by the Supplier. In such case, the Supplier shall effectively and fully hold harmless and indemnify the Company against such claims and deal with the third party as if the claim was brought against it and not the Company.

13. CONFIDENTIALITY

13.1 Obligation on Parties

(i) Each Party undertakes that it shall keep in strict confidence any Confidential Information concerning the other Party, and not disclose that Confidential Information to any person except as permitted by clause 13.2. This clause shall survive two (2) years of termination or expiry of this Agreement, whichever is sooner.

(ii) Neither Party shall use any other Party's Confidential Information for any purpose other than to perform its obligations under the Purchase Order Terms.

13.2 Permitted Disclosure

(i) To its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the Party's obligations under this Purchase Order Terms. Each Party shall procure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 13; and

(ii) As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14. FORCE MAJEURE

14.1 Force Majeure

Failure by the Supplier to supply the Goods in accordance with the terms and conditions of this Purchase Order or to fulfil any other obligation hereunder shall not be deemed to be a breach or default insofar as such failure arises from a "Force Majeure Event" provided that a notice of the occurrence of a Force Majeure Event is given to the Buyer. The Supplier, before giving the notice, is obliged to use all reasonable efforts to mitigate the effects of a Force Majeure Event, including, but not limited to, the payment of all reasonable sums of money by or on behalf of the Supplier in light of the likely efficacy of the mitigation measures. However, if the Force Majeure Event exceeds a continuous period of sixty (60) Days, then either Party may terminate this Agreement by written notice to the other Party with immediate effect.

14.2 What Constitutes Force Majeure

In the Purchase Order Terms, the expression "Force Majeure Event" means any event or circumstance or combination of events or circumstances beyond the reasonable control of the Supplier which (or the effects of which) adversely affects the Supplier's ability to supply the Goods or to fulfil any other obligation under the Purchase Order Terms. Without limiting the generality of the foregoing, a Force Majeure Event shall include, an act of God, war (whether declared or not) invasion, armed conflict or act of foreign enemy, blockade, embargo, hostilities, terrorism, insurrection, riot, civil commotion, trade sanctions of whatever description, flood, lightening, explosion, fire, earthquake, tsunami, storm, cyclone, typhoon, drought, tornado, epidemic or plague, explosion or chemical contamination, radioactive contamination or ionising radiation, strikes, works to rule or go slows or other labour actions or other act outside the reasonable control of the Supplier.

15. SEVERABILITY

15.1 Severability

In the event any provision of the Purchase Order Terms is held to be invalid or unenforceable, the remaining provisions of the Purchase Order Terms will remain in full force and effect.

16. AMENDMENT

16.1 Amendments

The Purchase Order Terms may be amended or modified only by mutual consent of the Parties in writing.

17. WAIVER

17.1 Waiver

Failure by the Parties to enforce at any time or for any period any one or more of the terms or conditions of the Purchase Order Terms shall not be a waiver of any one or more of them or of the right at any time subsequently to enforce any and/or all terms and conditions of the Purchase Order Terms.

18. LAW AND JURISDICTION

18.1 Law and Jurisdiction

This Purchase Order Terms shall be governed by the Laws of England and the Parties submit to the exclusive jurisdiction of courts in London.

19. TERMINATION

19.1 Termination by the Supplier

Where any undisputed invoice(s) due to Supplier remains unpaid by Company for more than sixty (60) days after the same became due as per the payment terms agreed, Supplier shall promptly notify the Company of the same. Where the pending payments remain unpaid for more than three (03) months, the Supplier shall have the right to

suspend provision of the Services until such time till the Company settles such outstanding invoice, and in any event may terminate the Purchase Order Terms immediately by written notice if such undisputed invoice remains unpaid for more than ninety (90) days.

19.2 Termination by the Company

The Company may terminate this Purchase Order Terms at any time by giving thirty (30) days' written notice to the Supplier.

19.3 Termination due to Breach

- (i) Either Party may terminate this Purchase Order Terms upon breach, effective upon written notice to the other Party, (the Defaulting Party);
- (ii) If the Defaulting Party commits a material breach of any of its obligations under this Purchase Order Terms, and such breach is incapable of rectification, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach;
- (iii) If the Defaulting Party commits persistent minor breaches for three or more times, and taken cumulatively, such breaches constitute a material breach.

19.4 Obligation upon Termination

- (i) The Parties may terminate the Purchase Order Terms immediately by written notice if there is a change of Control of the other Party. Each Party shall promptly notify the other Party of any such change of Control and thereafter, the Purchase Order Terms shall stand terminated immediately upon acknowledgment of receipt of the information by the other Party.
- (ii) The Purchase Order Terms shall immediately stand terminated should a winding up proceeding be initiated against any Party or a Party is proceeded into insolvency proceedings.
- (iii) In the event of termination the Company shall within thirty (30) Working Days, be liable to make payments against the invoices raised by the Supplier under the Purchase Order Terms prior to the date of notice of termination, notwithstanding any notice of termination or any actual termination of the Purchase Order Terms.
- (iv) Upon termination or expiry of the Purchase Order Terms, whatever the case may be, both Parties shall settle their accounts for the Services rendered to each other contemplated under this Agreement, within thirty (30) days of the expiry or termination.

20. RESOLUTION THROUGH MUTUAL CONSENT

20.1 Resolution through Mutual consent

- (i) Subject to clause 20.3, if there is a dispute in relation to the Purchase Order Terms, before commencing to any court or similar proceedings, the Parties shall discuss the issues in good faith with a view to resolving the dispute amicably and comply with the dispute resolution and escalation procedure set out at clause 20.2.

(ii) In the event of a dispute in relation to the Purchase Order Terms or its subject matter, Supplier's Manager and Company's Manager shall, within seven (7) working days from and including the date on which the dispute is brought to the attention of one Party by the other Party (Date of Dispute Notification), seek to resolve the dispute through amicable discussion and negotiation using reasonable endeavours to find a solution.

20.2 Arbitration

Failing resolution of a dispute pursuant to clause 20.1, each Party's senior employee shall meet in a mutually convenient location no later than twenty-one (21) days from and including the Date of Dispute Notification, and shall use reasonable endeavours to resolve the dispute by way of negotiation which shall be conducted in good faith in an effort to resolve the dispute.

20.3 Alternative Dispute Resolution

Failure to reach a conclusion shall render the dispute to be referred to arbitration wherein one arbitrator shall proceed with arbitration under the Laws of England. Such arbitrator shall be mutually appointed by the parties and the award shall stand final and binding on both. The venue shall be London, with the language being English. Both Parties shall bear their respective cost.

21. INSPECTION

21.1 Inspection

The Supplier shall insure that the Company has the opportunity to inspect the GOODS at any time, either at the Supplier's facilities, the Manufacturer's facilities, or any other location. Such inspection shall not relieve the Supplier of any obligation under the Purchase Order. When inspection is required, the details shall be given In the Purchase Order Terms attachment. In addition:

- (a) If inspection is not arranged at Supplier's premises before dispatch of the goods such inspection shall not relieve Supplier of the liability and or such guarantees as may be required will not in any way be interpreted to imply acceptance of the goods.
- (b) If your material is rejected not being according to Purchase Order Terms specification clause No. 9.3 shall be applied.

22. ETHICS

22.1 Ethics

Our supplier are encouraged to report any suspected violations of regulations, laws and the Code of ethics by any other stakeholder in confidentiality using available channel through email on **Ethics.SC@fatima-group.com**

Signatures	
Buyer	Supplier
(Authorized Representative Signature)	(Authorized Representative Signature)

Name	Name
(Title)	(Title)
(Date)	(Date)