

Purchase Order / أمر شراء

To	ITWorx Edu FZ-LLC 132, Flr. 1, Bldg. 16, Dubai Internet City Dubai United Arab Emirates	الى	P.O No. Release Date	2000343 27-DEC-2020	رقم أمر الشراء التاريخ
TRN	100368355200003	الرقم الضريبي	Revision Date Delivery Terms	DDP	تاريخ التعديل شروط التسليم
Fax		فاكس	Delivery Date	30-JUN-2021	تاريخ التسليم
Tel		هاتف	Delivery Address	Emirates Post / Spar Super Market Building Abu Dhabi, United Arab Emirates	مكان التسليم
Email Attn		بريد الكتروني عناية	Payment Terms Warranty Partial Delivery Currency	See Below Note 3 Months As per ATC PM Approval AED	شروط الدفع الكفالة/الضمان التسليم الجزئي العملة
Quotation Ref	ITWorx proposal dated on 10- Dec-2020	رقم المرجع	Original Invoice To	Accounts Payable Accountant: Shafeek Basheer Email: ASIT-Finance@asit.ae Phone: +971-2-5091134	ترسل الفاتوره الاصليه الى
Buyer Name	Ahmed Salman Abdelkader Awad	مسؤول الشراء	TRN: 100273758100003	Advanced Technology Consultancy LLC Emirates Post / Spar Super Market Building Abu Dhabi, United Arab Emirates	
Email	ahmed.awad@globalhr.ae	بريد الكتروني			
Ext.		فرعي			

بموجب أمر الشراء هذا ، يرجى توريد المواد / الخدمات التالية وذلك حسب الشروط الموضحة والمرفقة كما يرجى تأكيد استلام هذا الأمر.

Please supply following goods/services. In accordance with the terms and conditions as attached and acknowledge this order with the details of price & delivery.

رقم متسلسل Sr.No	رقم المادة Part No.	الوصف Description	الوحدة U/M	الكمية QTY	سعر الوحدة Unit Price (AED)	السعر قبل الضريبة Price Excl. Tax (AED)	نسبة الضريبة TAX Rate (%)	قيمة الضريبة TAX (AED)	السعر الإجمالي Total Price (AED)
1		Part 1 - Analysis	Number	1.00	529,668.22	529,668.22	5	26,483.42	556,151.64
2		Part 1 - Design	Number	1.00	529,668.22	529,668.22	5	26,483.42	556,151.64
3		Part 1 - Phase 1a - Development	Number	1.00	529,668.22	529,668.22	5	26,483.42	556,151.64
4		Part 1 - Phase 1b	Number	1.00	0.00	0.00	5	0.00	0.00
5		Part 1 - Development	Number	1.00	423,734.57	423,734.57	5	21,186.73	444,921.30
6		Part 1 - Final Acceptance	Number	1.00	105,933.64	105,933.64	5	5,296.69	111,230.33
7		CENTRALIZED QUESTION BANK - Analysis	Number	1.00	193,268.10	193,268.10	5	9,663.41	202,931.51
8		CENTRALIZED QUESTION BANK - Design	Number	1.00	193,268.33	193,268.33	5	9,663.42	202,931.75
9		CENTRALIZED QUESTION BANK - UAT Sign Off	Number	1.00	154,614.66	154,614.66	5	7,730.74	162,345.40
10		CENTRALIZED QUESTION BANK - Go-Live	Number	1.00	193,268.33	193,268.33	5	9,663.42	202,931.75
11		CENTRALIZED QUESTION BANK - Final Acceptance	Number	1.00	38,653.67	38,653.67	5	1,932.69	40,586.36
12		Part !! - Phase 1 - Analysis & Design	Number	1.00	1,062,290.46	1,062,290.46	5	53,114.43	1,115,404.89
13		Part !! - Phase 1 - Development	Number	1.00	1,062,290.46	1,062,290.46	5	53,114.53	1,115,404.99
14		Part !! - Phase 2 - Analysis & Design	Number	1.00	212,458.28	212,458.28	5	10,622.92	223,081.20
15		Part !! - Phase 2 - Development	Number	1.00	637,373.91	637,373.91	5	31,868.70	669,242.61

Confidential

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This electronic signature provides the same legal standing as a handwritten signature 30-Dec-2020 01:33:01 PM.

This electronically signed Purchase Order shall constitute a binding contract, maintained in the ordinary course of business and an original written record when printed from electronic files.

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رقم متسلسل Sr.No	رقم المادة Part No.	الوصف Description	الوحدة U/M	الكمية QTY	سعر الوحدة Unit Price (AED)	السعر قبل الضريبة Price Excl. Tax (AED)	نسبة الضريبة TAX Rate (%)	قيمة الضريبة TAX (AED)	السعر الإجمالي Total Price (AED)
16		Part !! - Phase 3 - Analysis & Design	Number	1.00	212,458.28	212,458.28	5	10,622.92	223,081.20
17		Part !! - Phase 3 - Development	Number	1.00	637,373.91	637,373.91	5	31,868.70	669,242.61
18		Part !! - Phase 3 - Final Acceptance	Number	1.00	424,914.74	424,914.74	5	21,245.74	446,160.48
المجموع - Total						7,140,906.00		357,045.30	7,497,951.30

Total: (in words) Seven Million Four Hundred Ninety-Seven Thousand Nine Hundred Fifty-One UAE Dirham and Thirty Fils Only.

Note To Supplier:

Payment Terms: Back-to-Back from Customer (As per Contract/Agreement number 1090441)

Start and End Date: 01-Jan-2020 till :30-June-2021

Purchase Order / أمر شراء

1. The Order

- 1.1. The order entered into between Advanced Technology Consultancy LLC (ATC) and the Supplier is for sale, delivery and installation of the whole of the goods described in the PO and in any specifications referred to there in and covers all protection packaging and marking.
- 1.2. These general conditions shall form part of the order. These shall terms and conditions shall not be varied and no conditions contained in quotations, letters, invoices or other communications issued by the Supplier shall annul or vary them or any instructions contained in the PO, unless expressly agreed by both parties in writing.

2. PRICES:

- 2.1. The agreed prices in this Purchase Order (.P.O) are final and not subject to escalation under any circumstances.

3. Identification of Material

- 3.1. All packages are to be marked on the outside with our PO number.
- 3.2. All packages are to be accompanied by a Delivery Note quoting our order and item numbers together with quantities and descriptions of goods supplied against each item.

4. Packing and Protection: Materials are to be protected against damage. This protection to be applied individually in order to prevent deterioration of articles after their removal from packing or crates.

5. Delivery of Goods/Services:

- 5.1. All materials are to be delivered as per the agreed INCOTERMS and the address given on the PO. Goods must be off loaded at the destination and released to the Receiver.
- 5.2. Partial delivery or early delivery is not acceptable unless otherwise stated in the PO or authorized in writing by the Purchaser.
- 5.3. Delivery date as stated in the PO.

6. Guarantee: The Supplier shall submit within 10 days of receipt of the PO, a performance bond equivalent to 10% of the total value of the PO in a form accepted to ATC, unless agreed in writing otherwise.

7. Receipt and Acceptance of Goods:

- 7.1. Acceptance of delivery shall not constitute completion of the Order until the necessary inspection, installation or testing is carried out and confirmed by ATC. Unless otherwise specified, all goods and/or services furnished hereunder will be subject to final inspection and acceptance or rejection by ATC within a reasonable time after delivery. ATC will, upon written notice to the Supplier, hold any rejected goods at the Supplier's risk pending the Supplier's instructions.
- 7.2. If the Supplier fails to furnish ATC with instructions regarding the disposition of such goods within a reasonable time, ATC may return the goods to the Supplier at the Supplier's expense or dispose them of as necessary or resort to Risk Purchase as per 12.2.

8. Rejection of Goods / Services: ATC reserves the right to withhold payment for any goods supplied or services rendered that does not comply with the specifications quoted in the order together with applying the delay penalty as specified in Article 12 herein.

9. Cancellation of Order: Advanced Technology Consultancy LLC reserves the right to cancel this Order in the case of non-delivery as stipulated by the PO date or later date that is mutually accepted.

10. Invoices: Invoices are to be submitted immediately upon delivery of materials/completion of the services.

- 10.1. "In accordance with Article 67 of Decree-Law, the supplier has to submit the original tax invoice with all supporting documents within 14 days from the date of supply. To ensure compliance with regulations for input tax recovery, it is preferred to receive the original tax invoice from supplier within 7 days and in no case later than 14 days from the date of the tax invoice"
- 10.2. Supplier invoice shall be accepted only if the following conditions are met:
 - 10.2.1. The tax invoice is dated not older than 14 calendar days (in par with Decree-LAW)
 - 10.2.2. The tax invoice is an original and includes all required details such as:
 - 10.2.2.1. Correct company name and TRN
 - 10.2.2.2. PO/Contract reference
 - 10.2.2.3. With supplier signature and stamp (except for electronic invoices)
 - 10.2.2.4. Electronic invoices that need to be treated as original shall contain text "This is an electronically-approved invoice, hence does not require signature and/or stamp. Electronic invoices to be accepted only if digital certificate has been provided to ATC"
 - 10.2.2.5. Description, quantity and amount of supply matching with supporting documents
 - 10.2.2.6. Correct VAT amount
 - 10.3. The tax invoice has complete supporting documentations including copy of PO and Delivery Note/Service Acceptance Certificate etc.

11. Penalty: Should the Supplier fails to deliver all or part of the required material on the agreed date, a penalty of 1% of the value of the delayed items will be imposed for the first week or part thereof of delay, and shall to be increased for 2% for each following week or part thereof, to a maximum of 10%.

12. Risk Purchase: If the Supplier fails to supply the goods/items/services after exhaustion of 10% penalty as provided in the P.O, the ATC reserves the following right:

- 12.1. To cancel such undelivered item/items/service and draw the Bank Guarantee; or
- 12.2. Resort to risk purchase of such goods/items/service from other sources, any excess value in price shall be charged to the Supplier plus an administrative charge at the rate of 5% of the value of the item/s and/or service that has been purchased. Plus, whatever penalty is due for the delayed period.

13. Warranty:

- 13.1. Supplier expressly warrants that all goods provided pursuant to the Purchase Order will be merchantable, fit and sufficient for the purpose ordered and will be free from defects in design, materials and workmanship for a period as stated in the PO above from the date of final acceptance.
- 13.2. All the Supplier's warranties shall, as applicable, run to ATC, its associated companies, its and their successors, assigns and customers.
- 13.3. All charges associated with the warranty claim will be borne by the Supplier including repair/replacement, Insurance and transportation charges.

14. Force Majeure:

- 14.1. The following should be considered as cases of force majeure and relieve the parties of their obligations under the P.O as long as the circumstances last: Fire, mobilization, requisition, war, embargoes, currency restriction, insurrection and acts of God.
- 14.2. Party claiming force majeure shall immediately upon occurrence, notify the other party of such event by fax or registered mail stating the estimated consequences. Onus to prove the occurrence of such events lies on the party claiming its invocation.
- 14.3. If the force majeure situation lasts more than three months, the Buyer may terminate the P.O without affecting his rights adversely under this Purchase Order.
- 14.4. Any extension in the delivery period due to causes of force majeure shall be by mutual agreement between the parties.

15. Tax: Unless exempted by the Buyer, All Taxes and duties related to this. P.O shall be borne by the Seller.

16. Banking Charges: All Banking charges related to this. P.O will be borne by the Seller.

17. Indemnity

- 17.1. The Supplier shall indemnify, defend and hold the Buyer, its officers, directors, employees or agents harmless from all claims, costs, liabilities, damages, injury, death and expenses (including reasonable legal fees and other professional fees) suffered or incurred by the Buyer, its employees, directors, officers, agents or by any Buyer's customer or third party arising from any wilful misconduct, gross negligent, wrongful act or omission by the Supplier or its employees, agents or representatives in the performance of the PO and/or any breach by the Supplier of this PO.
- 17.2. The provisions of the Indemnity clause shall survive termination or expiration of the PO, however arising.

18. Jurisdiction and Governing Law:

This PO is governed by and construed in accordance with the laws of the Emirate of Abu Dhabi and the federal laws of the United Arab Emirates as applied in the Emirate of Abu Dhabi. All disputes between the parties, if not amicably settled, shall be referred to Abu Dhabi competent courts.