



Almoayyed Trading and Contracting

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Purchase Order (DRAFT)

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Supplier Name : GALLAGHER SECURITY ME BRANCH **PO Number :** 177100934 **Version :** 0

Supplier Name & Address :	Supplier No.	31068
GALLAGHER SECURITY ME BRANCH	P.O.No. / Req.No.	177100934 /
P.O.Box 30053	P.O.Date	02-OCT-17
Choueifat	Currency	USD
Bairut	Payment	NET 30 DAYS
Lebanon	Freight	
ATTN :	Carrier	
Ship To :	Inco Term	
Bill To :		
Almoayyed Trading & Contracting Yard 61, Road No. 3501, Block No. 635 www.almoayyedintl.com.bh Bahrain	Almoayyed Trading & Contracting Yard 61, Road No. 3501, Block No. 635 www.almoayyedintl.com.bh Bahrain	

Description : AISS-0002764 -RMA-Ticket Id : 13940

S.No	Item Details	Schedule DT	UOM	Quantity	Rate	Value
2	C05-C300100 CONTROLLER 6000 STANDARD		Each	1.000	250.00	250.00

Total In Words:	US Dollar Two Hundred Fifty Only.	250.00
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Remark :-

Purchase Order Terms and Conditions

1. Definitions

In these Conditions "the Purchaser" means Almoayyed Trading and Contracting as detailed in the Order, "the Supplier" means any person, firm or company to whom an Order is addressed, "Order" means an order on the Purchaser's official purchase order form for the Goods and Services issued by the Purchaser to the Supplier, "Services" means the services described in an Order, "the Goods" means the goods described in an Order and "Loss" means actions, suits, claims, demands, losses, charges, costs and expenses which the Purchaser may suffer or incur.

2. Acceptance of Order

2.1 The Supplier's execution and return of the acknowledgement copy of the Order, or the commencement of delivery of Goods or performance of Services, constitutes the Supplier's acceptance of the Order subject to these Conditions.
2.2 The Purchaser is not liable for any Order unless it has been placed on behalf of the Purchaser by its duly authorised representative and the Supplier confirms its acceptance of such Order and these Conditions as set out in Condition 2.1 above.
2.3 No other terms and conditions shall be binding upon Purchaser.

3. Warranty of Goods and Services

The Supplier shall ensure that:
3.1 the Goods and Services shall be to the reasonable satisfaction of the Purchaser and shall conform in all respects with any particulars referred to in the Order and in any variations thereto;
3.2 the Goods shall be of satisfactory quality, of good materials and workmanship, substantially free from defects, fit and sufficient for the purpose for which such goods are ordinarily used and for any particular purpose made known to the Supplier by the Purchaser and the Purchaser relies on the skill and judgment of the Supplier in the supply of the Goods and the execution of the Order; and
3.2 it will provide the Services in accordance with the terms of the Order, with reasonable care, skill and diligence, using properly experienced and qualified people.

4. Purchase price and terms of payment

4.1 The price of the Goods and Services shall be as stated in the Order and includes all costs of supplying the same unless agreed otherwise.
4.2 Unless otherwise agreed in writing by the Purchaser, the Supplier shall render a separate Invoice and Packing List / Delivery Note in respect of each consignment delivered under the Order. If the Goods and Services are accepted by the Purchaser, payment shall be due 30 days after receipt of the same or the correct invoice thereof, whichever is the later.
4.3 The Purchaser reserves the right to withhold any disputed portions of payments until the dispute is resolved but undisputed amounts shall be paid by the due date.
4.4 The Purchaser may offset any amount owing to it from the Supplier against any amount owed to the Supplier by the Purchaser
4.5 All payments are made in Bahraini Dinars or as otherwise specified in Order.
4.6 All prices on the Order are fixed and not subject to any adjustment.

5. Inspection and rejection

5.1 The Supplier shall permit the Purchaser or his authorised representatives to make any inspections or tests he may reasonably require and the Supplier shall afford all reasonable facilities and assistance free of charge at his or of any his sub-contractor's premises.
5.2 The Purchaser may by written notice to the Supplier reject any of the Goods or Services which fail to meet the requirements specified in the Order. Such notice shall be given within a reasonable time after delivery to the Purchaser of the Goods concerned.
5.3 If the Purchaser shall reject any of the Goods or Services pursuant to Condition 5.2 the Purchaser shall be entitled either to obtain a refund from the Supplier in respect of the Goods and/or Services, or to: (a) have the Goods concerned as quickly as possible either repaired by the Supplier or (as the Purchaser shall elect) replaced by the Supplier with the Goods which comply in all respects with the requirements specified herein; and/or (b) have the relevant Services re-performed so as to meet the requirements specified herein.
5.4 Any repairs or replacement costs shall be borne by the Supplier.
5.5 Any Goods rejected or returned by the Purchaser as described in paragraph 5 shall be returned to the Supplier at the Supplier's risk and expense.

6. Changes

6.1 Purchaser reserves the right at any time to issue a written change order or amendment to the Order concerning any of the following:
(a) Changes in specifications as requested by end user, (b) quantity; (c) methods of shipment or packaging, (d) place of delivery, (e) time of delivery; or (f) any other matters affecting this Order.

7. Title; Risk of loss

7.1 Property and risk in the Goods shall pass to the Purchaser at the time of delivery. If the Supplier postpones delivery for any reason, title shall pass on the date that the Goods should have been delivered but risk shall only pass upon actual delivery.

8. Indemnification

8.1 Except for damages caused by the negligence of Purchaser, Supplier shall defend, indemnify and hold Purchaser harmless from all claims, actions, demands, loss and cases of action arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of Supplier, and whether directly or indirectly from any defect in the Goods or the negligent or wrongful acts of the Supplier.

9. Termination

The Purchaser may cancel the whole or any part of an Order at any time by written notice to the Supplier if:
9.1 the Supplier breaches any obligation hereunder (and, where the breach is capable of remedy, fails to remedy such breach within 14 days of receiving notice of the same);
9.2 circumstances exist or are likely to exist which in the Purchaser's reasonable opinion materially adversely affect the Supplier's performance of its obligations hereunder, or the basis on which any Orders were entered into; and/or
9.3 any substantive step is taken towards the Supplier's bankruptcy, administration, administrative receivership, receivership, winding up and/or dissolution;

10. Assignment

10.1 The Supplier shall not without the written consent of the Purchaser sub-contract and/or assign the benefit or burden of the whole or any part of an Order.
10.2 No sub-contracting by the Supplier shall in any way relieve the Supplier of any of his responsibilities under the Order.
10.3 Purchaser may assign its rights under this Order

11. General

11.1 The rights and remedies of the Purchaser provided in these Conditions are cumulative and are not exclusive of any rights or remedies provided at law or in equity.
11.2 The rights and remedies of the Purchaser may be waived only in writing and specifically, and any failure to exercise or any delay in exercising a right or remedy by the Purchaser shall not constitute a waiver of that or any other right or remedy.
11.3 If any of these Conditions is found by any court or administrative body to be invalid or unenforceable, the provision in question shall apply with such modification and/or deletion as may be necessary to make it valid and enforceable. No such invalidity or unenforceability shall not affect the other Conditions which shall remain in full force and effect.

12. Governing Law and Conflict Resolution

12.1 This Agreement and its conditions, terms, clauses and attachments shall be governed and construed in accordance with the rules and law of the Kingdom of Bahrain. The parties hereby expressly submit themselves to the jurisdiction of the judicial court system of the Kingdom of Bahrain for the determination of any controversy whatsoever arising under or in connection with this Agreement.
12.2 All disputes and differences of whatsoever nature which may arise between the Parties hereto touching the provisions or interpretation of this Agreement or any matter related hereto shall be adjudicated pursuant to the applicable rules as adopted by the Bahrain Chamber for Dispute Resolution. The language of arbitration shall be English and the arbitration proceedings shall be held in Manama, Kingdom of Bahrain. The arbitration decision shall be final.