

PURCHASE ORDER

Qatar Foods Industries Co.

PO Box: 1444, Al Meena Street

Doha Qatar

Email: Tel: 44415000 Fax: 44438137



PURCHASE ORDER DETAILS				TERMS & CONDITIONS														
PO No.	5500302358	PO Date	19/04/2023	Pay Term	within 30 days Due net													
PO Amend No.		Amend Date		Currency	QAR													
PO Status	Open	Type	General	Invoice To	Qatar Foods Industries Co													
Project Code		Offer No		Pay Mode	Pre-Numbered Check													
Project Name		Pur Group	150-Production-Oil	Import	NO													
SUPPLIER DETAILS																		
Supplier Name	EYG DOHA TRADING																	
Supplier Code	20300843																	
Contact Person	YOUSSEF JOUJOU	Contact Address	NEW INDUSTRIAL AREA, STREET 36, GAT															
Tel No.	44666582																	
Fax	44666584	Country	-Qatar															
Mobile	55978422																	
Email	youssef.joujou@ymn-group.com																	

ITEM DETAILS

S.No	PO Line	Item Code and Description	Sh.No	Need Date	UOM	Quantity	Unit Rate	Value
1	00010	300000178 - BOTTLE LABEL 1.8LTR ADEERA CORN ARABIC	0001	01/05/2023	EA	30,000.00	0.10/1	3,000.00
2	00020	300000177 - BOTTLE LABEL 1.8LTR ADEERA CORN ENGLISH	0001	01/05/2023	EA	30,000.00	0.10/1	3,000.00
3	00030	300000174 - BOTTLE LABEL 1.8LTR ZAIN SUNFLOWER - AR	0001	01/05/2023	EA	300,000.00	55.00/1000	16,500.00
4	00040	300000173 - BOTTLE LABEL 1.8LTR ZAIN SUNFLOWER - EN	0001	01/05/2023	EA	300,000.00	55.00/1000	16,500.00
5	00050	300000371 - BTL NECK LABEL 1.8LTR ZAIN SUNFLOWER-ARA	0001	01/05/2023	EA	300,000.00	14.00/1000	4,200.00
6	00060	300000370 - BTL NECK LABEL 1.8LTR ZAIN SUNFLOWER-ENG	0001	01/05/2023	EA	300,000.00	14.00/1000	4,200.00
Gross Price								47,400.00
Grand Total								47,400.00

Amount in Words: Qatari Riyal Forty-Seven Thousand Four Hundred and Zero dirham Only

For Qatar Foods Industries Co

Delivery Address : Qatar Foods Industries Co

Created by: Abu Sufian

Approved By: Adnan Meerji

(Authorized Signatory)

Document Level Note :

Doc Ref: QFI-Oil/PriceApproval-LBL/Jan-Jun 23
PR NO- 1500300662

Created by: Abu Sufian

Approved By: Adnan Meerji

Terms & Condition (Local PO)**1) Acceptance**

I) Supplier should check all requirements, Item, price, quantity and Term & Condition mentioned with Purchase order, then give acceptance within 48 hours.

2) Delivery

I) All deliveries should be made on given schedule in between 09:00 to 16:00, within working days i.e. Saturday to Thursday.

II) Goods will not be received after working hours accept exceptional cases and prior information/approval.

III) Supplier should send Labors to unload materials.

3) Packing

I) Supplier should send materials with proper/recommended packing.

4) Inspection

I) Buyer reserves the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may reject all or any portion of the Goods if it determines the Goods are defective or nonconforming
If Buyer requires replacement of the Goods, Seller shall promptly replace the nonconforming Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from other supplier and terminate his order.

5) Title and Risk of Loss

I) Risk of loss of the Goods remains with Seller and title will not pass to Buyer until the Goods are delivered and accepted by Buyer at the Delivery Location.

6) Shelf Life

I) Supplier assure that having min. 75% shelf life at the time of delivery.

II) Supplier must share HALAL CERTIFICATE (if applicable) and indicate manufacturing / expiry dates, batch code, net weight and gross weight, each supply and must accompany certificate of analysis

III) All Packaging must be labelled as per government regulations.

IV) COA and MSDS must submit with every delivery.

7) Termination

I) Buyer has rights to cancel the order along with prior notice.

8) Quantity

I) 10% +- quantity can be accepted.

9) Payment

I) Payment will be made as per Payment Term mentioned on Purchase order.

II) Payment will be made through cross Cheque after necessary tax deduction as per current tax scenario. (If Applicable)

III) Exemption certificate in any case should be submitted with invoice. (If Applicable)

IV) Sales tax Invoices should be submitted within two days after delivery in case of non-submission or delays, supplier will bear any tax losses. (If Applicable)

V) Payment period starts after submission of invoice (Hard Copy) at mentioned location with Delivery note along with Purchase Order.

10) Warranty

I) Buyer can avail warranty facility within agreed time frame.

11) Penalty

I) Buyer has rights to penalize the supplier on delays in Job completion /delivery of goods. & poor quality of Materials.

12) Company Confidentiality

I) Purchase order and our design and specification should not show/open to any other vendor or competitor as it's a legal document of the company.

13) Acknowledgment

I) Sign and Stamp the Purchase order or email back to us within next 48 working hours for acknowledgement of receiving. Incase of missing acknowledgment, buyer have right to cancel the Purchase Order.

This is System Generated Purchase Order and does not require signature and stamp

TERMS & CONDITIONS

1.Definitions

- a.“Buyer” means the Qatar Food Industries Co, Doha - State of Qatar.
- b.“Deliverable” means any deliverable or other product or result from Services that is referred to in Purchase Order, and any related material,data, documentation, and includes any Intellectual Property Rights developed by Supplier pursuant to such Purchase Order.
- c.“Delivery Date” means the date of delivery for Goods or performance of Services as specified in the Purchase Order.
- d.“Delivery Point” means the location identified by Buyer in the Purchase Order to which the Supplier is to deliver Goods and/or perform the services, or such other delivery area or point which is specified in writing by Buyer.
- e.“Goods” means the goods that are required to be delivered by Supplier pursuant to the Purchase Order and include all materials, component parts, packaging and labelling of such goods.
- f.“Intellectual Property Rights” means all intellectual and industrial property rights and rights of a similar nature including all rights in and to, patents including all issued patents and pending applications therefore and patents which may be issued there from (including divisions, reissues, re-examinations, continuations and continuations-in-part); trade-marks; copyrights; industrial design rights; rights pertaining to trade secrets and confidential information; publicity rights; personality rights; moral rights; and other intellectual property rights whether registered or not and all applications, registrations, renewals and extensions pertaining to the foregoing.
- g.“Purchase Order” means the purchase order between Buyer and Supplier for the purchase and sale of Goods and/or Services, to which these Standard Purchase Terms are attached or are incorporated by reference.
- h.“Services” means any services to be provided by Supplier to Buyer pursuant to a Purchase Order.
- i.“Specifications” means the requirements, attributes and specifications for the Goods or Services that are set out in the applicable Purchase Order. Specifications also include: (a) documentation published by Supplier relating to the Goods or Services; (b) operational and technical features and functionality of performance for Services; and (d) Buyer business requirements that are expressly set out in a Purchase Order.
- j.“Supplier” means the party indicated on the face page of the Purchase Order that is contracting with Buyer for the purchase and sale of Goods and/or Services.
- k.“Supplier Proposal” means any acknowledgement, estimate, quote, offer to sell, invoice, or proposal of Supplier relating to the supply of Goods and/or Services to Buyer, including any delivered in connection with a request for quotations, request for proposal or similar process initiated by Buyer.
- l.“Warranty Period” means in respect of any Goods or Services, the longer of: (i) the express written warranty period provided by Supplier for the Goods or Services; and (ii) the period commencing on the date of Acceptance of such Goods or Services and ending on the date that is one (1) year from that date or otherwise specified in the Purchase Order.

2.Agreement.

The Agreement consists only of: (a) these Standard Purchase Terms; (b) the applicable Purchase Order; and (c) any Specification other documents expressly referenced in the Purchase Order. Any reference in the Purchase Order to any Supplier Proposal is solely for the purpose of incorporating the descriptions and specifications of the Goods and/or Services contained in the Proposal, and only to the extent that the terms of the Supplier Proposal do not conflict with the descriptions and specifications set out in the Purchase Order. Buyer’s acceptance of, or payment for, Goods and/or Services will not constitute Buyer’s acceptance of any additional terms in any Supplier Proposal, unless otherwise accepted in writing by Buyer. If there is any conflict or inconsistency between the documents constituting the Agreement, then unless otherwise expressly provided, the documents will rank in the order of precedence in accordance with the order in which they are listed in this Section 2.

3.Delivery of Goods and Services.

- a.Supplier agrees to supply and deliver the Goods to Buyer and to perform the Services, as applicable, on the terms set out in this Agreement.
- b.Supplier shall, at its own expense, pack, load, and deliver Goods to the Delivery Point and in accordance with the invoicing, delivery terms, shipping, packing, and other instructions printed on the face of the Purchase Order or otherwise provided to Supplier by Buyer in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging similar charges unless provided for in the applicable Purchase Order or otherwise agreed to in writing by Buyer.

c.Time is of the essence with respect to delivery of the Goods and performance of Services. Goods shall be delivered and Services performed by the applicable Delivery Date. Supplier must immediately notify Buyer if Supplier is likely to be unable to meet a Delivery Date. At any time prior to the Delivery Date, Buyer may, upon notice to Supplier, cancel or upon notice to Supplier, cancel or change a Purchase Order, or any portion thereof, for any reason, including, without limitation, for the convenience of Buyer or due to failure of Supplier to comply with this Agreement, unless otherwise noted.

d.Title and risk of loss or damage shall pass to Buyer upon receipt of Goods at the Delivery Point, unless otherwise agreed to by the Buyer in writing. Buyer has no obligation to obtain insurance while Goods are in transit from Supplier to the Delivery Point.

e.Supplier shall follow all instructions of Buyer and cooperate with Buyer’s customs broker as directed by Buyer (including by providing requested shipping documentation) with respect to all Goods that originate from sources or suppliers based outside Qatar. Supplier shall comply with all the requirements of the Qatar Port Authorities (or any successor organization) with respect to the importation of Goods from outside Qatar.

4.Packing Instruction :

All articles should be packed properly to avoid breakage of pilferage in transit. We allow no charge for boxing, packing or cartage unless by written agreements.

5.Inspection; Acceptance and Rejection.

All shipments of Goods and performance of Services shall be subject to Buyer’s right of inspection. Buyer shall have thirty (30) days (the “Inspection Period”) following the delivery of the Goods at the Delivery Point or performance of the Services to undertake such inspection, and upon such inspection Buyer shall either accept the Goods or Services

(“Acceptance”) or reject them. Buyer shall have the right to reject any delivered in excess of the quantity ordered or are damaged or defective. In addition, shall have the right to reject any Goods or Services that are not in conformance with the Specifications or any term of this Agreement. Transfer of title to Buyer of Goods shall not constitute Buyer’s Acceptance of those Goods.

Buyer shall provide Supplier within the Inspection Period notice of any Goods or Services that are rejected, together with the reasons for such rejection. If Buyer does not provide Supplier with any notice of rejection within the Inspection Period, then Buyer will be deemed to have provided Acceptance of such Goods or Services. Buyer’s inspection, testing, or Acceptance or use of the Goods or Services hereunder shall not limit or otherwise affect Supplier’s warranty obligations hereunder with respect to the Goods or Services, and such warranties shall survive inspection, test, Acceptance and use of the Goods or Services.

b.Buyer shall be entitled to return rejected Goods to Supplier at Supplier’s expense and risk of loss for, at Buyer’s option, either: (i) full credit or refund of all amounts paid by Buyer to Supplier for the rejected Goods; or (ii) replacement Goods to be received within the time period specified by Buyer. Title to rejected Goods that are returned to Supplier shall transfer to Supplier upon such delivery and such Goods shall not be replaced by Supplier except upon written instructions from Buyer. Supplier shall not deliver Goods that were previously rejected on grounds of non-compliance with this Agreement, unless delivery of such Goods is approved in advance by Buyer, and is accompanied by a written disclosure of Buyer’s prior rejection(s).

6.Price & Terms of Payment.

Prices for the Goods and/or Services will be set out in the applicable Order. Price increases or charges not expressly set out in the Purchase Order shall not be effective unless agreed to in advance in writing by Buyer.

b.Supplier will issue all invoices on a timely basis. All invoices delivered by Supplier must meet Buyer’s requirements, and at a minimum shall reference the applicable Purchase Order.

c.Payment will be as usual calculated on the actual rate and quantity received and accepted by Purchaser’s works and their records will be considered final and decisive in this respect. Payment will be made only after the goods have been received and approved by Purchaser in inspection department and found satisfactory in the terms of quantity and other specification laid down therein.

d.Buyer will pay the undisputed portion of properly rendered as per the terms stated in the purchase order. Buyer shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of this Agreement nor shall any

balance of the undisputed amounts on any invoice that is the subject of any dispute within the time periods specified herein.

7.Taxes. Unless otherwise stated in a Purchase Order, all prices or other payments stated in the Purchase Order are exclusive of any taxes. Supplier shall separately itemize all applicable taxes each on each invoice and indicate on each invoice its applicable tax registration number(s). Buyer will pay all applicable taxes to Supplier when the applicable invoice is due. Supplier will remit all applicable taxes to the applicable government authority as required by applicable laws.

Notwithstanding any other provision of this Agreement, Buyer may withhold from all amounts payable to Supplier all applicable withholding taxes and to remit those taxes to the applicable governmental authorities as required by applicable laws.

8.Hazardous Materials. Supplier agrees to provide, upon and as requested by Buyer, to satisfy any applicable laws governing the use of any hazardous substances either of the following: (a) all reasonably necessary documentation to verify the material composition, on a substance by substance basis, including quantity used of each substance, of any Goods, and/or of any process used to make, assemble, use, maintain or repair any Goods; or (b) all reasonably necessary documentation to verify that any Goods and/or any process used to make, assemble, use, maintain or repair any Goods, do not contain, and the Services do not require the use of, any particular hazardous substances specified by Buyer.

9.Legal Compliance; Workplace Safety.

In carrying out its obligations under the Agreement/purchase order, including the performance of Services, Supplier shall at all times comply with all applicable federal, provincial, and municipal laws, regulations, standards, and codes. Supplier shall be at all times registered with the workplace safety and shall maintain its workers' compensation accounts in good standing, and provide Buyer with evidence of good standing upon request. Supplier shall obtain all applicable permits, licences, exemptions, consents and approvals required for the Supplier to manufacture and deliver the Goods and perform the Services.

10.Warranties

a.Product Warranties. Supplier warrants to Buyer that during the Goods Warranty Period all Goods provided hereunder shall be: (i) of merchantable quality; (ii) fit for the purposes intended; (iii) unless otherwise agreed to by Buyer, new; (iv) free from defects in design, material and workmanship; (v) in strict compliance with the Specifications; (vi) free from any liens or encumbrances on title whatsoever; (vii) in conformance with any samples provided to Buyer; and (viii) compliant with all applicable federal, provincial, and municipal laws, regulations, standards, and codes.

b.Service Warranties. Supplier shall perform all Services: (i) exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provider providing services under the same or similar circumstances as the Services under this Agreement; (ii) in accordance with all Specifications and all Buyer policies, guidelines, by-laws and codes of conduct applicable to Supplier; and (iii) using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Services. Buyer may object to any of the Supplier's personnel engaged in the performance of Services who, in the reasonable opinion of Buyer, are lacking in appropriate skill or qualifications, engage in misconduct, constitute a safety risk or hazard or are incompetent or negligent, and the Supplier shall promptly remove such personnel from the performance of any Service upon receipt of such notice, and shall not re-employ the removed person in connection with the services without the prior written consent of Buyer.

c.Intellectual Property Warranty. Supplier further warrants to Buyer that at all times all Goods and/or Services (including any Deliverables) will not be in violation of or infringe any Intellectual Property Rights of any person.

d.Manufacturer Warranties. Supplier shall assign to Buyer all manufactured by or for Supplier, and shall take all necessary steps as required by such third party manufacturers to effect assignment of such warranties to Buyer.

11.Warranty Remedies.

In the event of breach of any of the warranties in Section 9.a or 9.b, and without prejudice to any other right or remedy available to Buyer (including Buyer's indemnification rights hereunder), Supplier will, at Buyer's option and Supplier's expense, refund the purchase price for, or correct or replace the affected Goods, or re-perform the affected Services, within 10 days after notice by Buyer to Supplier of warranty breach. All associated costs, including costs of re-performance, costs to inspect the Goods

and/or Services, transport the Goods from Buyer to Supplier, and return shipment to Buyer, and costs resulting from supply chain interruptions, will be borne by Supplier. If Goods are corrected or replaced or Services are re-performed, the warranties in Section 9.a will continue as to the corrected or replaced Goods for a further Goods Warranty Period commencing on the date of Acceptance of the corrected or replaced Goods by Buyer. If Supplier fails to repair or replace the Product within the time periods required above, Buyer may repair or replace the Goods at Supplier's expense.

b. In the event that any Goods provided by Supplier to Buyer are subject to a claim or allegation of infringement of Intellectual Property Rights of a third party, Supplier shall, at its own option and expense, without prejudice to any other right or remedy of Buyer (including Buyer's indemnification rights hereunder), promptly provide Buyer with a commercially reasonable alternative including the procurement for Buyer of the right to continue using the Goods in question, the replacement of such Goods with a non-infringing alternative satisfactory to Buyer, or the modification of such Goods (without affecting functionality) to render them non-infringing.

12.Intellectual Property Rights. All Intellectual Property Rights in and to each Deliverable shall vest in Buyer free and clear of all liens and encumbrances on receipt of payment by Supplier for each Deliverable. To the extent that any Deliverables contain any intellectual property of Supplier, Supplier hereby grants to Buyer a worldwide, royalty-free, non-exclusive, perpetual license to copy, modify and distribute such intellectual property as part of the Deliverables. Supplier agrees to provide to Buyer all assistance reasonably requested by Buyer to perfect the rights described herein including obtaining all assignments and waivers of moral rights necessary or appropriate to vest the entire right, title and interest in such materials in Buyer and its successors and assigns.

13 Confidentiality. Supplier shall safeguard and keep confidential any information relating to Buyer obtained by it or provided to it by Buyer in connection with this Agreement, and shall use such information only for the purposes of carrying out its obligations under this Agreement.

14.Insurance. Supplier represents and warrants to Buyer that it has in place with reputable insurers such insurance policies in coverage amounts that would be maintained by a prudent supplier of goods and services similar to the Goods and Services provided hereunder, including, as applicable, professional errors and omissions liability insurance and comprehensive commercial general liability insurance (including product liability coverage, all-risk contractors' equipment insurance, and automobile liability insurance). In addition, Supplier will take out and maintain, at its own cost, such insurance policies and coverages as maybe reasonably required by Buyer from time to time. Supplier will promptly deliver to Buyer, as and when requested, written proof of such insurance. If requested, Buyer will be named as an additional insured under any such policies. If requested by Buyer, such insurance will provide that it cannot be cancelled, or materially changed so as to affect the coverage provided under this Agreement, without the insurer providing at least 30 days prior written notice to Buyer.

15.Indemnities. Supplier shall indemnify, defend and hold harmless Buyer, its Affiliates, and their respective officers, directors, employees, consultants, and agents (the "Buyer Indemnified Parties") from and against any claims, fines, losses, action, damages, expenses, legal fees and all other liabilities brought against or incurred by the Buyer Indemnified Parties or any of them arising out of: (a) death, bodily injury, or loss or damage to real or tangible personal property resulting from the use of or any actual or alleged defect in the Goods or Services, or from the failure of the Goods or Services to comply with the warranties hereunder; (b) any claim that the Goods or Services infringe or violate the Intellectual Property Rights or other rights of any person; (c) any intentional, wrongful or negligent act or omission of Supplier or any of its Affiliates or subcontractors; (d) Supplier's breach of any of its obligations under this Agreement; or (e) any liens or encumbrances relating to any Goods or Services.

16.Limitation of Liability. Except for supplier's obligations under section 15, and except for damages that are the result of the gross negligence or wilful misconduct of a party, in no event will either party be liable to the other party or any other person for any indirect, incidental, consequential, or punitive damages, including any lost profit, data, goodwill, or business opportunity for any matter relating to this agreement.

17.Independent Contractors. Supplier will perform its obligations under the Agreement as an independent contractor and in no way will Supplier or its employees be contractor and in no way

will Supplier or its employees be considered employees, agents, partners, fiduciaries, or joint venturers of Buyer. Supplier and its employees will have no authority to represent Buyer or its Affiliates or bind Buyer or its Affiliates in any way, and neither Supplier nor its employees will hold themselves out as having authority to act for Buyer or its Affiliates.

18. Further Assurances. The parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

19. Severability. If any provision of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.

20. Waiver. No waiver of any provision of this Agreement shall be enforceable against that party unless it is in writing and signed by that party.

21. Assignment. Supplier may not assign or subcontract this Agreement, in whole or in part, without Buyer's prior written consent. Supplier's permitted assignment or subcontracting of this Agreement or any part thereof will not release Supplier of its obligations under this Agreement, and it will remain jointly and severally liable with the assignee or subcontractor for any obligations assigned or subcontracted. The acts of omissions of any subcontractors of Supplier will be deemed to be the acts and omissions of the Supplier. Buyer may assign this Agreement, in whole or in part, to any Affiliate of Buyer, without the consent of Supplier. This Agreement shall endure to the benefit of and be binding upon the parties and their respective legal personal representatives, heirs, executors, administrators, assigns or successors.

22. Cumulative Remedies. Subject to Section 15, the rights and remedies of the Buyer in this Agreement are cumulative and in addition to any other rights and remedies at law or in equity.

23. Survival. Any provision of this Agreement which expressly or by implication from its nature is intended to survive the termination or completion of the Agreement will continue in full force and effect after any termination, expiry or completion of this Agreement.

24. Force majeure. In case of Force majeure or an unforeseen events causing stoppage of production at Buyers work, the Buyer reserves the right to cancel or modify the order without being liable for any compensation and/or claim of any description.

25. Interpretation. The headings used in this Agreement and its division into articles, sections, schedule exhibits, appendices, and other subdivisions do not affect its interpretation. Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders. References in this Agreement to articles, sections, schedules, exhibits, appendices, and other subdivisions are to those parts of this Agreement. Where this Agreement uses the word "including," it means "including without limitation," and where it uses the word "includes," it means "includes without limitation."

26. Arbitration & Governing Law. All disputes, difference or question arising out of this purchase order, which cannot be amicably settled between the parties or their respective representatives or assigns shall be referred to and finally settled by arbitration by a sole arbitrator appointed by Qatar Flour Mills Company WLL. The Arbitration Award shall be final and binding on both the parties. The arbitration shall be conducted in English and venue of arbitration shall be Qatar. The Parties also agree that when any dispute occurs agree that when any dispute occurs and when any dispute is under arbitration, except for the matters in dispute, the parties shall continue to fulfil their respective obligations, for jurisdiction purposes, the Courts at Qatar shall have exclusive jurisdiction.

27. Language. It is the express wish of the parties that this Agreement and any related documentation be drawn up in English.