



## ANNEX 2

### STANDARD SUPPLY TERMS AND CONDITIONS

#### DEFINITIONS

In these Standard Supply Terms and Conditions, in the Agreement, in the Local Purchase Order, and in the Special Terms of which they form an integral part, the following expressions shall, unless the context otherwise admits, carry the meaning respectively assigned to them hereunder:

**"Agreement"** means the agreement entered into between the Supplier and the Buyer for the sale and purchase of Products in accordance with the Local Purchase Order, the Special Terms and the Standard Terms, of which they form an integral part and which taken together shall govern the relationship of the Parties in respect of the purchase and sale of the Products. Any individual reference to each of the Agreement, to the Local Purchase Order, the Special Terms and the Standard Terms shall include a reference to all of the others.

**"Applicable Law"** "Applicable Law" means the Qatari law and regulation governing transactions in relation to the Products including the manufacture, labeling, packing, storage, distribution, transportation, sale and purchase, as such laws and regulations is applied in the jurisdiction of Qatar

**"Buyer"** means the entities described as such in the Agreement.

**"Defective Goods"** means the goods described in Clause 6 hereof.

**"Delivery Point"** means the external service area or the loading dock of the Store or such other area as specified by the Store.

**"Falsified Goods"** means the goods described in Clause 7 hereof.

**"Local Purchase Order"** means the order placed on the Supplier by the Store for supply of Products in accordance with these Standard Terms and Special Terms, if any;

**"Store"** means any of the store listed in the Agreement.

**"Parties"** means the Buyer and the Supplier and **Party** shall mean either of them.

**"Products"** means those goods mentioned in the Local Purchase Order, as may from time to time be issued by each Store.

**"Rejection Costs"** means all those costs and expenses enumerated in Clause 9 hereof.

**"Sales Invoice"** means the invoice accompanying the delivery of the Products;

**"Receiving Control List"** means the final invoice issued by the Buyer at the time of accepting delivery of the Products, showing the list the quantity and prices of Products delivered and accepted for payment;

**"Service Centre"** means a fully equipped facility manned by qualified, properly trained and competent staff and technicians possessing the necessary skills to carry out all repairs and maintenance work and the requisite authority to perform and discharge all warranty obligations in relation to the Products.

**"Special Terms"** means the special terms attached to the Agreement on Annexure 1.

**"Standard Terms"** means these Standard Supply Terms and Conditions to the Agreement as Annex 2.

**"Supplier"** means the seller of the Products named as such and described in the Agreement.

**"Term"** means the duration of the Agreement as therein specified.

**"Territory"** means the State of Qatar.

Supplier represents that it is legally entitled to and is duly authorized by the principal/manufacturer or the principal's/manufacturer's agent to sell the Products in the Territory, that the sale of the Products at the Store does not and will not violate any agreement, undertaking or arrangement between the Supplier and the principal/manufacturer in relation to the Products and that a fully operational Service Centre for the Products exists within the Territory.

Supplier undertakes to ensure the continued validity of the above representations throughout the Term. Should any event occur, or circumstance arises rendering the above representation incorrect or invalid, the Supplier shall forthwith inform Buyer.

Al Meera Company may terminate the Agreement forthwith should any of the above representations become invalid at any time.

#### **Confidentiality:**

Each of the Parties agrees to, and shall cause its agents, representatives, affiliates, employees, officers, and directors to:

- (a) treat and hold as confidential (and not disclose or provide access to any Person to) all information relating to trade secrets, processes, patent and trademark applications, product development, price, customer and supplier lists, pricing and marketing plans, policies and strategies, details of client and consultant contracts, operations methods, product development techniques, business acquisition plans, new personnel acquisition plans and all other confidential or proprietary information with respect to the other Party,
- (b) if it or any of its agents, representatives, affiliates, employees, officers, or directors becomes legally compelled to disclose any such information, provide the other Party with prompt written notice of such requirement so that such other Party may seek a protective order or other remedy or waive compliance with this point.

#### **1. SUPPLY & QUALITY**

- 1.1 The Supplier shall supply the Products to the Store on the dates and at the times stipulated by each Store.
- 1.2 The Supplier shall ensure that the variety, quantity, quality, specifications and the performance standard of the Products are as stipulated by each Store.
- 1.3 The Supplier shall not supply any Falsified Goods or Defective Goods.
- 1.4 The Supplier and the Store shall appoint a representative who will be responsible for the delivery, receipt and checking of the Products on its behalf.
- 1.5 Periodically as may be requested by the Store, the Supplier will make suitable arrangements for sampling of the Products.

#### **2. PRODUCTS, PRICES AND SPECIAL TERMS**

- 2.1 Subject to Clause 3.6, the list of the Products and the unit prices at which these shall be supplied to the Al Meera Company shall be as shown in the Local Purchase Order.
- 2.2 The prices of the Products indicated in the Local Purchase Order shall remain fixed for the Term and shall not be subject to revision except to reflect any changes in statutory levies like sales tax, or custom duty, and only after and according to mutual written agreement of the Parties in advance. The prices indicated in the Price List shall apply regardless of the quantities ordered, except where a minimum order quantity is therein specified. The Supplier shall give Buyer at least thirty (30) days notice in advance of any price revisions.
- 2.3 The prices in the Local Purchase Order are all-inclusive and shall be deemed to include without exception all charges, levies, transportation and delivery costs and all other expenses incurred in order to supply the Products in accordance with the Agreement.
- 2.4 Except in the case of special promotions, the lowest price in the database of any Store shall be the price at which the Supplier shall supply the Products to all Stores operated or managed by the Buyer.

#### **3. ORDERS, DELIVERY & INVOICING**

- 3.1 Unless otherwise stated in the Agreement, the Al Meera Company makes no commitment as to any minimum order quantity for any Products by any Store. Each sale and purchase transaction with respect to the Products shall be initiated by the placement of a Local Purchase Order by the Store on the Supplier specifying the details of the Products, quantities and other requirements. Upon the issuance of a Local Purchase Order, the same shall form and become an integral part of the Agreement. For any Local Purchase Orders for Products will be valid only if signed by the Head Office from The Operation Department. Any discrepancy in the Local Purchase Order must promptly upon discovery be notified to the Store for correction.
- 3.2 The Supplier will ensure that each Local Purchase Order receives careful attention and is executed strictly according to all the requirements contained therein.
- 3.3 The Supplier shall so arrange its sourcing and transportation schedule as to keep the Stores of the Al Meera Company in continuous and sufficient supply of quantities and varieties of the Products as required by each Store and to prevent a stock-out of any of the Products at any Store.
- 3.4 Unless otherwise specified in the Local Purchase Order, all orders shall be fully executed and delivered within the time agreed in the Special Terms and such time shall be deemed to be the essence of the Agreement.
- 3.5 Deliveries of the Products shall be made by the Supplier at the Delivery Point to the representative of the Store who shall after checking and approving the Products, accept delivery and acknowledge receipt thereof by signing and returning a Goods Received Note to the Supplier's representative. Each delivery of the Products shall be accompanied by an invoice.
- 3.6 The Store will issue the Receiving Control List issued at the time of acceptance of delivery of the Products. The Receiving Control List alone constitutes the final invoice for the purpose of payment for the accepted Products. Reference in the Receiving Control List to Sales Invoice is meant only for control and cross-reference. The driver of the vehicle will be considered the Supplier's representative/employee and his signature on the Receiving Control List will be deemed acceptance of the correctness of contents thereof. Where a Receiving Control List is not issued at any Delivery Point, the Sales Invoice as amended by the representative of the Store at the receiving station and signed by the driver of the vehicle as the Supplier's representative, shall, for all purposes, be deemed to be the Receiving Control List.
- 3.7 Notwithstanding issuance of a Local Purchase Order or the Receiving Control List, duration/location of display, shelf space size shall be at the sole and absolute discretion of the Store, except where a Gondola Fee is paid by the Supplier.
- 3.8 Failure to supply the Products in accordance with the provisions of the Agreement resulting in stock out at the Store for a period of twenty-one (21) days will entitle the Store to immediately cease making purchases from the Supplier.



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#### **4. PAYMENT**

- 4.1 The Head Office from Buyer pay to the Supplier the price of the Products supplied and accepted at the Store based on the Receiving Control List and the Special Terms.
- 4.2 The Supplier shall submit a monthly statement of account for the Products delivered and accepted by the Store, during the month. The account statement shall link all Local Purchase Orders with the corresponding invoices.
- 4.3 The Head Office of Buyer shall settle the amounts payable in accordance with the Special Terms. If the Store disputes the amount appearing in any invoice, the Head Office shall settle the undisputed portion of such invoice and the Parties shall Endeavour to resolve such dispute amicably and without undue delay.
- 4.4 All payments shall be in Qatari Riyal and paid at the Head Office level. And the payment shall be through bank transactions or cheques.

#### **5. PACKING, LABELING & MERCHANDISING SUPPORT**

- 5.1 Supplier shall ensure that the Products are properly bar-coded, labeled and marked for the particular use and adequately packed for the means of transportation by which they are to be delivered at the Delivery Point. Failure to barcode any Products will lead to delisting of Products.
- 5.2 Each of the Products shall carry a label in Arabic (and in English, wherever required by the Store or by any law, custom or usage) showing the name and description of the Product, its uses, trade identification, the name and address of the manufacturer, details of its contents, features, model, type, important instructions and the country of its origin. The Product shall also be supplied with an instructions or operations manual, booklet or pamphlet. The label, manual, booklet or pamphlet shall not contain any false, incorrect or misleading particulars or claims.
- 5.3 The packing and labeling of the Products shall meet all specifications or requirements imposed by any relevant municipal or governmental authorities in the country of its origin as well as in the Territory.
- 5.4 Supplier shall at its cost and expense provide merchandising support, whenever requested by the Store. Such support shall include the deputation of a person or persons at the Store who shall be responsible for arranging the Products on the shelf space allotted by the Al Meera Company for the Products. The Store shall provide the merchandiser with a badge which shall be worn by the Supplier's representative at all times at the Store. Upon the expiry of the duration of the merchandiser's presence at the Store and return of the badge, the fee shall be returned to the Supplier. Such person shall also ensure that adequate quantities of the Products are displayed. The person/s so deputed shall at all times remain the employees of the Supplier and the Supplier shall alone be responsible to comply with all the laws affecting employment, immigration and other matters.

#### **6. DEFECTIVE GOODS**

- As used herein, "Defective Goods" shall mean and include any Products and goods or any parts or components thereof which are or have been:
- 6.1 Faulty, defective, deficient, damaged, date-expired or incomplete in any respect or suffer from any shortcoming or imperfection; or
  - 6.2 Unfit for the particular purpose for which they are sold or used or do not perform the function for which they are intended or do not meet the claim made in respect of performance or utility; or
  - 6.3 Unfit for use or consumption, date-expired or not in conformity with any requirements hereunder or of any law, order, rule, regulation, decree, decision concerning the contents, ingredients, manufacture, technical specifications or requirements or any stipulation relating to its distribution, transportation, storage or sale imposed by any municipal or other governmental authority in the country of the Product's origin or in the Territory; or
  - 6.4 Dangerous, unsafe or cause physical harm or injury to the consumers or users or damage to property; or
  - 6.5 deficient as to standard specifications, other requirements prescribed by the Store, ordered quantity or of poor quality or badly or improperly preserved or packed.

#### **7. FALSIFIED GOODS**

- As used herein, "Falsified Goods" shall mean and include any Products or goods:
- 7.1 Whose serial, model or identification numbers, labels, and/or other trade identification symbols or any products features, parts or components or packing or any writings thereon are or have been unauthorized removed, altered, substituted or in any manner modified or otherwise tampered with; or
  - 7.2 Which infringe any patents, designs, utility models, copyright, trademark or any other rights of any third party; or
  - 7.3 which are or have been designed, manufactured, marketed, promoted, advertised, distributed, transported, stored, displayed, labeled, sold or otherwise dealt with in violation or contravention of any third party's rights, law, rule, regulation, ministerial decision, decree or judicial order for the time being in force in the Territory; or
  - 7.4 Which are otherwise counterfeit, non-genuine or cause or intended to cause deception or confusion as to their use, source or trade identity or manufacturer.

#### **8. REJECTION OF PRODUCTS**

- 8.1 On the happening of any cause for rejection of any Products as described below, the Al Meera may at its option reject all or any of the Products and purchase the same from an alternative supplier or require the Supplier either to replace the Products with new Products or supply other Products for

equivalent value in accordance with specified requirements. It is clearly understood and agreed that the exercise of the option as aforesaid and acceptance of any Products in pursuance thereof shall not bar the Buyer from also enforcing any of its other rights hereunder.

- 8.2 Any one or more of the following shall be a cause for rejection of the Products whether or not the Buyer has paid the Supplier for the Products:
  - 8.2.1 The Products are, on delivery or subsequently, found to be Falsified Goods or Defective Goods, or are otherwise unacceptable to the Buyer or
  - 8.2.2 The Products or any of them are returned by the Buyer customers by reason of the Products being Falsified Goods or Defective Goods, or
  - 8.2.3 The Supplier fails within the prescribed time to supply, replace or substitute the Products in accordance with all the requirements specified by the Buyer.

#### **9. REJECTION COSTS**

- 9.1 Should the Al Meera exercise any of the options detailed in Clause 8 above, the Supplier shall bear all costs and expenses incurred in connection with:
  - 9.1.1 The transportation of the rejected Products to the Supplier;
  - 9.1.2 The difference in the price of the Products charged to the Store by the alternative supplier referred to above and the price of the Products calculated according to the Price List; and
  - 9.1.3 The replacement cost or substitution cost, as the case may be, of the Products including their transportation to and delivery at the Delivery Point.

#### **10. DEDUCTION OF REJECTION COSTS**

The Head Office from Buyer shall be entitled to deduct all Rejection Costs from any amounts due and payable to the Supplier without following any specific procedure. The price of the unpaid rejected Products that are either replaced or substituted shall be paid to the Supplier in the month following the month in which such replaced or substituted Products are, if ordered by the Store, delivered to and accepted by the Store. Any payments already received by Supplier for any of the rejected Products shall be held by the Supplier in credit for the Store till such time that the replaced or substituted Products are delivered to or accepted by the Buyer. Where the Store opts not to seek replacement or substitution, such amount lying in credit shall be returned to the Store by the Supplier forthwith upon demand by the Store without any demur, deductions or set-off.

#### **11. PROMOTION, ADVERTISING, TRAINING AND MERCHANDISING SUPPORT**

- 11.1 The Parties shall use all efforts to promote, advertise, distribute and sell the Products to fully exploit the market potential for the Products at the Store.
- 11.2 Supplier shall provide the Store necessary literature and samples on a free-of-cost basis to promote the Products at the Store and shall from time to time make available to the Store on a free of cost basis, advice and written materials concerning techniques for the sale of the Products including new developments and improvements in promotion, inventory control and merchandising.
- 11.3 All promotional and marketing activities (including without limitation seminars, advertising) shall be implemented by the Parties in accordance with agreed schedules. The Parties shall agree in advance the details of all such promotional and advertising plans and sharing of expenses thereof.
- 11.4 The Supplier shall provide such other advertising support as agreed in the Special Terms.
- 11.5 Supplier agrees to provide all reasonable training assistance to the Store staff as and when required during the Term at costs and expenses to be equally shared by the Parties.
- 11.6 The Store will make no commitment regarding the continuing availability, size or location of shelf space for the display of any Products purchased hereunder, nor does the Store undertake to move the Products to the selling area within any given timeframe. The Buyer reserves the right to alter the location and size of the shelf space allotted for the display of the Products.

#### **12. WARRANTY & SERVICING**

- 12.1 Supplier warrants that the Products conform to the relevant published Products data and that they are covered by the manufacturer's warranty which warranty is valid and subsisting.
- 12.2 Supplier undertakes to support the eventual purchasers of the Products from the Store in obtaining, from the Service Centre, repair and maintenance services and assist such purchaser in enforcing the warranties in relation to the Products.
- 12.3 Supplier warrants that each of the Products supplied to the Buyer is and shall be free from latent defects and shall be of merchantable quality for the period stated on the Products.

#### **13. LIABILITY & INDEMNITY**

The Supplier hereby agrees and undertakes fully and effectively to indemnify and keep indemnified the Store from and against any and all damages, losses, claims, demands, expenses, penalties, costs, and liabilities including reasonable attorney's and expert's fees (hereinafter referred to as the "Damages") which the Store may from time to time incur, suffer or expend in relation to or in connection with any action brought or initiated by any person, entity or authority or Damages which the Buyer may otherwise incur from time to time as a result of:

- 13.1 The breach by Supplier of any of its duties and obligations hereunder; or
- 13.2 The non-observance by the Supplier of any of the laws, rules regulations in force in the Territory; or



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13.3 The stocking, displaying, merchandising or sale by the Buyer of any Falsified Goods or Defective Goods supplied by the Supplier to the Buyer.

#### **14. TERMINATION**

- 14.1 The Agreement may be terminated immediately by one month's prior written notice from either Party to the other if the other has failed to observe or perform any term, condition or provision of the Agreement on its part to be observed or performed provided that if such failure is remediable, the said notice shall operate as a notice to remedy the same within seven days, failing which it shall at the end of the said notice period, operate to terminate the Agreement immediately.
- 14.2 The Agreement may be terminated immediately by the Buyer if Supplier enters into liquidation or suffers a receiver to be appointed over it or any of its assets, or makes a composition with any of its creditors, or commences or has commenced against it bankruptcy or insolvency proceedings, or the equivalent.

#### **15. SIGNIFICANT CHANGES**

Supplier understands and acknowledges that the Agreement is entered into with the Supplier by the Buyer in reliance upon the good business reputation and ability of the managers, directors and shareholders, partners of the Supplier and the good manufacturing practices of the manufacturer of the Products. In the event of any alteration in the composition of the aforesaid persons or any change in the form of business or in the organizational structure of the Supplier, or any prejudicial change in the manufacturer's practices in relation to the Products, the Buyer shall forthwith be informed by the Supplier.

#### **16. CONSEQUENCES OF TERMINATION**

The expiry or termination of the Agreement for any reason shall be without prejudice to any rights or obligations which may have occurred prior to the date thereof.

#### **17. PARTIAL INVALIDITY**

If any one or more of the phrases, sentences, clauses, or paragraphs contained in the Agreement shall be declared invalid by the final and unappealable order, decree or judgment of any court in the territory, the Agreement shall be construed as if such phrases, sentences, clauses or paragraphs had not been inserted in the Agreement.

#### **18. RESERVATION OF RIGHTS & REMEDIES**

All rights and licenses not specifically and expressly granted by the Parties to each other hereunder are for all purposes reserved to each of the Parties. The Buyer may exercise any of its right under the Applicable Law for the specific enforcement of the Supplier's obligations in addition to or as an alternative to seeking penalties and/or terminating the Agreement for breach of the provisions hereof.

#### **19. NO ORAL CHANGE**

The Agreement together with other writings signed by the Parties expressly stated to be supplementary hereto and together with any instruments to be executed and delivered pursuant to the Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings and writings and may be changed only by writing signed by the Parties.

#### **20. ASSIGNMENT**

It is agreed that the Supplier shall not assign its rights or obligations under the Agreement without the prior written consent of the Buyer. The Buyer may assign the Agreement or any part thereof to any third party without the consent of the Supplier.

#### **21. WAIVERS**

No delay, waiver, omission, or forbearance on the part of the Buyer to exercise any right, option, duty, or power arising out of any breach or default by the Supplier under any of the terms, provisions, covenants, or conditions hereof, shall constitute a waiver by the Buyer to enforce any such right, option, duty, or power as against the Supplier, or as to any subsequent breach or default by the Supplier.

#### **22. GOVERNING LAW**

The Agreement and the obligations of the Parties shall be governed and construed in accordance with the Applicable Laws and the Parties hereby agree to submit to the exclusive jurisdiction of the Courts of the state of Qatar.

#### **23. NOTICES**

Any notice required or permitted by the Agreement to be given by either Party to the other shall be addressed at the addresses hereinabove mentioned or at such other addresses as the Parties may from time to time designate in writing to the other. Any notice to be served on either of the Parties by the other may be sent by prepaid recorded delivery, registered post, or by fax or electronic mail (with confirmation requested) and shall be deemed to have been received by the addressee two days after posting or on the same day after being sent by fax or electronic mail to the correct fax or electronic mail number of the addressee.

#### **24. HEADINGS**

The headings contained herein are for reference purpose only and do not form a part hereof and shall not be deemed to alter or affect the meaning of any of the provisions hereof.

**25. This Agreement is executive in two (2) original copies, each party received copy to act with accordingly**

#### **Liability's exclusion:**

Under no circumstances shall this agreement be deemed to provide cover and no liability be incurred to pay any claim or provide any benefit where payment of such claim or provision of such benefit would expose the Al Meera to local or international sanction, prohibition, or restriction under the Anti-Money Laundering Regulations issued by the Qatar Central Bank and Law no. 20 of 2019 on Combating Money Laundering and Combating Terrorism Financing (as amended), Anti-corruption and anti-bribery provisions existing in the laws of Qatar.

**Buyer (Al Meera Consumer Goods Co.)**

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**Supplier:**




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