



Buyer Name ARIF THAMEEM
Buyer Email Address Arif.Thameem@veolia.com
Buyer Phone No +971 6 5570703

Purchase Order

Order Number 21000056 HD 04151 **Dated** 03/02/2021
 All invoices shall refer to this Purchase Order Number

Supplier Reference

Supplier Attention To OM TUBES & FITTING INDUSTRIES
Supplier Code 615899
Supplier Phone
Supplier Email
Supplier Tax ID

OM TUBES & FITTING INDUSTRIES
 Office No. 10, Bordi Bunglow 1st Panjara
 CP Tank
 Mumbai 400004
 India

Order Details

Project No 415182005
Project Name Kuwait- MPW -Mobile Packages
Supplier Quote/Ref OM/82950/20-21
Freight Terms Cost and Freight

Print Date 03/02/2021
Revision Date

Line No	VWT Item Number	Qty	UOM	Delivery Date	Unit Cost (USD)	Total (Excl. VAT) (USD)
1.000	R161PR010002			10/03/2021		6,618.47
Item Desc/Line Desc(1) GUIDE RAILS Technical Desc Items Details as per attached - Appendix 1 Manufacturer Item Code R161PR010002 Account Number 415182005.606300.21000000 Requested Date 10/03/2021						

Note:

1. If the acknowledgement not received within 3 days, the PO considered accepted.
2. Standard packing included.
3. 3.1 Material Certificates should be provided.
4. Payment Terms: 100% payment on 60 days after the delivery of materials and submission of invoice.
5. Invoice, packing list and COO shall be provided for transportation.

6. Liquidate Damange and Warranty as per attached Veolia Gen Terms & Conditions

Attachments:

- Appendix 1 - Items Details
- Appendix 2 - BOQ & Technical Details
- Appendix 3 - MTC
- Appendix 4 - Veolia Gen. Terms & Conditions

Total Amt (Excl VAT)	6,618.47
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VAT %	0.00 %
VAT Amount	0.00

Total Order Amount	6,618.47
Currency	USD
Amount in Letters	SIX THOUSAND SIX HUNDRED EIGHTEEN AND FORTY SEVEN CENTS

Veolia Water Systems (Gulf) FZC
 B2-12, P.O. Box 8206, SAIF Zone,
 Sharjah, United Arab Emirates
 Tel: +971 6 557 0703, Fax: +971 6 557 0704
 TRN: 100243867700003





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Delivery Address

KHARAFI NATIONAL KSC
 PO BOX 24081
 SAFAT 13101,
 SAFAT
 Kuwait

Invoice To Address

Veolia Water Systems Gulf FZC
 B2-12 SAIF Zone
 P.O. Box 8206
 Sharjah
 United Arab Emirates (UAE)

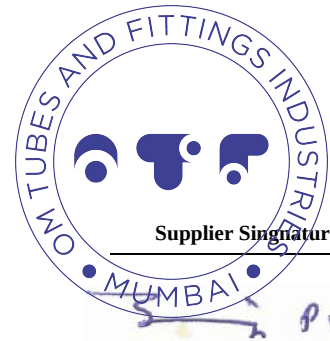
Delivery Instructions

3-4weeks + 2weeks Transit Time
 CFR Kuwait sea port
Incoterms CFR Cost and Freight

Payment Terms

60 Days from the Invoice Date

Delivery: Normal ☐ Urgent ☐
 Mode of Shipment: Air ☐ Sea ☐ Land ☐
 Packing Type: Air Worthy ☐ Sea Worthy ☐
 Land Transport ☐



This Order is an electronically generated document by our system and does not require any signature.

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Please note the following conditions:

- This Purchase Order is subject to our Terms and Conditions. By accepting this Purchase Order, the Supplier is deemed to have read the Terms and Conditions and agreed to be bound thereby.
- Delivery of Goods are accepted only on presentation of Supplier's Delivery Note duly signed and accepted by the Buyer's representative.
- Acknowledgement: In the event the Buyer does not receive signed and stamped copy of the Purchase Order either through Email or Fax within 7 Days from the Date of this Purchase Order, the Purchase Order is deemed accepted by the Supplier.
- Please state inquiry / purchase order / order and item no. in all correspondence!

Logistics:

- Please note: All delivery dates mentioned herein are to be understood as receipt of the goods at the delivery address or as per agreed Incoterms.
- The Incoterms mentioned above are to be understood according to Incoterms 2010.

Instruction for Submission and Payment of Invoices:

- Invoice issued for payment should include Veolia's full PO No.
- Invoice along with PO copy should be scanned and sent to the following email ID's:
To: accounts-payable.vwtgulf@veolia.com
cc: buyer email id;
- Each single invoice should be send separately on the emails (i.e. One PDF file for one invoice) and this PDF file should be named with the Supplier Name, Invoice no and PO No.
- Shipping Invoices issued as per logistics instructions on our PO shall not be considered for any payments.

Note: Failure to follow the above instructions shall lead to delay in payment.



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Appendix 1
ITEMS DETAILS

APPENDIX 1 - ITEMS DETAILS

PO No. 21000056 HD 04151

#	Item Description	Qty	Unit	Price	Unit	Total
1	SS 316 Smls Pipe 3/4" x Sch 10s - OD - 26.7 mm Thk 2.11 mm Length 3.8 m	32.00	Pcs.	\$36.67	P.Pcs.	\$1173.50
2	SS 316 Smls Pipe 3/4" x Sch 10s - OD - 26.7 mm Thk 2.11 mm Length 3.8 m	76.00	Pcs.	\$36.67	P.Pcs.	\$2787.07
3	SS 316 Smls Pipe 3/4" x Sch 10s - OD - 26.7 mm Thk 2.11 mm Length 2.8 m	16.00	Pcs.	\$27.00	P.Pcs.	\$432.00
4	SS 316 Smls Pipe 3/4" x Sch 10s - OD - 26.7 mm Thk 2.11 mm Length 2.8 m	12.00	Pcs.	\$27.00	P.Pcs.	\$324.00
5	SS 316 Smls Pipe 3/4" x Sch 10s - OD - 26.7 mm Thk 2.11 mm Length 2.8 m	16.00	Pcs.	\$27.00	P.Pcs.	\$432.00
6	SS 316 Smls Pipe 3/4" x Sch 10s - OD - 26.7 mm Thk 2.11 mm Length 2.8 m	16.00	Pcs.	\$27.00	P.Pcs.	\$432.00
7	SS 316 Smls Pipe 3/4" x Sch 10s - OD - 26.7 mm Thk 2.11 mm Length 2.8 m	16.00	Pcs.	\$27.00	P.Pcs.	\$432.00
8	SS 316 Smls Pipe 3/4" x Sch 10s - OD - 26.7 mm Thk 2.11 mm Length 2.8 m	16.00	Pcs.	\$27.00	P.Pcs.	\$432.00

Total in words:

USD : SIX THOUSAND SIX HUNDRED TEN EIGHT and
FORTY SEVEN cents

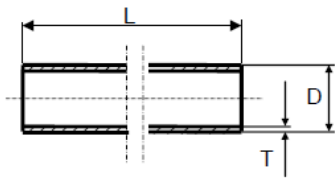


Net Total	\$6444.58
Freight Charges	\$625.00
Discount	\$451.11
Grand Total	\$6618.47

Appendix 2
BOQ & Technical Details

Balancing Pumps Guide rail details


POS No.	Site details	Item Description	Qty	Guid Rail size	Sch	Required length per pump (in meter)	No. of pcs per pump	Total no. of pcs required
10	Site B1, B2, B3 20.8 m3/h @ 10.6 m & 7.8 m	1305S-50W.253.S60.415 with 1X 10m, Screened cable S3x1.5+3x1.5/3+S(2x0.5)	16	3/4"	10	3.8	2	32
20	Site B1, B2, B3 41.6 m3/h @ 8.8 m & 6.0 m	1310S-50W.253.S62.415 with 1X 10m, Screened cable S3x1.5+3x1.5/3+S(2x0.5)	38	3/4"	10	3.8	2	76
30	Site S7 (500CMD) 21 m3/h @ 9.9 m & 7.9 m	1305S-50W.253.S60.415 with 1X 10m, Screened cable S3x1.5+3x1.5/3+S(2x0.5)	8	3/4"	10	2.8	2	16
40	Site S7 (1000 CMD) 42 m3/h @ 8.3 m & 21 m3/h @ 6.3 m	1310S-50W.253.S62.415 with 1X 10m, Screened cable S3x1.5+3x1.5/3+S(2x0.5)	6	3/4"	10	2.8	2	12
50	Site S9 (500CMD) 21 m3/h @ 9.9 m & 7.9 m	1305S-50W.253.S60.415 with 1X 10m, Screened cable S3x1.5+3x1.5/3+S(2x0.5)	8	3/4"	10	2.8	2	16
60	Site S9 (1000 CMD) 42 m3/h @ 8.3 m & 21 m3/h @ 6.3 m	1310S-50W.253.S62.415 with 1X 10m, Screened cable S3x1.5+3x1.5/3+S(2x0.5)	8	3/4"	10	2.8	2	16
70	Site S8 (500CMD) 21 m3/h @ 9.9 m & 7.9 m	1305S-50W.253.S60.415 with 1X 10m, Screened cable S3x1.5+3x1.5/3+S(2x0.5)	8	3/4"	10	2.8	2	16
80	Site S8 (1000 CMD) 42 m3/h @ 8.3 m & 21 m3/h @ 6.3 m	1310S-50W.253.S62.415 with 1X 10m, Screened cable S3x1.5+3x1.5/3+S(2x0.5)	8	3/4"	10	2.8	2	16



Nominell diameter/ Nominal diameter		T mm	Vikt/längd Weight/length kg/m	Artikelnummer Part number	
D tum / inch	D mm			L=3000mm	L=6000mm
3/4	26,9	2,0	1,309	83 74 06	84 37 73
1	33,7	2	1,59	85 01 70	85 01 71
2	54,0	2,0	2,604	84 37 57	84 37 58
2	60,3	2,0	2,920	(83 74 08)	(84 37 74)
2	60,3	3,65	5,178	(83 74 09)	(84 37 75)
3	88,9	2,0	4,352	83 74 11	84 37 76



Appendix 3
MTC

 OM TUBES & FITTINGS INDUSTRIES Add: 10, Bordi Bunglow, 1st Panjarapole, C.P. Tank , Mumbai 400004 , India Tel: +91 22 67436562 Fax: +91 22 22425216 Email: info@omtubes.com	INSPECTION CERTIFICATE EN10204:2004/3.1		Customer :		VEOLIA WATER TECHNOLOGIES	
			Certificate No :	OM/L/MTC/20-21/11490	Page	1
	ISO 9001:2015, ISO 14001:2015, ISO 45001:2018 & PED 2014/68/EU MM+AD2000W0 Certified Company		Order No :	OM/82950/20-21	Date	19-Jan-2021
			Invoice No :		Date	

Specification :	ASTM A312/A312M - 17, TP316, ASME B36.19M-2004, NACE MR0175/ISO 15156-2015
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No.	Description	Quantity	HT/LT No	Heat Treatment
1	SMLS PIPE 3/4" X SCH 10S X 3.8 MTR LENGTH	108 Nos.	P0981	Solution Annealed at 1050°C and Water Cooled
2	SMLS PIPE 3/4" X SCH 10S X 2.8 MTR LENGTH	76 Nos.	P0981	Solution Annealed at 1050°C and Water Cooled
3	SMLS PIPE 2" X SCH 10S X 2.8 MTR LENGTH	16 Nos.	P0982	Solution Annealed at 1050°C and Water Cooled

Chemical Composition								
HT/LT No	C%	SI%	Mn%	P%	S%	Cr%	Ni%	Mo%
P0981	0.047	0.472	1.188	0.016	0.005	16.163	11.227	2.168
P0982	0.042	0.483	1.162	0.014	0.003	16.189	11.210	2.175

Mechanical Properties					
HT/LT No	U.T.S Mpa	Tensile	Elongation	Hardness	Hydrostatic
		Y.S Mpa-Rp 0.2		HRB	PSI 100%
P0981	632	329	47	77,77,78	2400
P0982	640	317	45	79,79,80	1400

Visual Inspection	OK	Dimension Inspection	OK	Country of Origin	INDIA
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Marking	Brand - Item - Size - Specification - Dimension - Heat No.
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Remarks	Seal of Customer / Surveyor	FOR OM TUBES & FITTINGS INDUSTRIES
1) Test samples were tested and inspected in accordance with the order & were found to meet the requirements. 2) 100% Hydro test done. Holding Time - 10 Sec. - found satisfactory. 3) No welding or weld repair. 4) PMI 100% OK. 5) Material free from mercury or radioactive contamination.		 QC HEAD

Appendix 4
VEOLIA GEN.
TERMS & CONDITION

 3-2-20 P. M. C.

PURCHASE ORDER – GENERAL TERMS AND CONDITIONS

1. INTRODUCTION

These Purchase Order – General Terms and Conditions (referred to as “GTC”) govern the Supplier’s performance of works, as further detailed in the Purchase Order. The GTCs are an integral part of the Purchase Order, and the Supplier hereby accepts the terms and conditions of the GTCs, without any reservations. For the avoidance of doubt, the Supplier’s terms and conditions, if any, is not applicable to the Purchase Order.

2. DEFINITIONS

The following definitions shall be used for the purpose of interpreting the GTCs:

- (a) **“Buyer”** refers to the entity named as such in the PO, and shall include the legal representatives, successors and assignees of the Buyer.
- (b) **“Employer”** refers to the beneficiary of the Project.
- (c) **“Goods”** shall refer to, without limitation, all brand new equipment, materials, machinery, supplies, spare parts, and services that are required to be supplied or performed by the Supplier in accordance with the Purchase Order, and shall include, without limitation, all required drawings, documents, manuals, installation, operation and maintenance instructions, spare parts lists, as expressly stated and/or reasonably inferred from the Purchase Order.
- (d) **“Main Contract”** refers to the agreement between the Buyer and the Employer relating to the Project.
- (e) **“Party”** or **“Parties”** refers to the Buyer and/or the Supplier.
- (f) **“Project”** refers to the plant or project for which the Buyer intends to purchase the Goods.
- (g) **“Purchase Order”** or **“PO”** refers to the order for the Goods placed by the Buyer, as required for the Project and in accordance with the GTCs. The GTCs are a part of the PO and all references to the PO shall include the GTCs and vice versa.
- (h) **“Purchase Order Price”** or **“Price”** refers to the total financial consideration specified in the Purchase Order and payable to the Supplier for the supply of Goods in accordance with the terms of the Purchase Order, including any amendments to the initial price, as agreed by the Parties.
- (i) **“Supplier”** refers to the entity the Buyer has or intends to issue a PO to, and named as such in the PO.
- (j) **“Taking Over”** means, in respect of the Project, the taking over by the Employer of such plant(s) upon the successful completion of the engineering, procurement, construction, testing and commissioning in accordance with the provisions of the Main Contract. ‘Taking-Over Certificate’ should be interpreted accordingly.
- (k) **“Warranty Period”** refers to the Suppliers’ guarantees for the Goods supplied in relation to the PO, which shall remain in force in case of any defects in such Goods. Unless specified otherwise, the Warranty Period shall be valid from the date of delivery of the Goods by the Supplier until twenty four (24) months from the date of receipt by the Buyer of the Taking Over Certificate under the Main Contract.

3. ACCEPTANCE

- 3.1 The signatures of both Parties on this PO or commencement of the performance of works as provided in the PO shall be deemed acceptance of the PO by the Supplier. The Supplier acknowledges and unconditionally accepts the terms and conditions of the GTCs and the PO. The PO and the GTCs constitute the entire agreement between the Buyer and the Supplier, and all previous agreements, arrangements, statements, understandings, discussions, dealings or representations shall be considered null and void.
- 3.2 Any changes, modifications or amendments to the PO should be made in writing and signed by the authorized representatives of both Parties, in order to be valid and effective.

4. NON-ASSIGNMENT AND SUBCONTRACTING

- 4.1 The Supplier shall not assign, wholly or partly, this PO and/or any interest or benefit under or in connection with this PO, or any payment due and/or to become due hereunder, to any third party or affiliate.
- 4.2 The Supplier shall not subcontract, wholly or partly, the performance of any work to be carried out by the Supplier under or in connection with this PO, without the prior written consent of the Buyer. The Supplier shall be responsible for the acts or defaults of any of its sub-suppliers, his agents or employees, as though they were the acts or defaults of the Supplier.

5. CHANGES AND MODIFICATIONS

- 5.1 The Supplier shall not make any amendments, changes, alterations or modifications to the Goods or to any documents related to the Goods and/or the PO, without the prior written consent of the Buyer.
- 5.2 The Buyer may, at any time through a written notice to the Supplier, request amendments, changes, alterations or modifications to the quantities, specifications and drawings in relation to the PO. Within fourteen (14) calendar days of receipt of such notice, the Supplier shall advise the Buyer of the effect of such change(s) on the Price, delivery dates or any other obligations of the Supplier under or in connection with the PO. The Supplier shall provide all reasonable assistance to the Buyer to allow him to evaluate the effect of the changes as advised by the Supplier. During this period, unless otherwise agreed to in writing by the Buyer, the Supplier shall not delay the delivery of the Goods.
- 5.3 In case the Buyer intends to proceed with the proposed amendments or alterations to the PO following the Supplier’s advice, the Buyer shall provide a written instruction to proceed with the change(s) confirming the scope of the alteration(s) required by the Buyer and any agreed changes to the Price, delivery date(s) and/or other affected terms of the PO.
- 5.4 The Supplier’s failure to advise the Buyer of the effect of the proposed alterations on the Price, delivery date(s) or any other obligations under the PO, as required under Article 5.2, shall be deemed as confirmation that all terms of the PO remain unchanged.
- 5.5 In case the Buyer and the Supplier are unable to agree on any applicable changes to the terms of the PO due to the proposed alteration(s) as stated in Article 5.2, then the Supplier shall, if directed by the Buyer, nevertheless proceed to perform such alterations or changed works (if technically feasible) until agreement on the applicable changes can be reached.

6. PRICES, PAYMENT INVOICING

- 6.1 The Price is fixed and firm and is the total price for the supply of the Goods, including but not limited to all costs, taxes, fees, customs duties, charges associated with the delivery of the Goods, transport, insurance and import. The delivery shall be Delivery Duty Paid (DDP) at the place of destination, in accordance with INCOTERMS 2010. Unless otherwise provided in the PO, the Buyer shall make payment within ninety (90) calendar days of receipt of the Supplier’s invoice together with all required supporting documents.
- 6.2 All costs, damages, fees or expenses for which the Supplier is liable towards the Buyer, under or in connection with the PO and/or the law, may be deducted by the Buyer from any payment due or which shall become due to the Supplier, or may be recovered by action at law.

7. PROGRAMME, DELIVERY AND DELAYS

- 7.1 The Supplier shall comply with the delivery date(s) given in the PO or as agreed by the Buyer. If the Supplier fails to do so, the Buyer shall be entitled to recover liquidated damages specified in the Purchase Order and any losses or damages as may be incurred by the Buyer. Unless otherwise agreed by the Parties, the liquidated damages will be calculated at 0.5% of the Price for each calendar day of delay. The Buyer reserves the right, at its sole option, to obtain such Goods from other parties, at the Supplier’s risk and cost. Partial deliveries shall only be permitted to the extent explicitly stated in the PO.
- 7.2 In case the Supplier, (i) does not provide the necessary information and/or documentation related to the Goods, and/or (ii) provides incorrect and/or incomplete information and/or documentation related to the Goods, then in such case(s), all consequences, including without limitation, all fees, fines, costs, resulting from the Supplier’s failure, will be borne solely by the Supplier.
- 7.3 The Supplier shall provide the packing specified in the Purchase Order in order to protect the Goods during its transport to site. If the specific terms and requirements related to packing are not given in the Purchase Order or by the Buyer, the Supplier shall provide the packing usually used for the Goods listed in the Purchase Order to ensure a high level of protection during its transport to site. The packing should be suitably designed to protect the Goods against all possible damages during its transport to site (plus 6 months).

8. SPECIFICATIONS AND DRAWINGS

- 8.1 The Supplier expressly warrants that the Goods and services (if any) covered under this PO will conform to the specifications, drawings, models, samples or other description(s) furnished or adopted by the Buyer, and will be of good quality, material, workmanship and will be free from defects. The tools provided by the Buyer, including without limitation, the patterns, specifications, drawings, fabrication, and tools shall not be used by the Supplier or communicated to any other party, except as expressly permitted under or in connection with this PO. Both Parties expressly agree that the PO (and GTC’s) do not imply a transfer of the Buyer’s Intellectual Property Rights to the Supplier and/or its sub-suppliers (if any).
- 8.2 The Buyer’s review or approval of the Supplier’s drawings will only constitute general conformity to the specifications. Such review or approval will not be deemed as approval of any dimensions, quantities, materials, workmanship or details related to the Goods indicated by such drawings, and shall not relieve the Supplier from its obligation to meet all specifications as provided in the PO. The Buyer shall retain the right of final approval for all Goods.

9. SUSPENSION OF PERFORMANCE

The Buyer shall be entitled to suspend the performance of the PO, in whole or in part, at any time during the performance of the PO, through a written notice to the Supplier. The Supplier shall comply with the Buyer’s instructions related to such suspension. In case the suspension time-period exceeds ninety (90) days and adversely affects the Price and/or the delivery schedule of the Goods, the Supplier shall provide a written notice of the aforementioned and suggest necessary changes within seven (7) calendar days from the Supplier’s initial notice.

10. INSPECTION, TESTING AND COMMISSIONING

- 10.1 The Supplier shall carry out, at the place of manufacture and/or on site, all tests and/or inspections of the Goods or any part thereof (as further specified in the PO and/or as required by the Buyer) at its own expense. The Buyer and the Employer shall be entitled to attend all such tests and/or inspections, and such attendance or lack thereof shall not release the Supplier from any of its obligations or guarantees under or in connection with the PO.
- 10.2 If, during the tests and/or inspections or review of the corresponding test and/or inspection reports, the Buyer reasonably determines that the Goods are not in conformity with the PO, the Supplier shall, as directed by the Buyer:
 - (i) immediately correct all defects to the Buyer’s satisfaction; or
 - (ii) deliver the Goods and correct all defects on site to the Buyer’s satisfaction; and/or
 - (iii) if the deficiency cannot be corrected, replace the Goods.
 All costs, expenses and fees related to such corrective works and/or the replacement of the Goods pursuant to this Article shall be borne by the Supplier.
- 10.3 The Buyer and the Employer will be entitled to inspect the materials, workmanship and performance of any of the Goods under the PO at any time.

11. GUARANTEES AND LIABILITIES

- 11.1 In addition to the guarantee(s) provided under the PO or as further agreed by both Parties, the Supplier guarantees that the Goods will be new and free from any defect(s) including but not limited to defects in the design, materials and workmanship and comply with the requirements of the PO, and conform to the specifications, drawings and other descriptions provided by the Buyer, and be fit and sufficient for the purpose expressly specified or manifestly implied by the PO.
- 11.2 In case any failure of the Goods to meet the above guarantees is discovered prior to expiry of the Warranty Period, then the Supplier will be notified by the Buyer to repair, alter or replace the Goods, within a reasonable time-period agreed by the Buyer, in order to ensure that the Goods meet the requirements under the PO. Upon receipt of this notice, the Supplier shall immediately and at its risk and cost, make such alterations, repairs and replacements as may be necessary for the Goods to meet the guarantees herein and/or any other requirements provided in the PO.

- 11.3 If the deficiency or defect in the Goods cannot be corrected, the defective Goods shall be promptly dismantled and removed by the Supplier or by the Buyer, at the risk and cost of the Supplier (based on the Buyer's discretion), and the Supplier shall (based on the Buyer's discretion) either, (i) re-supply proper and compliant materials and/or equipment and reinstall them if necessary, or (ii) refund the full price of the defective Goods, without prejudice to any of the Buyer's rights under the PO or at law.
- 11.4 The Warranty Period for the repaired equipment shall be extended by a period of twenty-four (24) months commencing from the date on which the defect or failure has been fully rectified to the satisfaction of the Buyer and/or the Employer, provided that the Warranty Period shall not exceed a period of five (5) years.
- 11.5 The Supplier shall be responsible for, and shall remedy and make good, at its sole risk and cost, any defect(s) that arises prior to the expiry of the Warranty Period.
- 11.6 Notwithstanding the expiry of the Warranty Period, the Supplier will remain liable for latent defects in the works and/or the Goods, which may appear at any time following the final handing over of the Project to the Employer but not later than ten (10) years from such date. Latent defects are defects that cannot be observed by an external inspection of the Goods, or are not apparent to the ordinary man. In case any such latent defect(s) appears or occurs during the aforementioned time period, the Employer and/or the Buyer may notify the Supplier of the same, and provide a reasonable period of time for the Supplier to remedy any such defect(s). If the Supplier fails to remedy or rectify the defect within such period, the Buyer (or the Employer) may remedy or rectify such a defect or employ a third party to carry out such rectification, at the Supplier's risk and expense. In addition to the aforementioned, the Supplier will remain liable to make compensation to the Buyer (or the Employer) for any total or partial collapse of the installation that has been constructed and for any defect that threatens the stability or safety of the installation, for a period of ten (10) years from the completion of works.
- 11.7 All guarantees and warranties provided by the Supplier in connection with the Goods and/or the performance of the PO should be extended for the benefit of the Employer. The Employer shall have the same rights as the Buyer, to enforce the warranties and guarantees provided by the Supplier under this PO.
- 11.8 The Supplier agrees to assume the risk of and to release, defend, indemnify and hold harmless the Buyer and the Employer as well as their employees, subcontractors and agents (hereinafter collectively called 'Indemnitee') without limitation from and against all losses, damages, fees, costs, liabilities, claims, suits and expenses of whatsoever nature arising out of any injury to any person (including death) or damage to any property resulting from or connected to the Supplier's performance of the PO, regardless of whether such loss, damage, liability, cost, expense, claim or suit are caused in part by the Indemnitee.
- 11.9 The Supplier assumes the sole responsibility for making deductions and payments of payroll taxes, social premiums and other charges that the Supplier is statutorily obligated to make under the applicable laws and regulations and agrees to indemnify and hold harmless the Indemnitee from and against all claims, losses, damages, costs and expenses arising from or in connection with any default, delays or errors by the Supplier in this regard.
- 11.10 The Supplier warrants that the Goods shall be free from all liens, claims, charges or encumbrances and agrees to indemnify and hold harmless the Buyer and the Employer from and against all costs, fees, expenses and claims arising in connection with the aforementioned. The Supplier waives all rights of lien against any property and premises of the Buyer and the Employer.
- 11.11 Both Parties shall not be liable towards the other for any indirect or consequential losses or damages.
- 11.12 Any express or implied acceptance of the Goods by the Buyer, or putting to use or resale of the Goods by the Buyer to the Employer or to any third party, shall not restrict, hinder or prevent the Supplier's obligations under the PO or prejudice the Buyer's rights and remedies under Article 11.

12. INSURANCE

- 12.1 The Supplier undertakes to have and maintain at its cost, during the performance of its obligations under or in connection with the PO and until the expiry of the Warranty Period, all such insurance as required under the applicable laws and regulations.
- 12.2 The Supplier should maintain at its cost all required insurance that covers all damages to or loss of Goods up to its total value, which shall be valid during the Supplier's performance of its obligations under or in connection with the PO, until the transfer of risk to the Buyer, as specified in Article 14.
- 12.3 The Supplier shall provide, upon the Buyer's request, certificates of insurance and/or other documents in evidence of the applicable insurance covers, to the satisfaction of and approval of the Buyer. In case the Supplier fails to provide or maintain in effect any insurance cover required under or in connection with the PO, or provide adequate certificates of insurance, the Buyer shall be entitled to take out and maintain such insurance cover, and recover all costs and expenses related thereto from the Supplier.

13. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

- 13.1 The Supplier hereby grants to the Buyer and the Employer a non-exclusive, worldwide, royalty-free, transferable, free-of-cost, irrevocable licence for all intellectual property, including without limitation, all relevant patents, trademarks, copyright and know-how ("Intellectual Property Rights") prepared and/or owned by the Supplier and/or its sub-suppliers, to use, operate and sell the Goods. The Supplier shall indemnify and hold harmless the Buyer from and against all claims, costs, fees, expenses (including attorney's fees), suits or proceedings brought against the Buyer and/or the Employer, for any and all claim(s) related to the sale and/or use of the Goods that constitutes an infringement of any Intellectual Property Rights of the Supplier and/or its sub-suppliers.
- 13.2 The Buyer has developed and possesses certain proprietary information, including without limitation, copyrights, patents, design, drawings, know-how, trade secrets and business information, process information and information related to the PO and the Project, referred to collectively as "Proprietary Information". The Supplier shall use the Proprietary Information solely for the purpose of carrying out its obligations as provided in the PO, and the Supplier shall maintain as secret and confidential all Proprietary Information disclosed by the Buyer under or in connection with this PO, and shall not permit the disclosure of such Proprietary Information to any third party or affiliates.

14. RIGHTS, TITLE AND RISK

The ownership, title to and copyright in all the specifications, drawings, and all other documents prepared by the Supplier under or in connection with the PO, and the ownership, title to and copyright related to the Goods shall transfer to the Buyer upon acceptance of the PO. Following receipt of the Taking Over Certificate by the Buyer, the risk of loss of the Goods (or part thereof) shall transfer to the Buyer.

15. TERMINATION

- 15.1 The Buyer may immediately terminate the PO, in whole or in part, through a written notice in case of the following:
- (i) the Supplier is in default or breach of its obligations under or in connection with the PO; and/or
 - (ii) commencement of bankruptcy or insolvency proceedings against the Supplier, or if the Supplier is declared bankrupt or becomes insolvent, or makes any arrangement(s) with its creditors, or has a receiver appointed, or commences any action(s) to wind up its business.
- 15.2 Upon receipt of a termination notice pursuant to Article 15.1 above, the Supplier shall, if directed by the Buyer, either:
- (i) deliver the Goods or part(s) thereof completed as of the date of termination, with all applicable warranties;
 - (ii) provide unencumbered access to the Supplier's premises for the Buyer to take possession of all completed Goods or parts thereof; or
 - (iii) continue performance of its obligations under or in connection with the PO, in accordance with the terms as the Buyer may reasonably direct.
- 15.3 The Buyer may terminate the PO for convenience, in whole or in part, through a written notice to the Supplier. Upon receipt of such notice, the Supplier shall promptly stop further performance of the PO. The Supplier shall deliver or assign all completed Goods to the Buyer at the termination date, including all applicable warranties, or shall dispose of such Goods, as directed by the Buyer. The Supplier shall be entitled to payment of the value of the Goods satisfactorily completed and delivered in accordance with the PO at the date of termination.

16. DISPUTE RESOLUTION AND APPLICABLE LAW

The PO shall be governed by the applicable laws of the United Arab Emirates. Any dispute(s) that may arise under or in connection with this PO shall be settled by the competent Courts of Dubai, UAE. The ruling language is the English language and will be used for all purposes in connection with this PO.

17. FORCE MAJEURE

- 17.1 "Force Majeure" refers to an exceptional event or circumstance which, (i) is beyond a Party's control, (ii) such Party could not have reasonably provided for against before the acceptance of the Purchase Order, (iii) having arisen, such Party could not have reasonably avoided or overcome, and (iv) cannot be substantially attributable to the other Party. For the avoidance of doubt, the aforementioned conditions are cumulative.
- 17.2 If a Party believes that the performance of its obligations under the Purchase Order has been, is being or shall be prevented, hindered or delayed due to any act, event or circumstance (or any combination thereof) which it reasonably believes constitutes or shall constitute a Force Majeure event, then such Party shall immediately provide a written notice of such event, along with its effects on the terms of the Purchase Order, and/or the Price and/or the delivery date(s).
- 17.3 In the aforementioned case, the affected Party shall be excused from further performance of its obligations to the extent that such performance has been impacted by the Force Majeure event, provided that the affected Party has made its best endeavours to mitigate the effects of such Force Majeure event, including carrying out alternate and/or additional services, the supply of equipment and materials at its own cost.
- 17.4 In case of a Force Majeure event, the Parties agree to meet and work together to minimize the impact of such an event on the Goods and the Project; however, the Price will not be adjusted in case of Force Majeure.

18. COMPLIANCE

- 18.1 Compliance with the law
The Supplier shall abide by all applicable laws, codes, rules, regulations and directives of governmental and/or any local authorities and organizations that have jurisdiction over the Supplier's performance of its obligations in relation to the PO. The Supplier hereby indemnifies and holds harmless the Buyer and the Employer from and against any and all liabilities, liens, claims, costs, expenses, losses, damages, penalties and judgments arising from or due to any actual or asserted violation of such laws, codes, rules, regulations and directives.
- 18.2 Health and Safety
(i) The Supplier shall comply at all times with the Health, Safety and Environment (HSE) requirements of the Buyer and the Employer. The Supplier shall respect the standards set by the Buyer, in particular, the Buyer's commitment to sustainable development, in the declaration of commitment to diversity and in the declaration of commitment to accident prevention and Health and Safety, as well as the regulations applicable to the aforementioned areas. The Supplier acknowledges and agrees that compliance with this Article constitutes an essential obligation of any PO or contract entered into with the Buyer or any of its affiliates.
- (ii) The Supplier shall respect the Universal Declaration of Human Rights and the United Nations Convention on the Rights of the Child, as well as the International Labour Organization conventions.
The Supplier shall comply with the Buyer's objectives of both the Prevention, Health and Safety policy and the Diversity Action Plan's in force, in particular, with reference to the safety regulations applicable at the work place, delivery of products and services which minimizes the risks to the health and safety of its own employees as well as to the employees of the Buyer, and to strive to continue to improve the health and working conditions of its employees.
- (iii) The Supplier agrees to be evaluated as part of the Buyer's process of evaluation of sustainable development actions implemented by its suppliers and shall place at the disposal of the Buyer any and all information and resources that may be required for that purpose. The Supplier shall, if required, provide data related to its current state of progress of actions for sustainable development and provide updates, if required. Upon notification of any recommendation made pursuant to such evaluations, the Supplier shall

immediately implement any such recommendation and take any action, including any improvement(s), which may be required to ensure compliance therewith.

18.3 Protection of the environment

The Supplier shall comply with the regulations related to the protection of the environment and implement any action(s) that is required to reduce its impact on the environment. The Supplier will ensure that its sub-suppliers (if any) strictly comply with this Article 18.

18.4 Ethics and business conduct

- (i) In the performance of this PO, and in relation to the Project, no Party shall pay, offer, promise to pay, or authorize the payment directly or indirectly through any other person or firm, of any monies or anything of value to: (i) any person or firm employed by or acting for or on behalf of the Employer, whether private or governmental, or (ii) any government official or employee or any political party or candidate for political office, for the purpose of inducing or rewarding any action by the Employer or official favourable to the Parties or any Party thereof in connection with the performance of the PO or the Project (any such act being a "Prohibited Payment"). A Prohibited Payment does not include the payment of reasonable and bona fide expenditures, such as travel and lodging expenses, which are directly related to the promotion, demonstration or explanation of products or services, or the execution or performance of a contract with a client or foreign government or agency thereof; provided such payments are permissible under local law and the Employer's guidelines.

If a Party breaches its obligations under this Article 18, the other Party may (without limiting any other right it may have), notwithstanding any other provision of this PO to the contrary, immediately terminate this PO, in whole or in part. The breaching Party shall be responsible for and shall indemnify the other Party for any and all damages, costs, expenses and losses (including lost profits) of any nature incurred by the terminating Party as a result of such Prohibited Payment, termination and withdrawal, notwithstanding any other provision to the contrary in this PO.

- (ii) The Parties represent and warrant to each other that they shall comply, at all times, with all regulations, laws and international treaties related to the fight and prevention of corruption and, in particular, of the provisions of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of December 17, 1997, the UK Bribery Act, and the applicable national laws.

The Supplier hereby confirms that neither they, nor any of their affiliates, agents, employees or persons acting on their behalf in relation to this Project, is on the list of targeted persons pursuant to any applicable regulations including without limitation, the SDN List, and economic/trade restricting sanctions.

In the performance of this PO, the Supplier hereby declares that it is fully versed with and undertakes to strictly comply with all applicable laws prohibiting the bribery of public officials and private persons, influence peddling, money laundering that may in particular entail a public contract debarment. The Supplier undertakes to put in place and implement all necessary and reasonable policies and measures to prevent corruption.

- (iii) The Supplier hereby represents and warrants that none of the Goods and services (if any) contemplated and detailed in this PO are intended for any of the following countries: Sudan, North Korea, Afghanistan, Belarus, Burma, Bosnia and Herzegovina, Cuba, Democratic Republic of Congo, Eritrea, Guinea Bissau, Iran, Liberia, Somalia, South Sudan, Syria, Zimbabwe, Haiti, Iraq, Libya, Republic of Guinea (Conakry), Russia, Tunisia or Ukraine. The Supplier also represents and warrants that none of the Goods and services (if any) contemplated under this PO shall transit, trans-ship or involve itself in any way whatsoever, with any of the above listed countries.

- (iv) The Supplier shall hereby abide by the Anti-Corruption Code of Conduct of the Buyer's Group available on the Group website or upon request (or the equivalent minimum standards), and comply with the provisions of this Code in the performance of its obligations under the PO, or any other contract, agreement or arrangement entered into with the Buyer or its affiliates. Both Parties acknowledge and agree that compliance with this Article constitutes an essential obligation of any contract entered into with the Buyer or its affiliates.

19. MISCELLANEOUS

- 19.1 In the event that one or more clauses of the GTCs is, either wholly or partially invalid, null, cancelled, illegal, unenforceable or inapplicable for any reason, this shall not prejudice the validity and enforceability of all other articles or of the remaining parts of the articles which are partially invalidated.

- 19.2 The waiver of any right, obligation or article herein by either Party shall not be deemed as a waiver of any other article or part of an article of the GTCs. Any such article may be waived through a written instrument signed by both Parties.

- 19.3 Any amendment(s) to the Purchase Order should be made in writing and signed by the authorized representatives of both Parties, in order to be valid and effective.

- 19.4 Any notice to be provided under this Purchase Order shall be made in writing and delivered to the registered addresses of the Parties, as set out in the Purchase Order, or to an alternative address notified in writing by the relevant Party.