

Al-Jazeera Tower, 24th floor, Unit 2403, Conference Center Street,
 Zone 61, Al Dafna, West Bay, Doha, Qatar, P.O. Box 18577
 Email: AP.Qatar@adesgroup.com
 Qatar

PO , Rev #	13952 , 0
Approved Date	09-NOV-2025 12:44:12
Buyer	Ms. Sreeja Suresh Kumar
Priority	
Email	sreeja.sureshkumar@adesgroup.com

Supplier:

No.: 4522
 Name: RAK ENERGY SERVICES & SUPPLIES
 Contact Name:
 Email:
 Phone:
 Address: FLAT # 16, BUILDING # 30, ROAD # 79 -Postal Code
 ,Qatar

Delivery Location:

Organization: AQD
 Location: Aquamarine Driller
 Address: Qatar
 Qatar

Bill to:

ADES_EDC_QATAR
 Al-Jazeera Tower, 24th floor, Unit 2403, Conference Center Street, Zone
 61, Al Dafna, West Bay, Doha, Qatar, P.O. Box 18577
 Email: AP.Qatar@adesgroup.com
 Qatar

Incoterm	Mode of Transportation	Payment Terms
DDP		Net 90 Day

Supplier Notes: PR 8737 // JUMBO BAG // REPEAT ORDER // LEAD TIME - TBA

Line	Item Description		Quantity	UOM	Unit Price (QAR)	Total (QAR)
1	BAG, COMPACTOR 40 CU FT 2000 LB CAPACITY-MFG:TECH OIL PRODUCTS, INC-PN:HV96030		40	EACH	61	2,440.00
	Item No: 5062300.04.11.00028	Supplier item:				
	Promise date: 16-NOV-2025 01:00:37	Need by date:28-OCT-2025 00:00:00				
	Supplier Note:					
			Total (Without Tax)		2,440.00 (QAR)	
			Tax Rate			

All prices and amounts on this order are expressed in Qatari Rial (QAR)

Please acknowledge receiving and acceptance of the PO by a return e-mail that must include the PO number and the following confirmation:

Notwithstanding anything to the contrary stated elsewhere on P.O. #[13952] or attached hereto, the parties agree that this P.O.'s shall be exclusively governed by ADES's Terms and Conditions. We undertake and acknowledge that we have read and accepted the Terms and Conditions received from ADES.

THIS SERVICE ORDER / PURCHASE ORDER IS EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUPPLIER OF THE TERMS AND CONDITIONS CONTAINED HEREIN

SERVICE ORDER / PURCHASE ORDER TERMS AND CONDITIONS

1. DEFINITIONS.

In these Terms and Conditions ("**Conditions**"): (A) 'ADES' means Advanced Energy Systems (ADES) S.A.E company, or any of its affiliates, subsidiaries or branch offices placing the Purchase Order.

(B) 'The Supplier' means the person, firm, or company to whom the Purchase Order is addressed. (C) 'The Goods' means the articles, raw materials or any of them to be supplied by the Supplier to ADES pursuant to the Purchase Order (including any materials or articles supplied in connection with services.) (D) 'The Services' means work and/or services or any of them to be performed by the Supplier for ADES pursuant to the Purchase Order.

(E) 'The Purchase Order or Order' means a service or purchase order in respect of Goods and/or Services issued by ADES to the Supplier on ADES's official purchase order form, together with all other documents referred to therein.

2. APPLICATION.

These Conditions shall apply to and be incorporated in the Purchase Order issued to Supplier for the supply of the Goods and/or the Services and shall be in substitution for any oral or written arrangements, unless in case there was a written executed and valid supply agreement in place, made between ADES and the Supplier and shall prevail over any inconsistent terms or conditions contained in or referred to in the Supplier's quotation or acceptance of order or correspondence or elsewhere or implied by trade, custom or practice or course of dealing. No addition to or variation of or exclusion or attempted of the Purchase Order and/or these Conditions or any of them shall be binding upon ADES unless specifically agreed to in writing and signed by a duly authorized representative of ADES.

3. ACCEPTANCE OF ORDER.

All the terms of the Order between ADES and the Supplier are contained in or referred to in the Order and in these Conditions. The Supplier's execution or commencement of work or commencement of delivery pursuant to the Order constitutes acceptance of the Order on the terms hereof by the Supplier. The acceptance of the Order is limited to and conditional upon acceptance by the Supplier of these Conditions.

4. PACKING, MARKING AND DOCUMENTATION

(B) The Supplier warrants, and it is a condition of the Order, that the Services shall be supplied in full accordance with the terms of the Orders and shall be executed with reasonable care and skill by properly qualified and experienced persons; and that the provision of the Services will comply in all respects with applicable laws and regulations.

(A) The Goods shall be properly packed, marked and delivered at the Supplier's expense in accordance with the Order. ADES shall not accept a charge for packages, containers or freight unless specified explicitly in the Order.

(B) Each advice note, bill of lading and invoice shall bear the applicable Order number, delivery date and/or date of completion of the Services and the location to which the Goods are to be delivered or at which the Services are to be provided.

5. DELIVERY.

(A) Time is of the essence in the performance by the Supplier of the Order. If delivery dates for the Goods or the dates for the provision and/or performance of the Services cannot be met, the Supplier shall promptly notify ADES of the earliest possible date for delivery of the Goods or the provision of the Services. Notwithstanding such notice, and unless a substitute delivery date for the Goods or date for the provision of the Services has been expressly agreed by ADES in writing, the Supplier's failure to effect delivery of the Goods or the provision of Services on the date specified shall entitle ADES to cancel the Order without liability towards the Supplier, to purchase substitute items or services elsewhere, and to recover from the Supplier any loss and additional costs incurred.

(B) If delivery pursuant to the Order is incomplete, ADES reserves the right (without prejudice to any of its other rights) to accept or reject the Goods so delivered or Services performed and to cancel or vary the balance of the Order.

(C) The Goods must be delivered at the delivery point specified in the Order. If the Goods are incorrectly delivered, the Supplier will be liable for any additional expense involved in handling and delivering them to their correct destination.

6. WARRANTY.

(A) The Supplier warrants, and it is a condition of the Order, that the Goods supplied to ADES under the Order shall be of first class materials and workmanship throughout and will meet the governing specifications referred to in the Order as to quantity, quality standards and description; that the design, construction and quality of the Goods will comply in all respects with applicable laws and regulations and with any samples furnished by the Supplier and accepted by ADES; and that the Goods will be fit and suitable for the purpose intended by ADES, of merchantable quality and free from defect.

expenditure over and above the Order price reasonably incurred by ADES in obtaining replacement goods or services shall be paid by the Supplier to ADES.

(B) The rights and obligations of the parties hereto shall apply to all defects appearing in Goods or Services or any part thereof during the period of twelve (12) consecutive months (or in the

(C) The warranties and remedies provided for in this Clause 6 shall be in addition to those implied by or available at law or in equity and shall continue in force notwithstanding the acceptance by ADES of all or part of the Goods or the Services.

7. QUANTITY, QUALITY AND DESCRIPTION.

(A) The Supplier agrees to allow a representative of ADES to enter the Supplier's premises on reasonable prior notice to inspect the Goods and/or Services.

(B) ADES reserves the right at any time to change the relevant Order by written instruction, in which event the Supplier shall notify ADES of any consequent change in price within seven (7) days from the receipt of such change order, which ADES shall then accept or reject. No increase in price shall be allowed if the Supplier fails to give timely notification to ADES.

8. ACCEPTANCE OF GOODS AND SERVICES.

(A) The Goods and the provision of the Services shall be subject to inspection and testing by ADES prior to acceptance. In any case where the Goods, the Services or any part thereof (whether or not inspected or tested by ADES) do not comply with the requirements of the Order, ADES shall give written notice to the Supplier. If the Supplier does not rectify the matter within three (3) working days after receipt of the notice, ADES shall have the right to repair such Goods and rectify such services at the expense of the Supplier or to reject the Goods and Services concerned and shall thereafter return any Goods concerned to the Supplier at the Supplier's risk and expense. In case of rejection, ADES may either cancel the Order forthwith or demand that the Supplier within a reasonable time replace such rejected Goods or Services with Goods or Services which are in all respects in accordance with the Order. If the Supplier fails to replace any rejected Goods or Services within such time, ADES shall have the right to purchase replacement goods or services from another source and any money paid by ADES to the Supplier in respect of the rejected Goods or Services together with any additional

or other rights of property vested in any other person, firm or company resulting from the purchase, use or resale by ADES, its servants, agents or clients of the Goods or the Services or any part thereof; (ii) any act or omission in the performance of or in connection with any or all of the obligations undertaken by the Supplier pursuant to the Order, whether by reason of the negligence of the Supplier, its agents, employees or subcontractors or their agents or employees, or otherwise; (iii) any

case of any latent or inherent defect, the period of twelve (12) consecutive months after the same could first reasonably have been discovered) commencing on the date of acceptance.

9. HEALTH, SAFETY AND ENVIRONMENTAL REGULATIONS.

(A) Supplier and Supplier's personnel shall comply with ADES' HSE Regulations when performing the Services under the relevant Order. Supplier shall provide its personnel with the Personal Protective Equipment. Supplier's Personnel shall be legally employed according to the relevant jurisdiction's Labour Law.

(B) ADES shall have the right to remove and/or reject any of Supplier's personnel or representatives who are not complying with ADES HSE Regulations.

(C) Supplier shall ensure that its equipment and tools used for the provision of Services under the relevant Order are maintained in good working conditions in accordance to acceptable oil and gas requirements and in accordance to recommended maintenance from the manufacturer. Such maintenance records shall be available to ADES when requested.

(D) Supplier shall comply with all legal requirements in force in the territory where the Services are performed, in relation to health, safety and environmental regulations. Supplier shall be able to demonstrate to ADES, through actual verification on site or through documentation such compliance.

10. INDEMNITY.

(A) The Supplier agrees to indemnify and to hold ADES, its agents, employees, officers, subsidiaries, associated companies, subcontractors and assigns harmless from and against any and all liability, damage, loss, cost or expense, including without limitations any liability arising from any injury or loss to any person or persons or any damage to or loss of any property, directly or indirectly arising out of or in connection with: (i) any alleged or actual infringement of any patent, registered design, copyright, trade mark

of the Order without thirty (30) days' prior written notice to ADES at the address shown on the certificate. 12.

TERMINATION.

(A) Without prejudice to any other rights or remedies to which it may be entitled, ADES may by written notice to the Supplier terminate the Order immediately and without liability or the need for any court decision or order in the event that:

(i) the Supplier refuses or fails to make deliveries of the Goods or

alleged fault or defect howsoever arising in the Goods (whether in materials, workmanship or otherwise); except to the extent that any such liability was only incurred because the Supplier delivered the Goods or provided the Services solely in accordance with design, plans or specifications supplied by ADES.

(B) Notwithstanding any other provision in this Conditions, in no event shall ADES be liable to the Supplier for any consequential loss which may be suffered by the Supplier in connection with the performance of this Order. For the purposes of this Article the expression "consequential loss" shall mean any indirect, special, exemplary, incidental or consequential losses, and /or loss of production, loss of product, loss of use, loss of business, shut-in and business interruption and loss of revenue, loss of profit or anticipated profit.

11. INSURANCE.

(A) The Supplier will at all times insure and keep itself insured with a reputable insurance company in compliance with local legislation against all insurable liability under the Order and in respect of the Goods or the Services including without limitations all the Supplier's liabilities under Clause 10. The Supplier will promptly advise ADES of any claim made against the Supplier arising out of the Supplier's performance of the Order. The Supplier will provide all facilities, assistance and advice required by ADES or ADES's insurers for the purpose of contesting or dealing with any action, claim or matter arising out from the Supplier's performance of the Order.

(B) The Supplier shall, upon request by ADES, cause its insurers to furnish ADES with certificates of the above-mentioned insurance policies giving evidence of the limits and the dates of effect and renewal of each insurance cover, and a statement that no insurance will be cancelled or materially changed during the term

15. PRICE AND PAYMENT.

(A) All prices for the Goods and the Services shall be as stated in the Order, and unless otherwise provided cover the cost of packaging, insurance and freight. Only variations agreed to in writing by the parties as a result of changes in the Order will be accepted. If no such price is stated, the price of the Goods or the Services shall be the lowest price currently quoted or charged at the date of the Order by the Supplier for those Goods or Services, but in no event higher than the price most recently charged to ADES by the Supplier for those Goods or Services.

(B) Where Goods or Services are subject to purchase tax, value

to perform the Services within the time specified in the Order or refuses to perform any other provisions of the Order and fails to remedy such breach within ten (10) days after receipt of written notice from ADES requiring remedy thereof; or (ii) the Supplier enters into a Deed of Arrangement or commits an act of bankruptcy or compounds with its creditors; or if the Supplier takes or suffers any similar or analogous action in consequence of debt or commits any breach of this or any other contract between ADES and the Supplier, or if ADES reasonably apprehends that any of the above is likely to occur.

(B) Without prejudice to any other rights or remedies to which it may be entitled, ADES shall have the right to terminate the Order at its convenience in whole or in part at any time by giving the Supplier notice in writing. The Supplier shall on receipt of such notice immediately discontinue the manufacture of Goods or the provision of Services. The Supplier shall not be entitled to, and hereby irrevocably and unconditionally waives, any and all claims arising out of such terminated Order.

13. TITLE AND RISK.

The property and risk in the Goods shall pass to ADES on delivery of the Goods in accordance with the Order, without prejudice to any right of rejection which may accrue to ADES under these Conditions or otherwise. The Supplier shall be liable for, and indemnify ADES against, any and all liens, charges, claims and other encumbrances in respect of any and all Goods or Services provided hereunder.

14. ASSIGNMENT.

Neither the Order nor any part thereof shall be assigned, subcontracted or transferred in any other manner to a third party without ADES's prior written consent. Any such consent to subcontracting shall not relieve the Supplier of any obligation to comply with these Conditions or the Order.

making or causing to be made or paid, in connection with this Order, or the operations associated therewith, either directly or indirectly;

- (i) any bribe, gift (other than gifts that are nominal in value), loan, fee, reward or entertainment of a nature and cost that is neither appropriate nor reasonable, for the benefit of any Public Official or Family Member of a Public Official, or
- (ii) any charitable, religious, or social welfare commitments or contributions in Qatar, or any other jurisdiction of performance of this Order, including (a) influencing any act, omission or decision on the part of such Public Official in his or her official capacity; (b) securing any improper advantage from such Public Official in

added tax or any other similar taxation, the amount legally payable by ADES is to be rendered as a separate item of account on a valid tax invoice and, if required by ADES, the Supplier will produce bona fide evidence of the amount paid or to be paid in respect thereof.

(C) Unless stated otherwise in the Order, any payment due to the Supplier shall be paid within (60) days as of receipt of a final and undisputed commercial invoice by ADES, which invoice shall be submitted along with supporting documentation to ADES' reasonable satisfaction. In the event ADES disputes any invoice in part or in full, ADES shall notify the Supplier in writing of its dispute within a period of (60) days as of receipt of the disputed invoice, in case of litigation or dispute regarding part of the invoice, ADES will pay the undisputed part, without waiting for further amicable or judiciary settlement of the disputed part.

(D) ADES reserves the right to deduct and set-off from any monies due or becoming due to the Supplier any monies due from the Supplier to ADES in connection with the Order.

(E) Unless stated otherwise in the Order, all payments shall be made in Qatari Riyal.

16. COMPLIANCE.

(A) Each Party (the "Representing Party") makes the following representations and warranties to the other Party as of the date of execution of this Order. Cumulatively, and without prejudice to any other representation or warranty made in this Clause 16, the Representing Party represents and warrants that neither such Party, nor any of its affiliates, representatives or Related Persons on its behalf has offered, promised, made, paid or caused to be made or paid, nor has approved, permitted or authorized the offering, promising,

entity, instrumentality, agency, authority, court, company; (iv) any other entity, committee or commission under the direct or indirect control of a government; or (v) any government-owned or controlled commercial enterprise.

Public International Organization means any public international organization covered by the U.S. Foreign Corrupt Practices Act of 1977, including international financial institutions such as the World Bank Group, the International Bank for Reconstruction & Development, the European Bank for Reconstruction and Development, and the Asian Development Bank.

Public Official means (i) any official, officer, employee or representative of a Governmental Authority or any public agency, public enterprise or Public International Organization; (ii) any Person acting for or on behalf of a Governmental Authority or

his or her official capacity; (c) inducing such Public Official to use his or her influence with another Public Official or Governmental Authority to:

- (1) affect or influence any official act or decision related to this Order, or the operations associated therewith,
- (2) direct business to any Person in connection with this Order, or the operations associated therewith, or
- (3) obtain or retain business in connection with this Order, or the operations associated therewith.

If such payment, offer, promise, permission or authorization would violate any applicable law of any country in which any aspect of the Order or the services contemplated thereby or the operations associated therewith will take place, including: (i) the laws and regulations of the principal place of business of the Parties, as applicable; (ii) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997, which entered into force on February 15, 1999, and the Conventions Commentaries; (iii) The UK Bribery Act of 2010 and (iv) the U.S. Foreign Corrupt Practices Act of 1977, regardless of whether such Party, affiliate, Representative or Related Person is subject to any of the foregoing laws or conventions.

(B) Definitions. Capitalized words used in Clause 16(A) shall have the following definitions;

Governmental Authority means (i) any national, regional or local government and any ministry or department thereof; (ii) any Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to a government (including any independent regulator); (iii) any governmental

And in the case of ADES, the address appearing on the Order.

Notice sent by first class post shall be deemed to have been given seven (7) days after dispatch and notice sent by telefax or email shall be deemed to have been given on the date of dispatch.

(E) Failure by ADES to exercise or enforce any rights under these Conditions or at law shall not be deemed to be a waiver of any such right nor operate to bar its exercise or enforcement in the future.

(F) In the case of conflict between the English text of these Conditions and translations into other languages, the English text shall prevail.

(G) Unless agreed otherwise in writing by the parties, these Conditions and the Order shall be governed by and construed in

any public agency, public enterprise or Public International Organization; (iii) any outside consulting entity or Person engaged by a Governmental Authority or any public agency, public enterprise or Public International Organization; (iv) any political party or political party official; or (v) any candidate for political office.

Family Member means an individual who is related to another individual as first- degree relative, including father, mother, sister, brother, son, daughter and spouse.

Related Persons means, in relation to a Party, such Party's principals, shareholders, directors, officers, employees, sub-representatives, agents and other persons working on its behalf, for its own account and under its own responsibility in connection with this Order.

17. GENERAL.

(A) The Supplier acts solely as an independent contractor in supplying the Goods and Services hereunder.

(B) This terms and conditions constitute the entire agreement between the Parties and hereby supersedes and cancels any previous oral or written letters, arrangement, save for the written agreement duly signed by the legal representatives of the Parties.

(C) Any provision or term of this Order that is or may be void or unenforceable shall to the extent of such invalidity or unenforceability be deemed severable and shall not affect any other provision hereof.

(D) Any notice hereunder shall be deemed to have duly given if sent by prepaid first-class post, telefax or email to the party concerned at, in the case of the Supplier, its last known address,

accordance with the laws of the Qatari Law. Any dispute or controversy arising out of or in connection with this Terms and Conditions and/or the Order including, but not limited to, its existence, validity, interpretation, terms and conditions, parties' performance, etc. and which has not been settled amicably amongst the parties, must be finally settled by arbitration under the rules of arbitration of CRCICA (Cairo Regional Centre for International and Commercial Arbitration) (the "**Rules**") by a panel of three arbitrators appointed in accordance with the said Rules. The language of arbitration shall be English and the seat of arbitration shall be Cairo.

18. CONFIDENTIALITY.

Each Party undertakes to the other that it shall treat as strictly confidential all Confidential Information, including information received or obtained by it or its employees, agents or advisers as a result of entering into or performing this Order, the negotiations leading up to this Order, the subject matter of this Order and these Conditions and the business affairs of the Parties, that it will not at any time after the date of this Order make use of or disclose or divulge to any person any such information and shall use all its best endeavors to prevent the publication or disclosure of any such information.