

## General Conditions of Contract Agreement

### **The General Conditions of Contract Agreement shall be EMDAD's General Terms and Conditions for Performance of Purchase as outlined below:**

#### FORMATION OF THE CONTRACT AGREEMENT

1.1 Except in the event of a written clause providing otherwise, every order placed and purchase agreement entered into between the seller/supplier (referred to hereinafter as "the Supplier") and our company (referred to hereinafter as "the Customer") is governed exclusively by these general conditions of purchase, as amended from time to time in accordance with Article 1.3 ("Conditions"), which together constitute the Contract Agreement and which excludes the application of any terms and conditions of the Supplier or which the Supplier seeks to impose or incorporate or which are implied by trade, custom, practice and/or course of dealings. For the purposes of these Conditions, a reference to "Contract Agreement" shall mean the Contract Agreement between the Customer and the Supplier and/or between the Customer or the Supplier and a third party for the supply of goods in accordance with these Conditions. The Supplier therefore expressly waives all clauses and conditions that diverge or differ from the Conditions or which conflict with the same, regardless of what the designation is of its own clauses and conditions in this respect, unless the Customer has agreed to the same in writing and in advance.

Any divergence, supplement or amendment to the Contract Agreement may only be validly asserted in respect of the Customer if the latter has expressly agreed to the same in writing and in advance and in a separate document signed by the Customer.

1.2 The Contract Agreement is held to have been irrevocably accepted by the Supplier by the act of making its offer, regardless of all prior correspondence or discussions, and also by the act of starting deliveries in those cases when no document whatsoever has been signed by the Supplier and regardless of any other conditions or any other documents or forms of any nature whatsoever emanating from the Supplier. In the event of a refusal to apply the Conditions to an order or a purchase agreement before its performance is commenced, the Customer is entitled to suspend all orders until agreement is reached in relation to the applicable conditions.

1.3 The Conditions may be unilaterally amended by the Customer from time to time. Such amended Conditions shall be automatically and lawfully applicable to the Contract Agreemental relations between the Supplier and the Customer should no objection in writing be received from the Supplier within 48 (forty eight) hours of the disclosure of the revised Conditions either by letter, fax, email or where applicable by reference to a website address.

1.4 Every subsequent order placed by the Customer by word of mouth, telephone, computer, fax, or in any other manner shall be governed and remain governed exclusively by the Contract Agreement, even if the document or invoices furnished by the Supplier in this respect should mention its own general conditions.

1.5 The Supplier acknowledges that it has received all the necessary information, specifications (administrative and technical), guidelines and instructions from the Customer for the performance of the deliveries in accordance with the law, the specifications, the Contract Agreement and all rules of the art, and that all conditions have been complied with on the site so that the deliveries may be made in accordance with the law, the specifications, the Contract Agreement and in keeping with the rules of the art.

1.6 The Contract Agreement is subject to the following complete and exhaustive list of documents in the following order of importance:

- (i) the special specifications of the order;
- (ii) the schedules to the order and any documents that the order may refer to; and
- (iii) these Conditions.

The Supplier declares that he is aware of all the aforementioned documents and provisions and undertakes to perform the delivery in accordance with the conditions set out in same.

## 2. GUARANTEES

2.1 The Supplier warrants that neither the sale nor the use of the goods nor the performance of the work will infringe any patent (local or foreign), trademark, registered design, or other intellectual property rights whether or not similar to any of the foregoing. The Supplier shall indemnify the Customer from all actions, costs, claims, demands, expenses and liabilities whatsoever resulting from any actual or alleged infringement as aforesaid and at the Supplier's own expense will defend or (at the Customer's option) assist in the defence of any proceedings which may be brought in that connection.

2.2 Unless expressly stated otherwise in writing by both parties and subject to the reserve of longer lasting guarantees given by the suppliers of the Supplier, in whose rights the Customer is subrogated with respect to the guarantees, the Supplier guarantees the materials/goods/ ("Goods") against all Defects (as defined in Clause 6.1) for a period of 24 (twenty four) months after the written acceptance of the Goods by the Customer.

## 3. PRICE

3.1 The prices, including all discounts of any kind whatsoever, are determined by the mutual agreement of the Supplier and the Customer and are recorded in the order form or the purchase agreement. No price increase whatsoever will be accepted by the Customer. The prices mentioned on the order form are fixed, immutable and are not subject to review or updating either as a consequence of changes in pay or materials for the entire duration of the deliveries, notwithstanding conflicting indications or clauses provided by the Supplier. The prices are "all inclusive" (all costs including delivery to the agreed place of delivery, and will include all goods necessary for making the installation, supplies, and equipment for loading and unloading and placement at the place indicated by the Customer upon delivery) and include all additional costs, such as administrative costs, the costs of the required accessories, all duties payable, costs of customs clearance, packing costs, insurance and transport costs. Unless otherwise agreed in writing in advance all shipments will be made free of charge. No advance payment on consignment notes will be approved by the Customer.

3.2 The deliveries are accompanied by a consignment note stating the measurable quantity of the delivery, determined by unit in the special conditions of the Contract Agreement. This consignment note is countersigned by a representative of the Customer. Upon signing this note for receipt, the Customer declares merely that he accepts the date of delivery. The transfer of ownership takes place only at the time of the acceptance of the goods by the Customer as per clause 4.5 below. The Supplier thus expressly waives all clauses or conditions that may diverge or differ from or conflict with the Contract Agreement, or whatever the name is of his own clauses or conditions in this respect, except when the Customer has agreed in writing to same in advance.

## 4. TRANSPORT

4.1 Shipment and transport are for the account and at the risk of Supplier. He is responsible for all loss or damage that may occur before or during the transport. Should shipping costs be payable by the Customer this must be expressly stated in the order form and must in any case be confirmed in writing and in advance by the Customer.

4.2 All deliveries are made free of charge at the address of the Customer or at the place indicated by the Customer in the order form. The Supplier will assure itself that the carrier it instructs is capable of delivering the goods in a perfect condition and subject to the strictest compliance with the rules of hygiene, quality and safety and within the agreed time and date of delivery, as well in compliance with the applicable legislation governing the transport of the Goods. Loading is carried out by the carrier at the risk of the Supplier. The Supplier will ensure that the carrier complies with all applicable legislation governing the

transport of the Goods and customs formalities and holds the Customer free from all possible harmful consequences of any breaches of the same (fines, prosecutions, legal costs, etc.).

4.3 Packing and/or other goods susceptible to return to the Supplier shall be at the cost and the risk of the Supplier. Packing and/or other goods susceptible to return to the Supplier must be suitable for the carriage and must comply with the applicable legislation governing the transport of the Goods. The packing must be such that it protects the goods from every form of damage during carriage. When packing and/or other goods susceptible for return to the Supplier have a value these will be returned to the Supplier at the risk and expense of the Supplier insofar as this is provided for in the order form prior to delivery. The Customer shall never be held liable for damage to or the destruction of the packing. No count of the packing or other goods susceptible to return to the Supplier can be asserted in respect of the Customer if such has not been determined in the presence of both Customer and Supplier and not been confirmed in writing by the Customer.

4.4 In the event of delivery after the date fixed for delivery or the absence of the delivery or non-delivery for a period of 5 (five) days following the delivery date provided for by the Contract Agreement, administrative and logistic costs amounting to 12% (twelve percent) of the value of the ordered goods indicated in the order form will be automatically incurred by the Supplier regardless of the anticipated quantity and the overdue quantity delivered. Moreover the Customer reserves the right to demand the full reimbursement of the loss incurred. This clause is also applicable should the goods be refused and/or rejected for any of the reasons set out below.

4.5 The acceptance of the goods by the Customer entails the transfer of ownership. For this purpose, the reception note issued and signed by the Customer is the only document that will be taken into account. All merchandise will be refused unless accompanied by a delivery note in duplicate that mentions the order number. The merchandise must also be accompanied by every required document necessary for the legal declarations and transport documents. The receipt of the goods and signing of the receipt note serve only as delivery for accounting purposes and, where applicable, for weight. In no case does this receipt cover the quality of the product, its storage, or its patent and latent Defects (as defined in Clause 6.1). The Supplier is free to come and determine these on the spot at his own expense.

## 5. DELIVERED GOODS

5.1 Prior to accepting any Goods, such Goods must be inspected for approval by or on behalf of the Customer, in the Customer's sole discretion, within a period of 30 (thirty) days from delivery of the Goods. These inspection costs are included in aforementioned prices, unless expressly agreed otherwise in writing between the Supplier and the Customer. The relevant certificates must be supplied for each delivery. The Customer shall be entitled to reject all Goods which do not conform completely in every respect with the terms of the Contract Agreement and in particular Clause 5.1 and 5.5. If by the nature of the Goods, any Defects (as defined in Clause 6.1) therein or any failure thereof to conform as aforesaid does not or would not become apparent (despite the carrying out of any examination and/or such tests) until after use, the Customer may reject the same after a reasonable period of use. Any Goods rejected under this Clause must, at the Customer's request, be replaced or repaired (as the case may be), by the Supplier at the Supplier's expense; alternatively the Customer may elect (in the Customer's sole discretion) to cancel this order as provided for in Clause 12 in respect of the Goods in question and of the whole of the undelivered balance (if any) of the Goods and/or the remainder of the work (if any) covered by this order. All rejected Goods will be returned to the Supplier at the Supplier cost.

The supplied Goods must fully conform to the furnished specifications, the order, the Contract Agreemental documents, the applicable standards and other legally applicable provisions. All goods must be of sound materials, workmanship and (where the Supplier is responsible for this) design and shall be equal in all respects to relevant samples, or patterns provided by or accepted by the Customer. In all cases

and not just when required by law, written confirmation of compliance with the required health and safety instructions must always be enclosed with each delivery. The Supplier is liable in the event of non-compliance with these requirements, including when this is due to one of his appointees or suppliers/sellers. The Supplier remains fully liable for all latent Defects (as defined in Clause 6.1) or non-conformity of the Goods supplied. Deliveries that are not satisfactory will be refused and removed by the Supplier within 24 (twenty-four) hours and replaced by a compliant delivery.

5.3 The costs of any tests, counter tests, or the replacement of unsatisfactory Goods will be borne by the Supplier.

5.4. Goods delivered in excess are to be taken back by the Supplier subject to the same Contract Agreemental Conditions as the delivery. Deliveries are to be made solely during the working hours of the Customer.

5.5 The Customer's signature, given on any delivery note, or other documentation, presented for signature in connection with delivery of the goods, is evidence only of the number of packages received. In particular, it is not evidence that the correct quantity or number of goods has been delivered or that the Goods delivered are in good condition or of the correct quality.

## 6. CONFORMITY

6.1 The Supplier guarantees that the goods conform in all respects to the order with respect to quality (where applicable the approved sample), quantity, technical characteristics, requirements of the specifications, or the specifications applicable to the delivery. The Supplier guarantees that these are ready to use and free of all patent and latent Defects (as defined in this Clause 6.1). The Supplier declares that the goods conform to what is set out in the order form and the Contract Agreement, to the normal demands of use (capacity), reliability and service life (operation without malfunction), and to the legal standards and/or regulations in respect of quality, conformity, health and safety. The Supplier will ensure that in all respects the goods comply with all relevant requirements of any statute, statutory rule or order, or other instrument having the force of law, which may be in force when the goods are delivered (and/or the work performed) as the case may be. Every non-compliance with these details is referred to as a "Defect". Should the goods be affected by a Defect, the Customer has the right to seek within 2 (two) months of the discovery of the Defect the replacement of same by other goods of the same sort and of the same type or to seek the reimbursement of a part of the price proportional to the shortcoming caused by the Defect. In all such cases the Customer has moreover the right to compensation for the damage caused by the Defect. Prior to accepting any Goods, the Customer has the right (at its sole discretion) to inspect and test the Goods during a period of 30 (thirty) days from the date of delivery of the Goods (or in case of Latent Defect, 30 days from use of the Goods) to the Customer. In the event of non-acceptance, the Customer has the right to seek the replacement of the unaccepted goods by revoking a similar item of goods or order form. In all these cases the Customer has the right, without any formal notification being necessary, to compensation for any loss and/or damage caused by the Defect to the Customer and/or the Customer's client. Every shortcoming, non-compliance, unsuitability, or damage, etc. indicated either on the receipt note, or submitted in writing by fax, or by electronic means within the delays indicated above and not disputed by the Supplier within three days, will be automatically and lawfully deducted from the amount of the invoice.

6.2 The Customer (including representatives of the principal and/or co-Contract Agreementor of the Customer) may at all times cause a delivery that does not conform to its requirements to be stopped and/or restarted. It may also reject all Goods that are not of the required quality or refuse same without the Supplier being able to refuse to perform these instructions or invoke an excuse to delay.

## 7. TIMES

7.1 The Supplier is required strictly to comply with the delivery times, which are binding on him. The Supplier agrees to deliver the ordered quantities and to comply with the delivery dates, lead times, and procedures agreed at the time of the order. In the event that one or more of these conditions is not complied with by the Supplier, the Customer reserves the right to cancel the order either wholly or in part or to return the goods at the expense and risk of the Supplier, or to refuse either all or part of the delivery, without the Supplier having any right to compensation or any service in return. The costs of returning the goods and taking them back are for the account of the Supplier.

7.2 The Supplier is held to be in default:

when the deliveries are not completely and correctly made within the Contract Agreementually agreed delivery time or on the various dates agreed for the part deliveries;

regardless of the time, when the deliveries fail to advance sufficiently for them to be fully completed on the agreed dates;

in the event of non-delivery as determined by the Customer;

in the event of the failure to comply with the delivery time; or

in the event of a non-compliant delivery as determined in these Conditions.

7.3. When the Supplier is in default the Customer reserves the right:

- either as of the moment of the notification of the default, to cause the purchase agreement to be performed either wholly or in part by a third party for the account and at the risk of the Supplier;

-or to regard the Contract Agreement as being cancelled by automatic action of law to the detriment of Supplier.

7.4. The Supplier is moreover required to hold the Customer free from and indemnify the Customer against all claims by the Customer's principal and/or by third parties by reason of overdue deliveries, non-compliant deliveries or in general deliveries that do not conform to these Conditions.

## 8. ACCEPTANCE

It is specifically stated that deliveries will never be tacitly accepted.

The signing of a delivery note or any other similar document in no way implies the acceptance by the Customer of any Defect. Goods that are marked as being defective and/or not conforming to the order in accordance with these Conditions will be refused regardless of whose signature appears on the note of receipt.

Neither taking possession of the deliveries, nor them being put into use, nor the absence of any complaint raised by the Customer during any given period of time, nor the payment in full of the deliveries may be invoked as actions from which tacit acceptance may be deduced. The failure or delay by the Customer at any time or times to require performance of any provision hereof shall in no manner affect that right of the Customer at a later time to enforce the same provision. No waiver or delay in demand for performance or compensation by the Customer of the breach of any term, covenant, representation or warranty contained in the Contract Agreement in any one or more instances shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation or warranty contained in the Contract Agreement.

## 9. PAYMENTS

9.1 All invoices of the Supplier shall be paid 90 (ninety) days following the end of the month in which a correct invoice is received, following delivery of the Goods to the Customer, by credit transfer to the Supplier's bank account. All original transport documents, the delivery note and all documents related to the transport and delivery of the Goods to the Customer shall be enclosed with the invoice, unless the Customer expressly agrees in writing that any of these documents are not required.

9.2 Every invoice must be sent to the Customer by post and must mention the date and the reference number of the relevant order form. Goods that are the subject of separate order forms must be individually invoiced. In the event that one of the foregoing requirements is absent or should the invoice be the subject of an error, it will be returned by the Customer to the Supplier for correction. Payment will be made 90 (ninety) days after the end of the month in which the correct invoice is received, as described above.

## 10. LIABILITY AND INDEMNIFICATION

10.1 The Supplier holds the Customer free from all claims by reason of damage or harm caused to the Customer and/or to third parties by reason of the performance of the deliveries.

10.2 No goods covered by orders shall be manufactured, sold or disposed of by the Supplier in violation of any right whatsoever of third parties, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or of any charge, mortgage or lien.

10.3 The Supplier shall indemnify the Customer against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which the Customer may incur either at common law or by statute in respect of personal injury to or death of any person or in respect of any loss or destruction of or damage to property (other than, in each case, as a result of any default or neglect of ourselves or of any person for whom we are responsible) which shall have occurred in connection with any work or any Goods executed or delivered by the Supplier against this order or shall be alleged to be attributable to some Defect in the goods.

10.4 Should the Supplier use any personnel to execute work on the Customer's premises they shall be required to abide by the safety rules and other relevant regulations laid down by the Customer from time to time. This order is given on condition that (without prejudice to clause 10.3 above) the Supplier will indemnify the Customer against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which the Customer may incur either at common law or by statute (other than as a result of any default or neglect of the Customer or of any person for whom the Customer is responsible) in respect of personal injury to, or the death of, any such employees, agents, subContract Agreementors or other representative while on the Customer's premises whether or not such persons are (at the time when such personal injury or deaths are caused) acting in the course of their employment.

## 11. SUBCONTRACT AGREEMENTING AND ASSIGNMENT OF THE CONTRACT AGREEMENT

The Supplier shall not assign, transfer, charge, sub-Contract Agreement or deal in any other manner with all or any of its rights or obligations under the Contract Agreement without the prior written consent of the Customer, in its absolute discretion.

## 12. TERMINATION OF THE CONTRACT AGREEMENT

12.1 Without prejudice to any other rights or remedies that the Customer may have, the Customer may terminate the Contract Agreement immediately on giving written notice to the Supplier if:

(a) the Supplier commits a material breach of any of the terms of the Contract Agreement and, if such a breach is remediable, fails to remedy that breach within 7 (seven) days of the Supplier being notified in writing of the breach; or

(b) the Supplier breaches any of the terms of the Contract Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract Agreement; or

(c) the Supplier becomes unable to pay its debts as they fall due or has no reasonable prospect of being able to pay its debts, or it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors or a resolution is passed for or, following an application to court, an order is made for the winding up of the Supplier or a receiver is appointed over the assets of the Supplier.

12.2 If any goods are not supplied in accordance with, or the Supplier fails to comply with, any terms of the Contract Agreement, the Customer shall be entitled (without prejudice to any other right or remedy it may have) to exercise any one or more of the following rights or remedies:

- (a) to rescind the Contract Agreement;
- (b) to refuse to accept the provision of any further goods by the Supplier and to require the immediate repayment by the Supplier of all sums previously paid by the Customer to the Supplier under the Contract Agreement;
- (c) to require the Supplier, without any expense or fees to the Customer, to carry out such additional services as is necessary to correct the Supplier's failure; and
- (d) in any case, to claim such damages as it may have sustained in connection with the Supplier's breach (or breaches) of the Contract Agreement not otherwise covered by the provisions of this Article 12.2.

### 13. SEVERANCE

If any provision of the Contract Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract Agreement, and the validity and enforceability of the other provisions of the Contract Agreement shall not be affected.

### 14. NOTICES

14.1 All Notices shall be in writing and shall also be provided to the Customer as an electronic scan.

14.2 Notices shall be effective:

- (i) If delivered by hand, at the time of delivery;
- (ii) If sent by fax, at the time of receipt of the fax;
- (iii) If sent by registered mail, postage prepaid, ten (10) days after the date of mailing of the registered letter.

### 15. JURISDICTION – APPLICABLE LAW

Parties shall endeavour to resolve any dispute arising from or in connection with the Contract Agreement or the breach, termination or validity thereof, firstly by amicable negotiation.

All disputes arising from or in connection with the Contract Agreement that remains unresolved 30 (thirty) days after either party has given written notice of the existence of such dispute shall be finally settled by the appropriate courts of law in Oman. The Contract Agreement will be governed by the Laws of the Sultanate of Oman.