

SCHEDULE 1

TERMS AND CONDITIONS

1. **"Purchase Order"** means this purchase order comprising of the Schedule of Details, the terms and conditions in this Schedule 1, and all other schedules attached hereto, including any annexures. Any conflict or ambiguity within this Purchase Order shall be resolved using the following order of priority: (i) Schedule 1, (ii) the Schedule of Details, and (iii) any other schedules.
2. **"We", "Us" or "Our"** refers to the Purchaser. **"You" or "Your"** refers to the Supplier. The Purchaser and Supplier shall each be a **"Party"** and together the **"Parties"**. **"Intellectual Property Rights"** means includes all current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, commercial descriptions, trade names, know how, confidential information, moral rights, patents, inventions and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation in 1967. **"Purchaser Background IP"** means Intellectual Property Rights owned by or licensed to Us (including know-how and technical information) which exists prior to the date of this Purchase Order but does not include Supplier Background IP or Project IP. **"Supplier Background IP"** means Intellectual Property Rights owned by or licensed to You (including know how and technical information) which exists prior to the date of this Purchase Order, but does not include Purchaser Background IP or Project IP. **"Project IP"** means Intellectual Property Rights discovered or coming into existence as a result of, for the purposes of or in connection with the performance of the Services in accordance with this Purchase Order but does not include Supplier Background IP or Purchaser Background IP. Words importing the singular only also includes the plural and vice versa.
3. **"Goods"** refers to the goods, equipment and/or materials required by Us and to be supplied by You pursuant to this Purchase Order as set out in the Schedule of Details.
4. **"Services"** means the works and/or services to be performed by You as set out in the Schedule of Details, including all labour, plant and materials required to carry out the specified works and/or services, and any report, document or other deliverables to be supplied and/or completed as part of, or as a result of, such services (**"Deliverable(s)"**). **"Condition"** means any disclaimer, term or condition contained in a Deliverable.
5. You must supply and deliver the Goods and/or Services for the Fee stated and by the date or within the time period stated in the Schedule of Details. If We vary the time for delivery and/or completion, this will not be the basis for a claim by You for any increase in the Fee. However, You shall be entitled to an extension of time if any act or omission by Us causes delivery or completion to be delayed.
6. The Goods and/or Services must, (and You shall hereby warrant and undertake that they shall), (i) be supplied and delivered in accordance with the requirements of this Purchase Order; (ii) be appropriately packaged and protected for transit and delivery having respect to the type and nature of such Goods, and (iii) be fit for their intended purpose.
7. Where requested by Us, You shall confirm to Us in writing prior to dispatch of the Goods (i) an itemized packing list, (ii) the weight and volume of each expected delivery, and (iii) any other information reasonably requested by Us.
8. You shall provide the Services and otherwise perform your obligations hereunder in a professional and workmanlike manner and with all reasonable skill, care and diligence applicable to the professional standards for such Services.
9. The reimbursement of any reasonable expenses and third party costs in connection with the provision of the Goods and/or Services shall be subject to Our prior written approval before such expenses or costs are incurred, and documentary evidence in support thereof shall be submitted to Us for approval prior to reimbursement.
10. You warrant that You have obtained all necessary licenses and consents relating to the provision of the Deliverables and/or Goods and/or Services and will engage at Your own risk, cost and expense, the amount of resources as may be necessary to ensure compliance with this Purchase Order. You undertake to ensure that the Services and/or Deliverables and/or Goods comply with all applicable laws, rules, regulations and codes of practice relating to the provision of the Services. During the Warranty Period (as set out in the Schedule of Details), You shall, at no cost to Us, remedy all defects and/or deficiencies in the Services and/or Goods and/or Deliverables, as notified by Us to You, within a reasonable time as determined by Us.
11. The Goods/Deliverables must be accompanied by a delivery note listing the Goods/Deliverables in sufficient detail to enable Us to check them at the time of delivery. No responsibility will be accepted by Us for any Goods/Deliverables unless delivery notes have been signed by Us. Even though We may sign for the Goods/Deliverables this does not necessarily mean that We have accepted the quality or quantity of the Goods/Deliverables.
12. You must deliver the Goods/Deliverables to the address set out in the Schedule of Details, or as otherwise notified to You by Us in writing, and until We sign for the Goods/Deliverables, all risks including loss and damage and any obligation to insure are Yours. You must provide Us with satisfactory evidence that the Goods/Deliverables are insured in accordance with the requirements of clause 13.
13. At Your own cost and expense, You shall take out and maintain the insurance policies set out in Schedule 2 in accordance with the requirements therein, or as otherwise notified in writing by Us to You, with reputable insurers reasonably acceptable to Us. You must notify Us immediately of any cancellation of a relevant insurance policy and of any change to a policy which affects Our interests. At Our request, You must promptly produce evidence acceptable to Us that You are maintaining the insurances required by this clause 13.
14. You and Your employees and/or subcontractors (as applicable) shall comply with all security requirements of Our premises and/or facility and/or as otherwise notified by Us to You. Any failure to comply with such security requirements that leads to delays or denial of access to Your employees and/or subcontractors completing Your obligations under this Purchase Order properly and on time shall be Your total responsibility.
15. Title in the Goods/Deliverables passes to Us upon the earlier of (i) delivery, and (ii) when We pay for the Goods and/or Services.
16. You warrant that prior to delivery, the Goods/Deliverables are Yours and are not mortgaged in any way and that You have not breached any Intellectual Property Rights in regard to the Goods/Deliverables.
17. We can come at any reasonable time to Your premises to inspect and test the Goods/Deliverables. If the Goods are

not in accordance with the requirements of this Purchase Order then We can reject them, not accept delivery and not pay for them until You satisfy Us that the Goods/Deliverables do comply with the requirements of this Purchase Order.

18. If We identify any defects or deficiencies in the Goods/Deliverables within ninety (90) days of delivery, then You must promptly replace the deficient Goods/Deliverables or, at Our absolute discretion, rectify the deficiency.
 19. You must not assign any of Your rights under this Purchase Order or subcontract the supply of the Goods and/or Services or any part of the Goods and/or Services without Our prior written approval. We have the right to assign or novate any or all of Our rights and obligations under this Purchase Order. You acknowledge and agree to do everything necessary or requested by Us to enable Us to assign or novate any or all of Our rights and obligations under this Purchase Order as aforesaid.
 20. In the event that part or all of the supply of the Goods and/or Services is subcontracted in accordance with clause 19, You shall remain fully responsible to Us in respect of the supply of the Goods and/or Services by such subcontractor.
 21. It is your responsibility to check with Us for variations to this Purchase Order before any manufacturing process commences.
 22. We can vary this Purchase Order by giving notice to You at any time but accept that this may change the cost and timing of delivery of the Goods and/or Services. You must inform Us in writing of any impact on the Fee and time for delivery, and any such cost and time adjustment shall be subject to Our written consent and approval. Any variations We make will be subject to the same terms and conditions as this Purchase Order, unless We notify You otherwise.
 23. Subject to clause 24, should any taxes be levied on You, in respect of, or in relation to, the supply of the Goods and/or Services, these shall be to Your account. You shall be responsible for payment of those taxes and shall immediately provide Us with documentary evidence of payment if payment is made by You on Our behalf.
 24. Unless stated otherwise in the Schedule of Details, the Fee is exclusive of, and does not include allowance for value added tax ("VAT"). We shall, subject always to clause 39, in addition to paying any amounts due to You under this Purchase Order, pay the amount of VAT properly chargeable pursuant to applicable law.
 25. The Parties agree that they will co-operate and do all things reasonably necessary to assist one another to comply with their obligations in respect of the administration, reporting and remittance of any VAT, including providing, upon request, any invoice, statement receipt or other accounting document or record to substantiate the amount of VAT paid (or received) under or in accordance with this Purchase Order. Payment of VAT by Us shall be subject to Us first receiving (i) written confirmation that You are registered for VAT, and (ii) a valid VAT invoice, both as prescribed by the applicable laws.
 26. If an adjustment of VAT is required as a result of an adjustment event that relates to the supply of the Goods and/or Services, You shall issue a credit or debit note (as applicable) within thirty (30) days after the date of the adjustment event.
 27. You acknowledge and agrees that if a law requires Us to deduct an amount in respect of withholding tax from a payment under this Purchase Order, such that You would not actually receive on the due date the full amount provided for under this Purchase Order then on the due date:
 - a) We shall deduct the amount for the withholding tax;
 - b) We shall pay an amount equal to the amount
- deducted to the relevant Authority in accordance with applicable law and give the original receipt to You; and
- c) We shall pay You an amount equal to the difference between the payment and the amount deducted.
28. If We ask You, You must provide Us with samples of the Goods/Deliverables for approval. The Goods/Deliverables finally delivered must be the same as any sample We have approved. Any approval by Us does not affect Your obligation to ensure the Goods/Deliverables comply with the requirements of this Purchase Order. If We ask and You have agreed, or it is required pursuant to the Schedule of Details, to ensure Our stock of Goods are always available and in stock, then You shall arrange the sourcing and transportation schedule so as to keep Us in continuous and sufficient supply of the quantities of Goods as required and shall prevent the unavailability of any Goods requested by Us. If We so request, You shall provide Us with a forecast of such Goods to be supplied in such detail as We may request from time to time.
 29. You must comply with:
 - a) all applicable occupational health, safety and environmental laws, guidelines and codes of practice; and
 - b) all occupational health, safety and environmental guidelines, rules and procedures provided to You by Us.
 30. You must at all times take all reasonable precautions to prevent injury (including illness) to any person or damage to any property. You are liable for and must indemnify Us from and against any action, claim, proceeding, demand, cost, expense, loss, liability, damage, charges and/or expenses (including, without limitation, consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) which We or any third party may suffer or incur which arises from or is in connection with i) any injury or death to persons or damage to property arising out of or in connection with the supply or delivery of the Goods and/or Services; (ii) any breach of any warranty, representation or obligation in or arising out of this Purchase Order; and (iii) any claim that the Goods/Deliverables infringe the Intellectual Property Rights of a third party.
 31. We reserve the right to levy liquidated damages at the rate set out in the Schedule of Details per day or part thereof for non-delivery of the Goods or non-supply of the Services (both to Our sole satisfaction) within the stipulated period. We may set off liquidated damages due to Us against any amounts due to You.
 32. We shall be entitled to terminate this Purchase Order by written notice to You if You (i) breach this Purchase Order, or (ii) give or offer (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward in relation to this Purchase Order, or (iii) become bankrupt or insolvent or if You have an administrator or other controller appointed. If We terminate this Purchase Order pursuant to this clause 32, We do not have to pay You for the Goods and/or Services until We have set off any additional costs We incur as a result of Your breach, bankruptcy or insolvency.
 33. We shall be entitled to terminate this Purchase Order for any reason at any time. If We terminate this Purchase Order pursuant to this clause 33, We will pay You the reasonable cost of the Goods You have supplied to Us or made or partly made for Us at the date We terminate; and/or will reasonably compensate You for Services provided up until the date of termination (in an amount to be determined at Our discretion acting in good faith). The Parties acknowledge and agree that

they consent to either Party's entitlement to terminate this Purchase Order under clause 32 and this clause 33 in accordance with the meaning of consent as stated under Article 892 of the United Arab Emirates Civil Code ("Code") and in accordance with the meaning of mutual consent as stated under Article 218 of the Code. The Parties further acknowledge and agree that the Purchaser shall be entitled to exercise all of its rights without the need to obtain a court order in accordance with Article 267 or 271 of the Code.

34. In the event We have made any advance payment for Goods or Services not performed or expenses not incurred by You at the date of termination, then You shall provide a pro rata refund to Us within fifteen (15) days of the date of termination (in an amount to be determined by Us acting in good faith).
35. Unless We agree otherwise in writing, the Fee payable for the Goods and/or Services stated in this Purchase Order is fixed, and is deemed to be inclusive of all charges, costs and expenses in relation to the delivery and supply of the Goods and/or Services. Subject to clause 24, the Fee shall not be adjusted to take account of any increase or decrease in costs resulting from changes in laws (including the introduction of new laws and the repeal or modification of existing laws) or in the judicial or official governmental interpretation of such laws made after the date of this Purchase Order, which affect You in the performance of Your obligations under this Purchase Order.
36. You shall not disclose any confidential information received from Us in connection with this Purchase Order to any third party and You shall not use Our confidential information for any purpose other than to perform Your obligations under this Purchase Order. No public relations announcement, statement and/or press release shall be issued without Our prior written consent. Requests for any consents pertaining to this clause 36, shall be addressed and sent via email to the email address stated in the Schedule of Details. For the avoidance of doubt, the submission of a request does not constitute Our approval of that request and any approval is at Our absolute discretion.
37. This Purchase Order constitutes the entire agreement between the Parties and sets out a full statement of the contractual rights and liabilities of the Parties in relation to the Goods/Services being supplied pursuant to this Purchase Order, and it cannot be amended unless We agree in writing. The terms and conditions of this Purchase Order override any terms and conditions You may try to impose on Us. In the event of any discrepancy between this Purchase Order and any other document, terms and conditions and/or particulars, the provisions of this Purchase Order shall prevail.
38. This Purchase Order must be signed by Us to be enforceable.
39. You shall invoice Us for the Goods and/or Services in accordance with the Payment Terms set out in the Schedule of Details. An application for Services done will be agreed on site with Us for Services only. Payment will be made in accordance with the Schedule of Details and within the period(s) set out in the Schedule of Details, subject to the terms of this Purchase Order. You shall be responsible for and shall pay any bank transfer fees arising out of or in connection with payments made by Us to You pursuant to this Purchase Order.
40. All invoices along with a copy of the signed delivery note, original warranty certificate (if applicable) and an application for Services done (if applicable) shall be submitted to Us in accordance with the Schedule of Details, any invoices which do not have a copy of this Purchase Order attached will be returned to You and shall be resubmitted in accordance with

this Purchase Order.

41. If the Schedule of Details specifies that an advance payment guarantee is payable, You must, as a condition precedent to the advance payment being paid by Us to You, and prior to delivery of the Goods or commencement of the Services, provide an advance payment guarantee which is:
 - a) from a financial institution that is registered in Dubai and that is acceptable to Us;
 - b) an irrevocable, unconditional and enforceable undertaking that is payable on demand;
 - c) for the amount of the advance payment as set out in the Schedule of Details; and
 - d) in the form set out in Schedule 3.
42. Should any advance payment guarantee which you provide have an expiry date, then You undertake and guarantee to Us that if the advance payment has not been fully repaid by You through the provision of Goods or Services on the date one (1) month prior to the expiry date, that You shall provide Us with another advance payment guarantee with an extended expiry date on the same terms and conditions.
43. All your electromechanical equipment or installations (as applicable) shall be in proper working condition throughout the term of this Purchase Order. You will be responsible for the safety of all Your labour, equipment, quality, spares, parts and consumable materials. In accepting this Purchase Order (in writing, verbally or by supplying the Goods and/or Services) You agree to be bound by these terms and conditions.
44. We retain the Intellectual Property Rights in the Purchaser Background IP. We give You a licence to reproduce and use the Purchaser Background IP as necessary for the sole purpose of You complying with your obligations under this Purchase Order. You must not reproduce, use or otherwise deal with the Purchaser Background IP, or allow any other person to do the same, for any other purpose. We have the right to revoke this licence at any time by notice in writing to You. You retain the Intellectual Property Rights in the Supplier Background IP. You give us a licence to reproduce and use the Supplier Background IP to own, operate, repair and maintain the Services. You agree and acknowledge that all Project IP will be vested in and owned by Us. You warrant that performance of the Services in accordance with this Purchase Order will not infringe the Intellectual Property Rights of any third party. You agree to notify Us as soon as you become aware of any suspected, threatened or actual infringement of any Intellectual Property Rights in the: (a) Purchaser Background IP; (b) Supplier Background IP; or (c) Project IP. You agree to provide all reasonable assistance We may request to protect the Intellectual Property Rights in the: (a) Purchaser Background IP; and (b) Project IP.
45. This Purchase Order may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Purchase Order, but all the counterparts shall together constitute the same Purchase Order. Where this Purchase Order has been signed on Your behalf using electronic means, You warrant that it has been executed by an individual properly authorized to bind You to the terms of this Purchase Order and in accordance with applicable law.
46. A Notice under or in connection with this Purchase Order (a "Notice") shall be in writing; shall be in the English language; and shall be sent by courier or by fax to the Party due to receive the Notice to the address specified in this Purchase Order or to another address specified by that Party by written notice to the other Party. A Notice shall be deemed to have been received by the Party (i) if sent by courier, when the courier company confirms delivery thereof as supported by

written evidence; (ii) or if sent by fax, on the same day if successfully transmitted on a working day before 4pm local time and on the following working day if sent after 4 pm local time, and confirmed by a fax transmission report.

47. This Purchase Order is governed by the laws of the Emirate of Dubai and the federal laws of the United Arab Emirates as applicable to the Emirate of Dubai and the Parties hereby submit to the exclusive jurisdiction of the Dubai Courts.
48. We shall be entitled, and any of Our affiliates shall be entitled, to disclose any Deliverable to any third party in its absolute discretion, notwithstanding any Condition to the contrary contained in the Deliverable itself. We shall not be bound by any Condition contained within the Deliverable that affects in any way Our or Our affiliates' ability to freely disclose the Deliverable to a third party, whether or not the Deliverable has been accepted by Us. Any such Condition shall be considered null and void and the terms and conditions of this Purchase Order shall take precedence.
49. In the event that a purchase order is entered into between the Purchaser (or any of the Purchaser's affiliates) and the

Supplier subsequent to this Purchase Order, and that purchase order contains the same "Purchase Order Number" (pre hyphen) as is set out in this Purchase Order, the subsequent purchase order, together with its terms and conditions ("**New Purchase Order**"), shall supersede this Purchase Order and this Purchase Order shall automatically become null and void on the date the New Purchase Order is executed by both parties. Any monies paid to the Supplier under this Purchase Order shall form part of the payment under the New Purchase Order.

50. In the event that this Purchase Order contains the same Purchase Order Number (pre hyphen) as a previous purchase order between the Purchaser (or any of the Purchaser's affiliates) and the Supplier ("**Previous Purchase Order**"), each Previous Purchase Order shall be hereby automatically null and void on the date this Purchase Order is executed by the Parties and all monies paid to the Supplier under each Previous Purchase Order shall constitute payment under this Purchase Order.

SCHEDULE 2

TABLE OF INSURANCE REQUIREMENTS

The insurance policies set out in the below table shall be effected and maintained by the Supplier pursuant to and in accordance with clause 13 of this Purchase Order.

Insurance Policy	Applicable	Period of Insurance
Property All Risk	Yes	For duration of Purchase Order
Professional Indemnity	Yes	For duration of Purchase Order Plus 10 years extended reporting period
Third Party Public Liability	Yes	For duration of Purchase Order
Commercial General Liability	Yes	For duration of Purchase Order
Workmen's Compensation	Yes - As per UAE law	For duration of Purchase Order
Employer's Liability	Yes	For duration of Purchase Order
Motor Third Party Liability	No	For duration of Purchase Order
Contractor's All Risks including public liability (as above)	Yes	For duration of Purchase Order plus 12 Months extended maintenance period
Erection All Risk including public liability (as above)	No	For duration of Purchase Order plus 12 Months extended maintenance period
Contractors Plant & Equipment	No	For duration of Purchase Order
Marine Cargo	No	For duration of Purchase Order (as required)
Marine Hull	No	For duration of Purchase Order (as required)
Other	No	

SCHEDULE 3

FORM OF ADVANCE PAYMENT GUARANTEE

[On the letterhead of the Bank]

To: [insert]
P.O. Box [insert]
Dubai
United Arab Emirates

Date: [insert]

Dear Sirs

[insert Agreement title] **Agreement - Advance Payment Guarantee**

You entered into an Agreement dated [insert date] with [insert] (the "**Supplier**") titled [insert Agreement title] Agreement for the provision of [insert short description of goods/services] ("**Agreement**").

In consideration of your paying the sum of [insert amount] as an advance payment to the Supplier under the Agreement ("**Advance Payment**") we, [insert Bank], irrevocably and unconditionally undertake with you that whenever you give written notice to us stating that in your sole and absolute judgment the Supplier has failed to observe or perform any of the terms, conditions or provisions of the Agreement on its part to be observed or performed, we shall, notwithstanding any objection which may be made by the Supplier and without any right of set-off or counterclaim, immediately pay to you or as you may direct such an amount as you may in such notice require not exceeding [insert amount] ("**Guaranteed Sum**").

This Advance Payment Guarantee ("**Guarantee**") is valid and shall continue to be valid from the date of this letter for the Guaranteed Sum. This Guarantee shall automatically become null and void upon us receiving from you certification that the Guaranteed Sum has been fully repaid by the Supplier.

Any payment by us to you in accordance with this Guarantee shall be in immediately available and freely transferable UAE Dirhams free and clear of and without any deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, set off, counterclaims, deductions or withholdings of any nature whatsoever and by whomever imposed.

Our obligations under this Guarantee constitute direct primary, irrevocable and unconditional obligations. Additionally, our obligations do not require any previous notice to be given to the Supplier and do not require that any claim be made against the Supplier. Further, our obligations shall not be discharged and shall not be otherwise prejudiced or adversely affected by any:

- time, lenience or tolerance which you may grant to the Supplier;
- amendment, modification or extension which may be made to the Agreement or the services to be performed under the Agreement;
- intermediate payment or other fulfilment made by us;
- change in the constitution or organisation of the Supplier; or
- other matter or thing which in the absence of this provision would or might have that effect, except a discharge or amendment expressly made or agreed to by you in writing.

This Guarantee may not be assigned by you to any person, firm or company other than an affiliate, without our prior written consent, which must not be unreasonably withheld. We hereby give our consent to the assignment or charging of the benefit of this Guarantee in any circumstances to one of your affiliates. We may not assign or charge the benefit of this Guarantee without your written consent. You shall notify us of any assignment. We shall not contend

that any person to whom the benefit of this Guarantee is assigned may not recover any sum under this Guarantee because that person is an assignee and not a named party to this Guarantee, subject to compliance by you and any assignee with the terms of this Guarantee. The right to assign or charge this Guarantee shall inure to the benefit of and be exercisable by any assignee. We shall not contend that any assignment made of this Guarantee in accordance with its terms is not a valid assignment under UAE law.

Any notice required by this Guarantee is deemed to be given when delivered (in the case of personal delivery) or forty-eight hours after being despatched by prepaid registered post or recorded delivery (in the case of letter) or as otherwise advised by and between the parties.

We agree that part of the Agreement may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Supplier, and this security may be exchanged or surrendered without in any way impairing or affecting our abilities under this Guarantee without notice to us and without the necessity of any additional endorsement, consent or guarantee by us, provided, however, that the Guaranteed Sum does not increase.

No action, event or condition which by any applicable law may operate to free us from liability under this Guarantee shall have any effect. We waive any right we may have to apply such law so that in all respects our liability under this Guarantee shall be irrevocable and, except as stated in this Guarantee, unconditional in all respects.

This Guarantee is governed by and construed in accordance with the laws of the United Arab Emirates applicable to the Emirate of Dubai and we agree to submit to the exclusive jurisdiction of the courts of the United Arab Emirates.

IN WITNESS of which the [insert Bank] has duly executed this Guarantee on the date stated above.

SIGNED by [insert])
as attorney for [insert])
under power of attorney dated [insert])
in the presence of)
)
.....)
Signature of witness)
)
.....)
Name of witness (block letters))
)
.....)
Address of witness)
)
.....)
Occupation of witness)

By executing this Guarantee the attorney states that the attorney has received no notice of revocation of the power of attorney

Address for notices

[insert address]