



GENERAL TERMS & CONDITIONS FOR PURCHASE ORDER (PO)

1. DEFINITIONS & INTERPRETATION

- 1.1. "Best Industry Standards" mean standards of performance by participants in the Supplier's industry for equivalent or comparable goods or services.
- 1.2. "Business Day" means any day other than Friday and Saturday or days which are declared as holidays in UAE.
- 1.3. "Company" means Emirates Transport.
- 1.4. "Delivery Date" means the date mentioned in PO on which the goods or services shall be received by the Company at the agreed Delivery Point without delay.
- 1.5. "Delivery Point" means the place of delivery mentioned in the PO or as modified later by Company and communicated to the Supplier.
- 1.6. "Law(s)" includes any local, municipal, national or federal laws, legislation, statutes, regulations, guidelines, requirements, rules, treaties and orders of any authority which are applicable in the jurisdiction(s) where the Purchase is to be performed and/or used.
- 1.7. "Liability" and "Liabilities" means all liabilities, losses (including economic and consequential losses), damages, injuries, costs, expenses (including without limitation legal fees and expenses on a full indemnity basis), actions, claims, proceedings and demands whatsoever.
- 1.8. "PO" means a purchase order issued by the Company to Supplier and is governed by these General Terms & Conditions.
- 1.9. "Purchase(s)" may include products, goods, materials, equipment, and/or services as specified in a PO, which is ordered by Company from Supplier pursuant to PO.
- 1.10. "Supplier" means the legal entity or natural person to whom a PO is issued by Company.
- 1.11. "SCOC" means Emirates Transport's Suppliers Code of Conduct which Supplier acknowledges it has received from Company or is aware of the conditions of SCOC and the Supplier shall comply with and follow whilst conducting business with Company.
- 1.12. "Tax Invoice" and "Tax Credit Note" shall have the meaning given to them by the UAE Federal Tax Authority.

2. ENTIRE AGREEMENT

- 2.1. Unless rejected in writing to the Company within two (2) business days from the date of receipt of the PO, the PO shall be deemed to be accepted by the Supplier and all the General Terms and Conditions of the PO shall be enforceable and effective.
- 2.2. Unless specific terms and conditions are provided by the Company in the form of an Agreement with specific terms and conditions, all the General terms and conditions of PO shall be applicable once the PO is accepted or effective, unless written notification to the contrary is made by Supplier and received by Company., within two (2) Business Days of receipt of the PO.
- 2.3. Once the Supplier accepts PO, General Terms & Conditions and SCOC shall be deemed to be accepted by the Supplier. Any deviation from General Terms & Conditions and SCOC is expressly rejected



unless accepted in writing by a duly authorized signatory of the Company.

2.4. Where an agreement is signed between the Parties highlighting specific terms and conditions, or the PO refers to an existing contract or agreement signed between the parties, the terms and conditions of such contract or agreement shall prevail.

3. QUALITY

Purchases shall fully comply with the specifications (including but not limited to), descriptions, specifications, and samples mentioned under or referred to in PO. In the absence of specifications or samples, all Purchases shall be fit for purpose, be of merchantable quality, and comply with Best Industry Standards.

4. DELIVERY, INVOICING, AND PAYMENT

- 4.1. If Purchases are incorrectly delivered, the Supplier shall be responsible for any additional cost incurred to deliver Purchases to their correct Delivery Point.
- 4.2. If Supplier fails to deliver Purchases on Delivery Date at the Delivery Point, Company shall have the right, in its sole discretion, to cancel the related PO and may also apply liquidated damages of one percent (%1) of delayed PO's value per week (pro-rated on a daily basis for delays which relate to part of week) up to maximum of ten percent (%10) of total Price.
- 4.3. In case the PO is terminated due to any breach made by the Supplier, the Company may charge the additional cost incurred to procure the Purchases from any third Party and in addition %10 amount of the canceled PO as administrative fee against such Purchases.
- 4.4. Delivery notes shall be issued with every delivery and shall include PO number, quantity delivered.
- 4.5. The risk of all damage, loss and/or destruction in respect of Purchases shall remain with Supplier until the acceptance of Purchases in accordance with clause 6 herein.
- 4.6. Payment shall be made in accordance with the payment terms set forth in PO.
- 4.7. The supplier shall submit all related documents that are required for the shipping and clearance of Purchases. Any delay in submitting such documents will be the Supplier's responsibility, and any cost associated with such delay shall be borne by Supplier.
- 4.8. Unless otherwise specified, PO shall be inclusive of all tax, levy, duties, licenses, statutory fees, and other charges imposed with respect to Purchases, including Value Added Tax.

5. INTELLECTUAL PROPERTY

5.1. Supplier warrants that the use of Purchases by the Company will not infringe against any third party's intellectual property rights.

6. INDEMNITY & INSURANCE

- 6.1. Supplier shall indemnify Company, and keep Company indemnified, against all Liabilities arising directly or indirectly out of or in connection with, (i) any claim by a third party that Purchases infringe that party's intellectual property rights, (ii) any breach by Supplier of a PO including these General Terms & Conditions and any warranty herein, and (iii) any negligent, wrongful or fraudulent act or omission of Supplier, its employees, agents or contractors.
- 6.2. Supplier shall arrange for sufficient insurance coverage, to cover all risks associated with the execution of its obligations under these General Terms & Conditions and/or any related PO(s).



7. WARRANTY AND FITNESS FOR PURPOSE

7.1. Purchases shall be free and clear of all claims, liens and other encumbrances of any kind. Supplier agrees that all warranties set forth herein shall survive acceptance of Purchases in accordance with clause 6 herein and shall be in addition to any other express or implied warranties provided or deemed by Laws to be provided by Supplier.

7.2. Supplier shall promptly repair or replace, at Company's sole discretion, all Purchases found to be defective during the warranty period.

7.3. The warranty period shall be the longer of either, (i) the warranty period stipulated in PO confirmed by Supplier, or (ii) the express or implied warranty period applied by Supplier to Purchases.

7.4. Purchases replaced under warranty shall be subject to the same warranty period and warranty conditions as stated above starting from the date of their replacement at the Company's premises and acceptance by Company.

8. CONFIDENTIALITY

8.1. All specifications, data and/or information provided by Company to Supplier in connection with these General Terms & Conditions and/or any related PO(s) shall remain the property of Company and shall always be treated as strictly confidential. Supplier shall not, without obtaining the prior written consent of the Company, use any of such materials and shall not disclose or permit the disclosure thereof to any third party.

8.2. Supplier shall ensure that third parties who are necessarily given access to confidential information keep that information strictly confidential and be responsible for their failure to do so.

8.3. Supplier's obligations under this Clause (Confidentiality) shall survive completion or termination of related PO(s).

9. ASSIGNMENT, SUBCONTRACTING & SUBLETTING

9.1. Supplier shall not cede, assign, transfer or sub-contract PO or its rights or obligations hereunder whether in whole or part and whether voluntarily or by operation of Law, without the prior written consent of Company. The company may withhold consent as deemed fit in its absolute discretion.

9.2. In the event of Company consenting to Supplier ceding, assigning, transferring, or sub-contracting PO or any part thereof, Supplier shall unless otherwise advised by Company, continue to be responsible for the conduct and performance of any such assignee, transferee or sub-contractor.

10. FORCE MAJEURE

10.1. Neither party shall be liable for failure to perform its obligations under PO if such failure results from an event of force majeure, including any act of God, fire, storm, flood, earthquake, volcanic eruption, explosion, war, civil commotion, embargo, strike or other cause beyond the reasonable control of the affected party.

10.2. In case of force majeure affecting Supplier, the Supplier shall keep Company updated and shall use



its best efforts to continue to perform or resume performance of its obligations as soon as possible and to the maximum extent.

11. TERMINATION

11.1. Company shall have the right to cancel any PO with immediate effect and without the need for any judicial action, (i) at any time prior to Supplier's actual or deemed acknowledgement and acceptance of the relevant PO, or (ii) if Supplier is or was in substantial breach of its obligations under these General Terms & Conditions or the relevant PO, or (iii) if Supplier is in default of any obligation under these General Terms & Conditions or the relevant PO which is capable of remedy and Supplier fails to remedy the default within seven (7) Business Days of notification, or (iv) if Supplier is or becomes insolvent or bankrupt, goes into receivership or liquidation, enters into any compromise with Supplier's creditors or suffers any analogous event in any jurisdiction.

11.2. Company has right to suspend the PO or reduce or decrease the services or goods requested under a PO anytime without any liability till the goods or services are actually delivered and accepted by the Company.

12. COMPLIANCE WITH LAWS

12.1. Supplier represents and warrants that it will comply with all Laws pertaining to its performance of its obligations under these General Terms & Conditions and related PO(s). The Supplier also affirms to use only legitimate and ethical business practices and shall comply with all applicable Laws and Company policies relating to anti-corruption and/or prohibiting the payment of bribes, including SCOC.

12.2. Company may immediately suspend or terminate PO in whole or in part if it believes, on reasonable grounds, that Supplier has breached this clause.

13. GOVERNING LAW AND SETTLEMENT OF DISPUTES

13.1. In the event of any dispute, controversy or claim arising out of or relating to these General Terms & Conditions and/or any PO(s), the parties shall attempt to resolve the dispute amicably. If not resolved amicably within 15 days from the date of formal notification by any of the parties hereto, the dispute shall be finally settled through the exclusive jurisdiction of the Federal Court of Abu Dhabi.

13.2. These General Terms & Conditions and all PO(s) shall be governed by the applicable federal laws of the UAE.

14. GENERAL CONDITIONS

14.1. No delay or failure to act shall be considered a waiver. No waiver is effective unless it is in writing.

14.2. A waiver of a breach is not a waiver of any other breach Nothing in these terms evidence any employment relationship, partnership, joint venture or agency.