

PURCHASE/SERVICE ORDER –TERMS AND CONDITIONS FOR PROVISION OF GOODS AND/OR SERVICES

This Order is subject to the following Terms and Conditions ("these Terms and Conditions"):

Definitions

"**Client**" means the entity which issues the Order as shown on the face of the Order only and shall not be deemed to include any other section, department or entity of the Government of Dubai.

"**Client's Affiliates**" means each of the Client, the Government of Dubai, and entities in which the foregoing have an interest.

"**Contractor**" means the party to this Order which has undertaken the obligation to perform the Works which are covered by this Order.

"**Contractor's Affiliates**" means each of the parent, subsidiary or affiliate companies of Contractor, its and their shareholders and entities in which the foregoing have an interest.

"**Delivery Date**" means the date specified in the Order as the date for completion of the Services and/or delivery of the Works to Client.

"**Goods**" means the equipment, materials, supplies, spare parts and other property to be supplied under this Order, including the efforts involved in supplying same.

"**Parties**" means Contractor and Client together and "Party" means one of them.

"**Permanent Property**" means the property of Client which will incorporate the physical product of: (i) performance of the Services; and/or (ii) supply of the Goods; and all and any materials (including all and any materials supplied or free-issued to Contractor by Client or Client's other contractors) incorporated therein or attached thereto.

"**Order**" means this document and these Terms and Conditions and any documentation made part hereof by written agreement of Client and Contractor.

"**Services**" means assistance, advice or other work to be provided by Contractor under this Order and agreed by the Parties to be other than incidental to the delivery of the Goods.

"**Works**" means the Goods and/or product of the Services and the provision of everything whether of a temporary or permanent nature required in or for such Goods and/or Services in so far as the necessity for providing the same is specified in or may be reasonably inferred from the Order.

Acceptance: This Order shall be deemed to be accepted by and shall be binding on Contractor upon signature hereof by Contractor or commencement of performance hereunder, provided this Order has not previously been cancelled by Client.

Assignments: Contractor may not assign, mortgage, charge or otherwise dispose of any contractual or any other rights or obligations in connection with this Order in whole or in part. Any attempt by Contractor to do so will be void. Client shall have the right to transfer or assign its rights and/or obligations in connection with this Order (or any part thereof) without the further consent of the Contractor, but Client shall notify Contractor of the transfer or assignment concerned.

Quality and Specifications: All Works (unless otherwise agreed in writing) shall:

- conform strictly as to quantity, quality and description with the particulars stated in the Order and with all laws applicable to such Works;
- be of sound materials and workmanship;
- be in strict compliance with samples, patents, drawings or specifications, if any, referred to in the Order;
- be capable of the standard of performance specified in the Order;
- be fit for the purpose for which it is supplied under the Order (including compatibility and conformity with the Permanent Property); and

All Services shall be performed by suitably qualified and competent personnel in accordance with first class international standards and all equipment and tools provided shall at all times be maintained in first class operating condition by Contractor. Client reserves the right to require (at Contractor's cost) the replacement of any personnel, equipment or tools provided by Contractor which in Client's opinion do not comply with the foregoing provisions.

Inspection: All Works and Services are subject to inspection by Client at any time prior to or within a reasonable time after actual delivery or completion. Client may, at its option, reject and/or return to Contractor at Contractor's expense any Works that fail to meet specifications or quality standards; or Client may perform or procure the performance of such remedial work as it deems necessary to render the Works acceptable, and Contractor shall reimburse Client for such remediation costs on demand. Inspection, testing or acceptance of any Works or any waiver of any right in respect thereof shall not relieve Contractor from any of its obligations under the Order or otherwise (including with respect to any subsequently discovered defects in design, materials, or workmanship).

No Substitutions: No substitution of Works shall be made without Client's prior written consent.

Change Notice: No changes in quality, quantity or nature of Works, Delivery Date, delivery point or shipping instructions shall be made except by a change notice in writing and signed by an authorized Client representative.

Delivery: Delivery shall be made at the place specified in the Order on or prior to the Delivery Date. If no Delivery Date is specified then delivery shall be effected as soon as possible after acceptance of the Order.

Price, Invoices and Payment: Unless expressly stated otherwise, the currency for any payments under the Order shall be UAE Dirhams. Unless expressly stated otherwise, and subject to any early payment or volume discounts or other benefits to which Client may be entitled, the price agreed by the Contractor is a fixed price for satisfactory performance of the Services and delivery of Goods, in each case in accordance with the Order, and includes any packaging, labeling, carriage, insurance, delivery, royalties, licence fees, interest, finance costs and charges, and all other charges, taxes, duties and impositions and is not subject to increase for any reason whatsoever. The Contractor and/or Contractor's Affiliates shall not be entitled to recover any interest or finance costs or charges howsoever relating to this Order or any claim preparation costs relating to any dispute or difference arising out of or in connection with this Order. Subject to Contractor's compliance with the terms of this Order Client shall pay Contractor's invoice within forty five (45) days after receipt by Client of the invoice and any supporting documentation required by Client provided that the Contractor shall not present an invoice and the Contractor shall not be paid prior to completion, receipt and acceptance of the Works and Services by Client in good order.

Set-Off: Any indebtedness of Contractor or Contractor's Affiliates to Client or any of Client's Affiliates may at Client's option be set-off and deducted from amounts owing by Client to Contractor under this Order.

Packing and Transportation Fees: No packaging, boxing, trucking or freight charges shall be payable by Client without its prior written consent.

Works Delivered in Error: Works delivered in error or in excess quantity may, at Client's option, be returned to Contractor at Contractor's expense.

Title and Risk of Loss: The property in the Works (including all and any intellectual or proprietary rights relating thereto) shall pass to Client when the same or part thereof are first identifiable as being appropriated to the Order, or on payment of the price for the Works by Client, or on their acceptance by Client, whichever first occurs. Any Permanent Property in the care, custody or control of Contractor and the Works shall remain at the Contractor's sole risk (including without limitation the risk of deterioration in transit) until they have been safely off-loaded and accepted by Client within Client's premises or at the place instructed by Client. If Client rejects any Works, the property and risk therein shall remain with, or thereupon revert to, the Contractor. Title and risk in rental or hire equipment shall remain with Contractor at all times.

Warranty: Contractor warrants that it has good and complete and unencumbered title to the Works delivered hereunder. Contractor also guarantees the merchantability, fitness, design, workmanship and the freedom from defects of the Works and/or Services for a period (unless the Contractor and Client agree a longer period) of one (1) Gregorian year from the installation or use of the Works and/or Services by Client or eighteen (18) Gregorian months from the date of receipt of the Works and/or Services by Client, whichever occurs first. If any defects in the Works and/or Services and/or Permanent Property which Contractor is obliged to remedy under this Order or at law are not satisfactorily remedied or re-performed by Contractor within a reasonable time, or circumstances render it impracticable or Client considers (in its sole discretion) it prejudicial to Client's interests for Contractor to do the same, Client may do so itself or authorise others to do the same. Reasonable costs incurred by Client to repair or remedy any defect(s) in the Works and/or Services and/or any damage to the Permanent Property as well as shipping and handling charges for replacement and/or return of defective Works or damaged Permanent Property shall be reimbursed by Contractor upon demand.

In respect of Works and/or Services repaired, remedied or replaced pursuant to these warranty provisions the Contractor warrants in the same terms as set out above in respect of such Works and/or Services, with warranty periods calculated from the date of repair, remedy or replacement concerned.

Whilst claims under the above warranties must be notified to Contractor by Client before the end of the warranty period concerned, the above warranties and remedies are in addition to Client's other rights or remedies under the Order or at law. Client may pursue a claim against the Contractor under this Order at any time up to six (6)

Gregorian years from the completion of the Services and/or delivery of the Works concerned (or any longer period allowed by applicable laws).

Conflicts of Interest: Contractor shall not pay or give any fee, commission, rebate or anything of value to or for the benefit of any staff of Client, nor will Contractor do business with any company knowing the results might directly benefit any staff of Client or any of Client's Affiliates. Contractor shall use its best efforts not to permit any of its staff to engage in any activities contrary or detrimental to the best interests of Client.

Patent and Intellectual Property Rights: Contractor shall protect, defend, indemnify and save Client and Client's Affiliates harmless from all claims, liabilities, causes of action, judgments, loss and damage based upon, arising out of or incidental to the manufacture, sale or use of the Works or the performance of the Services hereunder or any alleged or actual infringement of any patent, copyright or other intellectual property right concerning the Works and/or Services performed hereunder. Contractor agrees to keep confidential any business or technical information that Client may disclose to Contractor in connection with this Order or which Contractor may be exposed to as a result of supplying Works and performing Services hereunder. Notwithstanding restrictive labels to the contrary, no confidentiality obligation will be imposed on Client by acceptance of Works supplied or Services performed by Contractor and Client shall have the right to modify, use, copy, distribute and disclose information concerning the Works and Services as Client sees fit without payment to or the consent of Contractor or any third party.

Publicity: Contractor shall not use Client's name in any promotional materials or make any press releases in connection with this Order and/or the Works or Services without Client's prior written approval.

Cancellation and Suspension: Client reserves the right to cancel or suspend all or any part of this Order by giving written notice to Contractor. Contractor shall immediately discontinue all efforts related to this Order upon receipt of a cancellation or suspension notice and shall take all steps required to safeguard the Works during any suspension upon receipt of a suspension notice. Termination or suspension payment, if any, shall be mutually agreed by Client and Contractor based on the actions satisfactorily undertaken pursuant to this Order prior to cancellation or as a result of any suspension, provided that Contractor shall not be entitled to any prospective or actual loss of profit, interest payment, reimbursement for overhead costs, finance charges or damages (actual or consequential) on account of cancellation and/or suspension.

Default: Time is of the essence with respect to the Delivery Date and in the performance of this Order. If in Client's opinion the timely performance by Contractor under this Order is in doubt due to Contractor's actions or failure to act, Client, in addition to the other rights it has under this Order or by law, may cancel this Order for default and obtain the Works and/or Services from another source. In the event of cancellation for default, Contractor shall not be entitled to any further payments under this Order and shall be liable to Client for any cost, loss or damage sustained as a result of the cancellation and alternate source of the Works and/or Services.

Tax Liability: Contractor shall be responsible for, and shall hold Client and Client's Affiliates harmless from the reporting, filing and payment of any taxes (and any related fines, penalties or interest) imposed directly or indirectly on Contractor or Contractor's Affiliates or its and their subcontractors, staff, agents or servants as a result of Contractor's performance of this Order. Such taxes include, but are not limited to, the payment of all contributions or taxes for unemployment insurance, old age retirement, other benefits, pensions or annuities and wage and income taxes with respect to persons directly or indirectly performing services under this Order.

Laws and Dispute Resolution: Contractor shall comply with all applicable laws and regulations of any government or regulatory agency having jurisdiction over the Works and Services performed under this Order. This Order shall be governed by and construed in accordance with the laws and regulations of and applicable in the Emirate of Dubai. The Parties agree, acknowledge, and submit to the Courts of Dubai having exclusive jurisdiction over all and any dispute or difference between the Parties arising out of or in connection with this Order.

Waiver: No failure(s) on the part of Client to enforce, from time to time, all or any portion of these Terms and Conditions shall be interpreted as a waiver of any such Term or Condition. None of these Terms and Conditions shall be considered waived by Client unless such waiver is given by Client in writing.

Entire Agreement: This Order represents the entire agreement between Client and Contractor concerning the Works and Services, and supersedes all prior written or oral agreements concerning the Works and Services. In the event that Contractor has added any additional terms or conditions to this Order or Contractor has supplied its own order form or delivery documentation or invoice with different or additional terms and conditions, these Terms and Conditions shall supercede and shall prevail over any such additional terms and conditions and Client shall not be bound to any different or additional terms and conditions unless specifically agreed to in writing by Client.

Notices: Any notice under the Order shall be in writing and:

- when given to Client, to the postal address or fax number in each case as shown in this Order and marked for the attention of the Client General Manager or as Client may notify the Contractor in writing; and
- when given to the Contractor, to the address or fax number from which Client has received communications from the Contractor in connection with this Order or as the Contractor may notify Client in writing.

Licences and Permits: Contractor represents that it has all permits and licences necessary to perform its obligations in connection with this Order or it will obtain at its cost all such permits and licenses.

Performance and Relationship: Contractor shall provide all labour, tools, materials and supplies necessary for performance of its obligations in connection with this Order and shall perform all such obligations in a professional and workmanlike manner in accordance with practices generally acceptable for the nature of the Works and Services and in accordance with Client's specifications and drawings, if any. Contractor shall exercise due care at all times. In the performance of its obligations in connection with this Order, Contractor shall act as an independent contractor and shall not for any purpose be considered an agent, servant or employee of Client.

Completion and Invoice: Upon completion and final inspection and acceptance of any Works and Services by Client, Contractor shall invoice Client for such Works and Services. Invoices shall contain proof of the payment by Contractor of charges for labour and materials and a release of liens and/or claims, in form satisfactory to Client. Client shall pay Contractor's invoice as provided above and (unless agreed otherwise in writing) all payments shall be made in U.A.E Dirhams. Payment shall not operate as a waiver of any of Client's rights under the Order or otherwise at law.

Indemnity and Insurance: Unless requested otherwise by Client, Contractor shall hold for, and to the order of Client, any insurance in respect of the Works and any proceeds thereof and Contractor's rights against any carrier of the Works until the Contractor has satisfied all its obligations to Client in relation to the Works. Contractor is responsible for and shall protect, indemnify, defend and save Client and Client's Affiliates harmless from and against all claims, liabilities, demands, causes of action, judgments and costs (including attorney's fees) of every kind and character arising out of or relating to this Order and/or performance of the Services and provision of the Works in connection with:

- sickness, injury to or death of Contractor's or Contractor's Affiliates or its or their subcontractors' staff or damage to its or their property; or
- to the extent of its negligence or that of Contractor's Affiliates or its or their staff or agents or subcontractors (and/or the non-negligent acts or omissions of any of the foregoing parties unless, in respect of such acts or omissions, this provision would render void all or part of any insurance cover of such parties for their negligence) any other sickness, injury to or death of personnel or property loss or damage or third party claims; regardless of how caused (even if caused partially by the active, passive or concurrent negligent acts or omissions of Client or Client's Affiliates). Contractor shall at all times carry and maintain Worker's Compensation Insurance including Occupational Disease coverage in the amounts required under all applicable laws and Employers' Liability Insurance in the limit of at least US\$ 1,000,000 and Third Party Liability Insurance, with a combined single limit of not less than AED 5,000,000 any one accident unlimited in the aggregate in the annual period of insurance or, in each case, such higher limits as specified on the face of this Order. All Contractor's insurances shall be endorsed to waive the insurers rights of subrogation against and to include as a joint insured, with a cross liability clause, Client, Government of Dubai, its and their entities and its and their employees, agents and staff.

Joint and Several Liability: If Contractor is an entity or joint venture of two(2) or more parties, all such parties shall be jointly and severally bound to Client for fulfilment of these Terms and Conditions.

Severability: If any part or all of any one or more of the provisions contained in these Terms and Conditions is/are for any reason held to be void, invalid, illegal or unenforceable in any respect it (or the relevant part) shall be deleted and shall not affect the remaining provisions of these Terms and Conditions which shall remain in full force and effect. **END OF TERMS AND CONDITIONS**