



# General Terms and Conditions of Purchase

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**Document Authorization**

Premier Composite Technologies Quality Management System holds the electronic master of this document.

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**Document History**

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04	30/11/15	Packaging and Marking of Goods
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06	11/01/16	Added Assignment and Subcontracting
07	25/05/17	Added Counterfeit Part
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## INTRODUCTION

The following General Terms and Conditions of Purchase (the "Conditions") shall apply to all goods purchased by and or services performed for Premier Composite Technologies LLC (hereinafter referred to as 'PCT') by the party to which the Purchase Order is addressed (hereinafter referred to as the 'Supplier').

### 1. DEFINITIONS AND ABBREVIATIONS

1.1 "**ANTI-BRIBERY AND CORRUPTION REGULATIONS**" means to include, however not limited to the United Arab Emirates Federal Law no 4 of 1979 on the Suppression of Fraud and Deceit in Commercial Transactions (as amended), Federal Law no 4 of 2002 regarding Criminalization of Money Laundering (as amended), the United Kingdom Anti-Bribery Act 2010 (as amended) and the United States Foreign Corrupt Practices Act (as amended).

1.2 "**AUTHORISED REPRESENTATIVE**" means an employee of either PCT or the Supplier that has been authorized in writing by its respective employer to have authority to negotiate, approve and execute all associated documents to these Conditions.

1.3 "**ACCEPTANCE CERTIFICATE**" is an acceptance certificate in the PCT format, signed by both PCT and the Supplier upon successful completion of a task or project as specified in the Purchase Order.

1.4 "**BUSINESS DAYS**" means a day when PCT normally opens for business other than a Friday, Saturday or public holiday in the UAE.

1.5 "**CONFIDENTIAL INFORMATION**" means information which relates to the disclosing Party's business that is made available directly or indirectly to the receiving Party in relation to the Goods and/or Works, that is non-public information and/or data, whether oral, in writing, in visual form, or electronically concerning the Parties (including graphic material), whether before or after the date of the Contract and which is disclosed on the express basis that such information is confidential. Confidential Information includes but is not limited to:

- i) Business, financial, operational, technical, administrative, marketing, planning and staff information relating to the disclosing Party;
- ii) Proprietary information, technical data, know-how, formulae, manufacturing, engineering and design data and processes, strategies, photographs, mock ups, drawings, specifications, software, inventions, patents, technology, hardware configuration information, samples, technical literature or other material of the disclosing Party including information which is attributable to or the existence of which is derived from discussions relating to the Goods and/or Works;
- iii) Any notes, extracts, analyses or materials prepared by or on behalf of the receiving Party which are copied or derived from information made available by the disclosing Party;
- iv) Any Intellectual Property Rights in the information in sub-clauses (a) – (c) above;
- v) The existence and terms of the Contract; and
- vi) The existence and content of any discussions or negotiations between the Parties.

1.6 “**CONTRACT**” means the agreement between PCT and the Supplier consisting of the Purchase Order, these Conditions and any other documents (or part thereof) specified in the Purchase Order. Unless otherwise specified in the Purchase Order, these Conditions shall take precedence over the Purchase Order in the case of discrepancies between the two documents.

1.7 “**DELIVERY DATE**” is the date agreed by the Supplier to deliver the Goods and / or perform the Work.

1.8 “**DELIVERY SUPPORT SERVICES**” means the packaging of the WORKS, engagement of the carrier, payment of the transportation cost in full, payment of all insurance costs, this also includes working within the conformity of PCT’s delivery instructions.

1.9 “**FORCE MAJEURE**” means as defined in clause 27 of these Conditions.

1.10 “**INTELLECTUAL PROPERTY RIGHTS**” means copyright, design rights, rights in databases, moral rights, trademarks, service marks, trade and business names, patents, rights in inventions, rights in domain names and other intellectual property rights, in each case whether registered or unregistered and including applications for the granting of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world.

1.11 “**PARTY/PARTIES**” means in the singular either PCT or Supplier, as appropriate, and in the plural both PCT and the Supplier.

1.12 “**PCT**” means Premier Composite Technologies LLC.

1.13 “**PO NUMBER**” means the unique number, assigned to PCT’s Purchase Order.

1.14 “**PURCHASE ORDER** or “**PO**” means the Purchaser Order issued by PCT to which these Conditions apply.

1.15 “**SPECIFICATION**” means the description or specification for the Goods and or Work agreed in writing by PCT and the Supplier.

1.16 “**SUPPLIER** or “**CONTRACTOR**” means the person, firm or company to whom the Purchase Order is issued.

1.17 “**WORKS**” means the goods and/or services to be supplied (whether or not in conjunction with the Goods) by the Supplier under the Contract.

1.18 “**COUNTERFEIT PARTS**” means any unauthorized copy, imitation, substitute, or modified part (e.g., material, part, component), which is knowingly misrepresented as a specified genuine part of an original or authorized manufacturer.

## 2. BASIS OF CONTRACT

The Supplier shall supply or procure (as the case maybe) the Goods and/or Works in accordance with the Purchase Order (PO). PCT will not be liable for orders unless they are issued on its standard order forms and bearing an official order number issued by PCT.

PO's placed with Suppliers shall define the product and/or service any additional quality assurance requirements; including but not limited to material tests/ guarantees / calibration / conformance certificates / inspections / verifications (including product process verification) and requirements for test specimens for design approval, inspection/verification.

Where appropriate, specific purchasing information relating to the product shall be provided in the PO to enable the Supplier to cascade this down to its suppliers.

**Responsible sourcing;** It is important that Suppliers identify and supply products that minimize the potential harm that may occur to people and the environment through the manufacturing process. The Supplier shall be responsible for sourcing products whose manufacturers have implemented management systems to identify and minimize this potential harm. All components in all applications shall be certified to originate from a recognized responsible source.

The Supplier shall also ensure that their suppliers/sub-contractors are addressing ethical principles that relate to, but not limited to;

- Human rights
- Discrimination
- Fair play
- Child labour
- Forced labour

## 3. ACKNOWLEDGEMENT OF ORDER

3.1 The PO and terms will be deemed accepted by the Supplier upon the first of the following to occur: (a) Supplier making, signing, or delivering to PCT any letter, form, or other written or instrument acknowledging acceptance; (b) commencement of any performance by the Supplier called for in the Order; (c) delivery of materials to PCT or (d) the passage of ten (10) days after Supplier's receipt of the Order without written notice to PCT that the Supplier does not accept the order.

3.2 The PO and terms, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order and supersedes all prior understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order, unless a separate overriding written contract has been entered into and agreed by the parties. These Terms expressly exclude any of Supplier's terms and conditions of sale or any other document issued by the Supplier in connection with this Order.

3.3 If the Delivery Date is not stated in the PO, then this must be confirmed by the Supplier in their PO acknowledgement.

**Acceptance of the order represents acceptance of the following conditions;**

## 4. PRICES

All prices specified shall be firm and fixed and will include all delivery Support Services and all other sums payable in relation to the Works and use of the Works and all other charges, including taxes, duties and impositions as currently in force upon the date of the PO and until the Works have been completed in full.

## 5. TAXES

5.1 The Supplier is responsible for the payment of and shall indemnify and hold PCT harmless from any and all claims or liabilities for taxes or any charges assessed or levied by any UAE and non-UAE Government or other governmental departments that may have jurisdiction in connection with the Works and the supply of components or services under this Contract.

5.2 UAE based Suppliers shall charge Value Added Tax (VAT) as per the prevalent rate to the value of Work on every invoice and the VAT shall be paid by PCT to the Supplier on agreed Invoice(s). The VAT liability on said Invoice(s) (once paid by PCT) will remain with the Supplier and it is the Supplier's responsibility to discharge such liability with the relevant Tax Authority.

## 6. PAYMENT

6.1 Payment terms are as stated in the PO and will commence from the date that the invoice is received at PCT. PCT's standard payment terms are net ninety (90) days after receipt of Suppliers invoice, unless otherwise specified in the PO.

6.2 Original invoices and delivery notes should be sent to;

**Premier Composite Technologies LLC**  
**Purchasing Department**  
**Dubai Investments Park**  
**P.O. Box 282777, Dubai, UAE**

**Tel: (+ 971) 4 886 8555**

6.3 Invoices should clearly state PCT's **PO Number**, the Suppliers Tax registration Number (TRN) and shall identify the unit value of each item being supplied, the cumulative value of each individual line item and the total value of the invoice.

**Failure to provide accurate documentation may lead to delays in the timely settlement of the Supplier's account.**

6.4 PCT shall be entitled, at its sole discretion, to withhold any amount (without any liability for interest in respect thereof) that may be or may become due to the Supplier to meet any liability of the Supplier to PCT under this or any other PO.

## 7. WARRANTY

7.1 The Supplier warrants that the Goods are: **(a)** in accordance with the PO and free from defects caused by faulty design, material or workmanship for a period of twelve (12) months from the actual date of delivery, **(b)** are new unless specified otherwise, **(c)** fit for their known and intended purpose, **(d)** equal to any sample and to any patterns provided or accepted by PCT, **(e)** properly packed and secured in such a manner as to reach their final destination in good condition, **(f)** assign manufacturer's warranty or any other guarantee which may

apply to the Goods or any part of them to PCT, and **(g)** sold free and clear of all liens and encumbrances.

7.2 The Supplier shall be liable for all costs necessary to remedy any defects that may arise during the stipulated warranty period. Failure by the Supplier to remedy such defects after having been requested to do so in writing by PCT, shall entitle PCT to rectify the defects and claim all and any costs incurred towards the remedy from the Supplier.

## **8. WORKS**

The Supplier warrants that the Works specified in the PO shall be executed with all due care and diligence and their personnel shall have the requisite experience, qualifications and training to perform their respective assignments in accordance with best applicable industry practices.

## **9. CONFORMITY OF PURCHASED PRODUCTS**

9.1 Records relating to Purchased Product, which demonstrate product conformity to Specification, Statutory and Regulatory requirement, including but not limited to inspection and test records, first article inspections, process control records and test samples shall be maintained by the Supplier for a period of no less than 30 years for the purpose of traceability. Prior approval for the disposal of these records is to be obtained from PCT Quality Department. All records must be made available to PCT if and when required.

9.2 If the Supplier becomes aware that their product does not conform to the requirements of PCT, either prior to, or during delivery, then they are obliged to notify PCT as soon as they become aware of the non-conformity and that the Supplier is to put right any non-conforming works/components within 30 calendar days (also see clause 14.2)

9.3 Supplier shall not deliver any Products to PCT that contain any "Counterfeit Parts" and for Aerospace deliveries must comply with the AS5553 and AS6174 Counterfeit Parts requirements and any customer flow down requirements relating to counterfeit parts.

## **10. VARIATIONS**

10.1 PCT may at any time by notice in writing make changes within the general scope of the PO to (a) the quantity; (b) the design or specification of Goods and/or Works; (c) the method of packing and delivery; (d) the place of delivery and/or performance, (e) the date of delivery and/or performance. If such changes increase or decrease the cost of, and/ or the time required for performance of the PO, an equitable adjustment shall be made to the price and/ or the time required for performance, provided that no such adjustment shall be made unless claimed by the Supplier by written notice to PCT within five (5) Business Days of receipt of PCT's revised PO requirements.

10.2 The Supplier shall notify PCT of any changes in production, processes, their suppliers, the manufacturing facility location, and when required, obtain the necessary approval of PCT. Additionally the Supplier is responsible to flow down this information to the supply chain where applicable.



## 11. INSPECTION AND TESTING

All inspections and tests shall be made as required by the Specification or as agreed in the PO. PCT reserves the right at any reasonable time to inspect the materials and the right to appoint a nominated inspection authority to carry out inspection or tests on its behalf during and after the manufacture of the Goods which are to be supplied under the PO. Such inspection, testing and any acceptance shall not relieve the Supplier of any obligation under the PO and/or Contract. If tests show any shortfall in quality, then the Supplier will have to rectify such non-conformities on his own cost and time. PCT will set a time limit for immediate improvements to be completed. Should the problem persist beyond the pre-agreed time, then PCT retains the right to terminate the Contract with immediate effect.

## 12. ORDER PROGRESS

PCT and/or the designated regulatory authorities shall require the right of access to all applicable areas, facilities and all records at any level of the supply chain associated with the processing of the PO. Additionally the Supplier shall provide on request, full and up-to-date information regarding the order progress and in particular on any anticipated delays in completing the Goods and/or Works.

## 13. DELIVERY

13.1 The Delivery Date stipulated in the PO for the delivery of the Goods and / or performance of the Works, shall form the essence of the PO.

13.2 PCT reserves the right to cancel the PO if the Supplier fails to meet the Delivery Date, and impose a late delivery penalty in accordance to clause 15.

13.3 Unless otherwise specified in the PO, delivery is to be made between 0730 and 1630 hrs to;

### **PCT 8 Stores**

**Premier Composite Technologies LLC**  
**Dubai Investments Park, P.O. Box 282777,**  
**Dubai, UAE**

13.4 All delivery terms shall have meanings as assigned to them in Incoterms ® 2010.

13.5 Please refer PCT/PUR/8007App1 to PCT's 'Shipping Instructions for Suppliers' for detailed information relating to delivery, documentation and packaging (copy can be provided on request)

13.6 a) The Supplier must ensure that all items are suitably packed, marked and shipped to PCT in accordance with the requirements of common carriers and to ensure that they arrive at their final destination intact and without damage.

b) It is the Suppliers responsibility to ensure that PCT and/or their Freight Forwarders are made fully aware of any special packaging and transport arrangements that are required to preserve materials to the degree of protection necessary to prevent deterioration during shipment.

c) If materials are of a hazardous or toxic nature, then the Supplier must ensure that PCT is advised prior to dispatch, so that the necessary arrangements can be made for importation and storage. Packages must be marked accordingly with the appropriate international symbols and all available information regarding any potential hazard is promptly submitted to PCT in writing.

d) Large and heavy items must be delivered on pallets to facilitate unloading. Failure to observe this clause may result in the rejection of the delivery.

e) Any additional costs resulting from non-compliance with the above (Clauses 13.1 to 13.6) will be passed directly on to suppliers. Any deviations from these Instructions must be explicitly arranged for by the supplier with PCT consent.

f) The PO number shall be mentioned on all delivery documents and clearly marked on all packaging.

g) Packing, cases, boxes, drums and or packing materials shall form part of the quoted price and shall not be charged separately by the Supplier unless previously agreed in writing.

## **14. DELIVERY ACCEPTANCE**

14.1 The Supplier shall submit to PCT Stores two hard copies of the Invoice and Delivery Note in the English language together with the Goods. Deliveries are considered accepted if not rejected by PCT following ten (10) Business Days from the actual date of delivery.

14.2 PCT shall inspect the Goods or Works (as the case maybe) and shall notify the Supplier of any non-conformity with the Specification, damage, poor condition, non-compliance with the applicable law, missing documentation, discrepancies or defects. Within five (5) Business Days the Supplier must acknowledge the non-conformity and agree to take the necessary corrective action with root cause analysis, which is to be completed within 30 calendar days.

14.3 The replacement of the rejected Goods must be completed within five (5) business days or within a pre-agreed time, free of charge, including freight and insurance charges and penalty charges for late delivery imposed until the date on which such replacement items are delivered to the agreed point of delivery.

14.4 Clause 14.1 does not apply to deliveries of metal fabricated parts that require additional quality checks. In such cases, deliveries are only accepted following PCT's QC approval.

14.5 It is mandatory for all goods to be delivered to PCT together with an original Invoice and Certificate of Conformity. Failure to observe this request will result in the delivery being rejected and returned to sender.

## **15. PENALTIES**

Without prejudice to PCT's other rights and remedies under the PO or at law, if the Supplier fails to complete the Works, by the time stated in the PO, the Supplier shall become liable to pay PCT as liquidated damages, an amount equal to two (2%) percent of the Contract Price for every week ( or part of) by which the completion date in the PO is exceeded for any reason whatsoever, up to a maximum of ten percent (10%) of the total Contract Price.

## **16. OWNERSHIP AND TITLE**

Title to and ownership of any equipment, material and supplies provided by the Supplier for incorporation into the Works shall vest in PCT as soon as such items become identifiable as being the subject matter of the PO. However, PCT may, at any time thereafter and within the period referenced to in clause 14.1, accept or refuse at its sole discretion the ownership of any of the same which may not be in conformity with the requirements of the PO, in which event, title shall immediately retransfer to the Supplier.

## **17. PROPERTY AND RISK**

The Goods shall remain at the Suppliers risk (including without limitation to the risk of loss, damage or deterioration in transit) until they have been duly delivered to the delivery point on the Delivery Date and pass PCT inspection (in accordance with clause 14). Nevertheless, if PCT rejects the Goods or Works in whole or in any part thereof, the property and risk therein shall remain with or revert to the Supplier.

## **18. INTELLECTUAL PROPERTY**

The Supplier shall protect, indemnify and hold harmless PCT, its agents, employees, successors and assigns against any and all liability, loss, cost or expense by reason of any claim, action or litigation in respect of any alleged or actual infringement of any Intellectual Property Rights, foreign or domestic, resulting from the use or resale of the Goods or Works, or any part thereof.

## **19. LICENCES, CERTIFICATION AND PERMITS**

19.1 The Supplier will make available to PCT all licenses, certification, clearances, consents and authorization necessary for the purchase of the Goods and/or Works and for the delivery to the delivery point on the Delivery Date, and for their use for all purposes for which the Supplier is, or ought to reasonably be aware of.

19.2 The Supplier must also ensure that the Goods correspond strictly with any and all representations, descriptions, advertisement, brochures, drawings, specifications and samples given by them or stipulated by PCT and are in compliance with the applicable national or international standards required for PCT's purpose. In the event that the Goods and/or Works do not comply with these provisions, or are defective in any way, the Supplier agrees that it shall be sufficient reason to terminate the Contract, without any liability and/or costs to PCT.

19.3 The appropriate documents shall be supplied without charge unless otherwise stated in the PO.

## **20. SOFTWARE LICENCES**

PCT is hereby granted a perpetual and non-exclusive license to use any software or licenses that form an integral part of the Goods. As and when necessary, the Suppliers shall provide adequate training pertaining to the use of the software.

## 21. CONFIDENTIALITY AND ANNOUNCEMENTS

21.1 The Supplier shall at all times maintain a high level of confidentiality relating to PCT's Confidential Information and no such information shall be disclosed to any third party without prior written approval from PCT. If a disclosure becomes necessary for the execution of the Contract then the Supplier shall inform PCT in writing and ensure that the third party shall be bound by the same confidentiality obligation as herein. The Parties may however disclose Confidential Information of the other Party to those of its employees, subcontractors and advisers on a "needs to know" basis for the purpose of performing its obligations under the Contract.

21.2 Clause 21.1 shall not apply only when the Supplier can demonstrate that:

- (a) Such disclosure is a requirement of the Governing Law or applicable regulations.
- (b) Such information was in the possession of the Supplier without any obligation of confidentiality prior to its disclosure by PCT.
- (c) Such information was obtained from a third party without obligation of confidentiality;
- (d) Such information was already in the public domain at the time of disclosure by PCT; or
- (e) It is independently developed without access to the Confidential Information.

21.3 The Parties are prohibited from making any announcements of the professional relationship between the Parties in any form, unless written approval is provided by the other Party. This includes a strict condition that the Supplier does not advertise the Works in any company literature, Suppliers Website(s) or any other form of media used by the Supplier or its Suppliers.

21.4 The obligations of the above clauses shall survive this PO and also survive in the event of termination.

## 22. PCT PROPERTY

All designs, drawings, specifications, technical data, samples, tools, patterns, molds and other materials supplied or loaned by PCT or made expressly to PCT's instructions or paid for by PCT, shall be and remain PCT's property and shall be returned to PCT upon request in the same condition as provided to the Supplier, or at a minimum in good condition. In the event of damage to PCT property, the costs for repair or replacement are to be borne in full by the Supplier.

## 23. INJURY AND DAMAGE

The Supplier shall indemnify and keep PCT indemnified against losses and claims for injuries or damage to any person or property which may arise out of or in direct consequence of the performance of the Contract against all claims, demands, proceedings, damages, costs, charges, expenses and legal costs and expenses in respect thereof or in relation thereto. Supplier's liability to indemnify PCT shall be reduced proportionately to the extent that the act or neglect of PCT, his employees, consultants or agents may have contributed to the said loss, injury or damage.

## 24. INSURANCE

During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on PCT's request, produce both the insurance certificate giving details of cover and receipt for the current year's premium in respect of each insurance policy.

## 25. TERMINATION

25.1 Without limiting its other rights or remedies, PCT may terminate the Contract with respect to the supply of the Goods and / or Works (as the case maybe), by giving the Supplier thirty (30) days' written notice.

25.2 A party (the "Initiating Party") may terminate this Contract with immediate effect by written notice to the other party (the "Non-Initiating Party") on or at any time after the occurrence of an event specified in Clause 25.3.

25.3 The termination events are:

- a) the Non-Initiating Party being in continuing or in material breach of a material obligation under this Contract Agreement and, if the breach is capable of remedy, failing to remedy the breach within ten (10) days starting on the day after receipt of written notice from the Initiating Party giving full details of the breach and requiring the Breaching Party to remedy the breach;
- b) a Force Majeure Event lasts longer than 30 days; or
- c) an Insolvency Event in relation to the Non-initiating Party; or
- d) any other event expressly entitling a Party to terminate this Contract Agreement as per the provisions of this Contract Agreement.

25.4 "Insolvency Event" means, in relation to a party, any of the following events:

- a) Such party enters into, or proposes to enter into, any composition or arrangements with its creditors, or any procedures is commenced with a view to the winding up;
- b) such person is unable to pay its debts generally as they fall due or is otherwise insolvent or stops or suspends payment of all or a material part of its debts or makes a general assignment or any arrangement or composition with or for the benefit of its creditors or a moratorium is agreed or declared in respect of or affecting all or a material part of its indebtedness.

25.5 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

## 26. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

- (a) The Supplier shall immediately return PCT's Confidential Information (if any) and any tools provided by PCT. If the Supplier fails to do so, then PCT may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall

be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

- (b) PCT shall not liable for any damage and / or loss whatsoever to the Supplier, in the event of such termination, any materials for which payment has been made to the Supplier shall become the property of PCT and shall be entitled to take delivery at PCT's expense or dispose of such materials at its discretion. The rights and obligations of both Parties shall be discharged, and each Party shall have no further liability under the PO and Contract to each other.

## **27. FRUSTRATION AND FORCE MAJEURE**

### 27.1 Frustration

Notwithstanding any other provision of this Clause 23 (Frustration and Force Majeure), if an event or circumstance outside the control of both Parties arises after the date of the Contract rendering the performance of the Contract impossible such that under the law governing the Contract specified in Clause 32 C (Governing Law) the Contract is frustrated then upon notice by either Party to the other Party of such event or circumstance both Parties shall be released from further performance, the Contract shall be deemed to have been terminated under this Clause without prejudice to any rights or obligations which may have accrued due between the Parties prior to such termination, however obligations under the Contract which survive such termination including without limitation Clause 7 (Extended Warranties from) shall continue notwithstanding any such termination.

### 27.2 Definition of Force Majeure

In this contract "Force Majeure" means an exceptional event or circumstance:

- a) which is beyond a Party's control; and
- b) which such Party could not reasonably have provided against before entering into the Contract; and
- c) which, having arisen, such Party could not reasonably have avoided or overcome; and
- d) that is not substantially attributable to the other Party.

Force Majeure may include but is not limited to, exceptional events or circumstances of the kind listed below, provided that conditions (a) to (d) above are satisfied:

- i) insofar as they directly interfere with the progress of the Works and relate to and directly affect the Emirate of Dubai such as war, terrorism, or (unless it is solely restricted to employees of PCT or the Supplier and arising from the conduct of the Works) riot, commotion or disorder in the Emirate of Dubai; or
- ii) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives or other hazardous properties of any explosive nuclear assembly or nuclear components thereof except as may be attributable to the Supplier's use of such munitions, explosive materials, radiation or radio activity.

### 27.3 Notice of Force Majeure

If a Party is or will be prevented from performing any of its obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the exceptional event or circumstance constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within fourteen (14) days after the Party became aware, or should have become aware, of the relevant exceptional event or circumstance constituting Force Majeure.

### 27.4 Duty to Minimize Delay

The Supplier shall at all times use all reasonable endeavors to prevent any delay being caused by any exceptional event or circumstance constituting Force Majeure, to minimize any such delay as may be caused thereby and to do all that may be reasonably required to the satisfaction of PCT to proceed with the Works.

## 28. SUPPLIER LIABILITIES

The Supplier's total liability under the Contract for any actual or direct loss or damage suffered or incurred by PCT as a consequence of a breach by the Supplier of its contractual or non-contractual obligations will be limited to One Hundred Percent (100%) of the Contract/PO price, except liability shall not be limited in the case of fraud, deliberate default, reckless misconduct, loss or injury to workmen

## 29. INDEMNITY

The Supplier shall keep PCT indemnified against all liability, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal cost (calculated on a full indemnity basis) and all other (reasonable) professional cost and expenses) suffered or incurred by PCT as a result of or in connection with:

- (a) Any claim made against PCT for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, use or supply of the Work, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (b) Any claim made against PCT by a third party death or alleged, personal injury or damage to property arising out of, or in connection with, defects in Goods or Contract Works, to the extent that the defects in the Goods or Works are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- (c) Any claim made against PCT by a third party arising out or in connection with the supply of the Goods or the Works, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.



### 30. PCT REMEDIES

30.1 If the Supplier fails to the deliver the Goods and/or perform the Work by the applicable delivery date, PCT shall, without limiting its other rights or remedies, have one or more of the following rights:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Work and/or delivery of the Goods which the Supplier attempts to make;
- (c) to recover from the Supplier any cost incurred by PCT in obtaining substitute goods and/or services from a third party;
- (d) where PCT has paid in advance for Goods and/or Work (as the case may be) to have such sums refunded by the Supplier;
- (e) to the claim damages for any additional costs, loss or expenses incurred by PCT which are in any way attributable to the Supplier's failure to meet its obligations pertaining to the Goods and/or Works; and/or
- (f) apply penalties as described in clause 15

30.2 If the Suppliers has delivered Goods that do not comply with the requirements specified in the PO then, without limiting its other rights or remedies, PCT shall have one or more of the following rights, whether or not it has accepted the Goods:

- (a) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- (b) to terminate the Contract with immediate effect by giving written notice by the Supplier;
- (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by PCT in obtaining substitute goods and/or works from s third party; and
- (f) To claim damages for any additional costs, loss or expenses incurred arising from the Supplier's failure to supply Goods in accordance with the Specification.

30.3 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

30.4 PCT's rights under this Contract are in addition to its rights and remedies implied by the Governing Law as stipulated in clause 32 c) and any other applicable regulations.

### 31. ANTI BRIBERY AND CORRUPTION

Each Party shall ensure its personnel comply with and operate within the confines of all applicable Anti-Bribery and Corruption Regulations.



## **32. MISCELLANEOUS**

### **a) ENTIRE AGREEMENT**

The Terms and Conditions of this Contract and any documents referred to herein shall constitute the entire agreement between the Parties and the terms and conditions shall take precedence over any other document exchanged between the Parties before or after the date of the Contract Agreement unless agreed otherwise in writing.

### **b) BINDING NATURE**

These Conditions are binding on the Parties and their successors, and no other party.

### **c) GOVERNING LAW**

This Contract Agreement shall be governed by and construed in accordance with the Laws of Dubai and those Laws of the United Arab Emirates as applicable.

### **d) SETTLEMENT OF DISPUTES**

Solutions to any disputes arising out of or in connection with the Contract including any question regarding its existence, validity or termination shall be negotiated in good faith between the Parties. Following the issuing of a Notice by one Party of a dispute, both parties endeavor to reach an amicable agreement within 28 calendar days of such Notice being issued, after which, if no agreement is reached then either party may give notice to the other party of its intention to resolve the dispute through Arbitration as described in this clause.

If a solution cannot be found in mutual negotiations, the disputes shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC –LCIA Centre, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be one, to be appointed in accordance with the said rules.

The arbitration shall take place in Dubai and the arbitration proceedings shall be conducted in English, unless specifically required by the DIFC – LCIA Centre.