

General Terms and Conditions of Purchase

Document Number: PCT/PUR/8007

Version: 08

Issue Date: 06/05/2019

Address:

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Table of Content

1.SCOPE AND PURPOSE	4
2.DEFINITIONS AND ABBREVIATIONS	4
3.BASIS OF CONTRACT.....	6
4.ACKNOWLEDGEMENT OF ORDER.....	6
5.PRICES.....	7
6.TAXES.....	7
7.PAYMENT.....	7
8.WARRANTY.....	8
9.WORKS.....	8
10.CONFORMITY OF PURCHASED PRODUCTS.....	8
11.VARIATIONS.....	9
12.INSPECTION AND TESTING	9
13.ORDER PROGRESS.....	9
14.DELIVERY.....	9
15.DELIVERY ACCEPTANCE	10
16.PENALTIES.....	11
17.OWNERSHIP AND TITLE.....	11
18.PROPERTY AND RISK	11
19.INTELLECTUAL PROPERTY	11
20.LICENCES, CERTIFICATION AND PERMITS	12
21.SOFTWARE LICENCES.....	12
22.CONFIDENTIALITY AND ANNOUNCEMENTS.....	12
23.PCT PROPERTY	13
24.INJURY AND DAMAGE	13
25.INSURANCE.....	13
26.TERMINATION.	13
27.CONSEQUENCES OF TERMINATION	14
28.FORCE MAJEURE	15
29.DISPUTED AMOUNTS	15
30.SUPPLIER LIABILITIES.....	15
31.INDEMNITY.....	15
32.PCT REMEDIES	16
33.ANTI BRIBERY AND CORRUPTION.....	17
34.MISCELLANEOUS.....	17

List of Changes

Version	Date	Page	Description
01	10/20/14	All	Issue No. PCT_PURAS_8007
02	07/03/15	All	Incorporate AS9100 Rev C Requirement
03	08/10/15	All	Records relating to chased Product
04	30/11/15	All	Packaging and Marking of Goods
05	31/12/15	All	Added PCT Remedies and Consequences of Termination
06	11/01/16	All	Added Assignment and Subcontracting
07	25/05/17	All	Added Counterfeit Part
08	06/05/19	All	Revised Clause 30 and Formatted Document

1. SCOPE AND PURPOSE

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').

2. DEFINITIONS AND ABBREVIATIONS

2.1 "**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).

2.2 "**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.

2.3 "**ACCEPTANCE CERTIFICATE**" is an acceptance certificate in the PCT format, signed by both PCT and the Supplier upon successful completion of the acceptance test as specified in the Purchase Order."

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

2.5 "**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.

2.6 "**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.

2.7 "**DELIVERY DATE**" is the date agreed by the Supplier to deliver the Goods and / or perform the Work.

2.8 "**FORCE MAJEURE**" means as defined in clause 28 of these Conditions.

2.9 "**GOODS**" or "**SERVICES**" means all materials, equipment, software, temporary labor, documentation to be supplied by the Supplier or contractor under the Contract.

2.10 "**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.

2.11 "**PARTY/PARTIES**" means in the singular either PCT or Supplier, as appropriate, and in the plural both PCT and the Supplier.

2.12 "**PCT**" means Premier Composite Technologies LLC.

2.13 "**PO NUMBER**" means the unique number, assigned to PCT's Purchase Order.

2.14 "**PURCHASE ORDER** or "**PO**" means the Purchaser Order issued by PCT to which these Conditions apply.

2.15 "**SPECIFICATION**" means the description or specification for the Goods and or Work agreed in writing by PCT and the Supplier.

2.16 "**SUPPLIER** 'or "**CONTRACTOR**" means the person, firm or company to whom the Purchase Order is issued.

2.17 "**WORKS**" means the services to be supplied (whether or not in conjunction with the Goods) by the Supplier under the Contract.

2.18 "**SHIPPING INSTRUCTIONS FOR SUPPLIERS**" means PCT's delivery instructions relating to the physical movement of the Goods, documentation, packing and customs requirements.

2.19 "**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.

3. 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 and temporary labor.

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

4. ACKNOWLEDGEMENT OF ORDER

4.1 This Order 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.

4.2 This Order, 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.

4.3 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;

5. PRICES

All prices specified in the PO shall be firm and fixed and unless specified otherwise will include but not limited to : carriage and insurance, packing, royalties, license fees and all other sums payable in relation to the Goods and/or Works or their use and all other charges, taxes, duties and impositions.

6. TAXES

6.1 None UAE based Suppliers shall be responsible for the payment of and shall indemnify and hold PCT harmless from any and all claims or liability for taxes or any charges assessed or levied by any foreign Government against the Supplier in connection with the Goods and/or Works.

6.2 UAE based Suppliers must state their Tax Registration Number on all invoices.

7. PAYMENT

7.1 Payment terms are as stated in the PO and will commence from the date that the invoice is received and **NOT** from the actual invoice date. PCT's standard payment terms are net ninety (90) days after receipt of Suppliers invoice, unless otherwise specified in the PO.

7.2 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

7.3 Invoices should clearly state the PO Number, 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 Supplier's account.

7.4 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.

8. WARRANTY

8.1 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.

8.2 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.

9. 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.

10. CONFORMITY OF PURCHASED PRODUCTS

10.1 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.

10.2 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. In such cases, the supplier must obtain an approval from PCT, for the non-conforming products disposition.

10.3 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.

11. VARIATIONS

11.1 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.

11.2 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.

12. 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. In the event that tests show shortfall in quality, then 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.

13. 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.

14. DELIVERY

14.1 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.

14.2 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.

14.3 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

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

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

14.6 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.

- a) 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.
- b) 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.
- c) 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.
- d) Any additional costs resulting from non-compliance with the above (Clauses 14.1 to 14.6) will be passed directly on to suppliers. Any deviations from these Instructions must be explicitly arranged for by the supplier with PCT consent.
- e) The PO number shall be mentioned on all delivery documents and clearly marked on all packaging.
- f) 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.

15. DELIVERY ACCEPTANCE

15.1 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 five (5) Business Days from the actual date of delivery.

15.2 PCT shall inspect the Goods or Work (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 take the necessary corrective action and either replace or repair within a pre-agreed period of time.

15.3 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.

15.4 Clause 15.1 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.

15.5 It is mandatory for all goods to be delivered to PCT together with an original Invoice. Failure to observe this request will result in the delivery being rejected and returned to sender. Please ensure that this instruction is adhered to at all times.

16. PENALTIES

As time is of the essence, Goods shall be delivered and Works shall be performed by the Delivery Date. Without prejudice to PCT's other rights and remedies under the PO or at law, if the Supplier delivers the Goods or Works subject to the PO at a time other than the Delivery Date, the Supplier shall become liable to pay PCT as a penalty, an amount equal to two (2%) percent of the total Goods or Works price (as the case maybe) for every week or part thereof by which the Delivery Date specified in the PO is exceeded for any reason whatsoever, except for reasons attributable to failure of PCT to comply with the PO, up to a maximum of ten percent (10%) of the total Goods and/or Works price.

17. OWNERSHIP AND TITLE

Title to and ownership of any equipment, material and supplies provided by the Supplier for incorporation into the Goods 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 15.1, 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.

18. 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 15). 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.

19. 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.

20. LICENCES, CERTIFICATION AND PERMITS

20.1 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.

20.2 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.

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

21. 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.

22. CONFIDENTIALITY AND ANNOUNCEMENTS

22.1 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.

22.2 Clause 22.1 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.

22.3 The Supplier is prohibited from making any announcements of the professional relationship between the Parties in any form, unless written approval is provided by PCT.

23. 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.

24. 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 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 the Supplier, his employees, consultants or agents may have contributed to the said loss, injury or damage.

25. 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.

26. TERMINATION

26.1 Without limiting its other rights or remedies, PCT may terminate the Contract:

(a) In respect of the supply of the Goods and / or Work (as the case maybe), by giving the Supplier thirty (30) days' written notice;

and

(b) in respect of the supply Goods, in whole or in part at any time before delivery with immediate effect by giving written notice to the Supplier, whereupon the Supplier shall discontinue all work on the Contract. PCT shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

26.2 If any of the circumstances in these Conditions in which a Party may terminate the Contract: the total delay of a Force Majeure Event continues for any period exceeding fifteen (15) Business Days.

26.3 Without limiting its other rights or remedies, PCT may terminate the Contract with immediate effect by giving written notice to the Supplier if:

- (a) The Supplier commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within even (7) days of receipt of notice in writing to do so;
- (b) the Supplier repeatedly breaches any of the terms of the Contract in such a manner as to reasonably the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- (c) the Supplier is or is deemed insolvent under law or commits an act of bankruptcy or makes a composition or arrangement with its creditors or is served with a winding up petition or has a winding up order made or a resolution for voluntary winding up passed (except for the purpose of reconstruction or amalgamation) or a receiver is duly appointed or any judgment entered against it or suffers any execution of judgement against any of its assets;
- (d) the Supplier suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business.
- (e) the other party's financial position deteriorates to such an extent that in the Supplier's opinion PCT's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
- (f) The Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

26.4 Termination of the Contract, however arising, shall not affect any parties' right and remedies that have accrued as at termination.

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

27. 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.

28. FORCE MAJEURE

28.1 If the Supplier or PCT are unable to perform any obligations hereunder due to circumstances beyond their control including but not limited to governmental acts, wars, national strikes, lock outs, acts of God "Force Majeure", then the affected Party shall immediately, but not later than forty-eight (48) hours, inform the other Party of such occurrences and shall accordingly forward a corrective action plan.

28.2 The Supplier shall not be entitled to any additional costs under such circumstances. In the event that A Force Majeure even persist for a period of more than fifteen (15) Business Days, then PCT shall retain the right to cancel the PO. Any additional time required for delivery under these circumstances, shall be discussed and agreed mutually in writing. Each Party shall be responsible for its own costs in the event of Force Majeure

29. DISPUTED AMOUNTS

PCT shall pay the undisputed amounts payable pursuant to the Contract, however, disputed amounts shall become payable only after the final settlement of such disputed amounts by the Parties.

30. SUPPLIER LIABILITIES

30.1 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 event of fraud, deliberate default, reckless misconduct, loss or injury to workmen

31. INDEMNITY

The Supplier shall keep PCT indemnified against all liability, costs, expenses, damages an 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, or receipt, 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, to the extent that the defects in the Goods 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.

32. PCT REMEDIES

32.1 If the Supplier fails to 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 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

32.2 If the Supplier 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 a 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.

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

32.4 PCT's rights under this Contract are in addition to its rights and remedies implied by the Governing Law as stipulated in clause 34 c) and any other applicable regulations.

33. 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.

34. MISCELLANEOUS

a) ENTIRE AGREEMENT

This Terms and Conditions and any documents referred to herein shall constitute the entire agreement between the Parties and it shall precede any other document exchanged between the Parties before the date of the P.O.

b) BINDING NATURE

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

c) GOVERNING LAW

These Conditions and the Contract shall be governed by and construed in accordance with the laws of the Emirate of Dubai, and federal laws United Arab Emirates.

d) SETTLEMENT OF DISPUTES

Solutions to any disputes arising in connection with the Contract shall be negotiated in good faith between the Parties. If a solution cannot be found in mutual negotiations, the disputes shall be finally settled under the rules of arbitration of DIFC – London Court of International Arbitration (LCIA Centre) with one (1) arbitrator 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. Notwithstanding the foregoing, PCT may seek injunctive relief in any court of a competent jurisdiction against the improper use or disclosure of its Confidential Information.