

**GENERAL TERMS AND CONDITIONS****GTC-P14-00****MAIN CONTRACT DETAILS** - (Refer to the Specific Purchase Order)**MAIN CONTRACT NUMBER** - (Refer to the Specific Purchase Order)

Unless specifically stated otherwise, the following clauses shall form parts of the terms and the conditions of the PURCHASE ORDER between Galfar Al Misnad Engineering & Contracting WLL (The Purchaser) and the Supplier who is entering the Purchase Agreement with the Purchaser.

**1.0 DEFINITIONS**

- 1.1 GOODS shall mean the materials, products or services to be purchased or to be supplied as specified in the scope of work, specification contained or referred in the PURCHASE ORDER and/or any part thereof as per the terms and conditions of the Purchase Order, including any supply, services & spares thereof as per the requirement specified or implied as part of the Purchase Order.
- 1.2 Client: for the purpose of this Purchase Order, the Client means the Final End User of the Goods and/or Services provided under the Purchase Order.
- 1.3 Main contract/ client requirements. This shall mean the Prime Contract between the Purchaser and the Client/End User, will include all the technical and non-technical requirements pertaining to the Goods and services as specified under the Main Contract containing the End User requirements, including instruction, Scope of Works, relevant codes and standards, philosophies, etc, as applicable to the Purchase Order.
- 1.4 PURCHASER shall mean Galfar Al Misnad Engg.& Contg.Wll. Doha, including its associates, representative, Agents, Joint Venture Partner, Consortium Partner, or any other Party appointed by Galfar and acting on behalf of Galfar Al Misnad in relation to the Goods/Services.
- 1.5 PURCHASE ORDER shall mean this document and any other document listed, implied and/or referenced therein and shall constitute the entire agreement between PURCHASER & Supplier. ( Like Material Purchase orders , Work Orders, Subcontract Orders & Hire Orders)
- 1.6 SUPPLIER /Manufacturer/ Subcontractor /Service provider shall mean any person or company who has been contracted by Purchaser to supply GOODS or Services under this Agreement.
- 1.7 Parties shall mean both the Purchaser and the Supplier referred collectively together, and Party shall mean either Purchaser or Supplier.

- 1.8 Customer or Client shall mean End User (who is having Main Contract with Purchaser), and/or its affiliates, representatives or agents acting on behalf of the End User on any matter concerning the Goods and/or services under the Purchase Order.
- 1.9 Delivery Address shall mean the location(s) stipulated in the Purchase Order or to be indicated by the Purchaser on which the Goods/Services shall be delivered by the Supplier.
- 1.10 Project shall mean the place/system/facility where the Goods is required to be fixed or utilized or used as integral part.
- 1.11 Project Requirements shall mean all technical and non-technical criterial and requirements including expressed and implied as per the requirement of the Main Contract, which the Goods/ service shall comply with.
- 1.12 Spare Parts shall mean identified spares or replacement parts of the components of the Goods, which are agreed to be provided by the Supplier to the Purchaser as per the requirement of the scope of the Purchase Order.

## **2.0 GOODS AND SERVICES – CHARACTERISTICS**

### **SCOPE OF WORK & SUPPLY:**

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The Supplier's scope shall include but not limited to production/Fabrication, shipment, clearness, delivery of the Goods/Services to agreed location; Supplier shall provide all material related accessories which are components of the Goods/Services complying to the project specifications and all technical requirements, in line with the agreed scope of works. Supplier shall be responsible for the intended services of material according to project requirements and commissioning, handover and guarantee period as stipulated.

2.1 The price for the supply indicated in the PURCHASE ORDER is inclusive of all the charges for the supply requested at the conditions set out therein, and is considered as fixed and invariable up to the complete execution of the supply of the Goods and Services contemplated in as part of the purchase order up to the expiry of the order or up to the complete fulfilment of the scope of the order, whichever comes later.

2.2 The total amount of this PURCHASE ORDER is estimated on the basis of the information available at the date of execution, and the Supplier is fully aware and is having the understanding of the requirements of the project specification and product acceptance criteria. Any positive or negative

difference arising in respect of such estimated amount, shall not entitle the Supplier to any claim for additional charges or compensation.

2.3 The prices indicated in the PURCHASE ORDER are inclusive of all delivery of the Goods / Service to the Delivery Address noted in the PURCHASE ORDER.

2.4 The SUPPLIER warrants that the GOODS shall:

a. comply with any drawings, specifications and/or other technical documents included with and/or identified in the PURCHASE ORDER or otherwise provided by the PURCHASER as per client main contract requirement and from client Preferred vendor list only, no deviation shall be acceptable unless upon client written confirmation/approval only.

b. comply with all relevant quality standards and statutory requirements as per client main contract requirement.

c. be new (unless stated otherwise), of good merchantable quality, free of defects and fit for their intended purpose;

d. be free of all liens, charges and other encumbrances, upon delivery to the PURCHASER; and

e. be supplied to the PURCHASER and accepted strictly in accordance with the terms of the PURCHASE ORDER except to the extent that the Purchaser may agree or direct otherwise in writing.

2.5 The SUPPLIER shall allow the PURCHASER and other persons authorized by the PURCHASER access, at all reasonable times, to:

a. any place where the GOODS are being manufactured or stored; and/or

b. any quality assurance records or technical documentation as the Purchaser may so require relevant to the GOODS.

2.6 The SUPPLIER indemnifies the PURCHASER against any action, suit, claim, demand, cost, loss, expense or damage arising out of or in any way connected with infringement of any intellectual property rights relevant to or in any way connected with the GOODS including the use of the GOODS.

2.7 The SUPPLIER is responsible for the care of the Goods during the transportation and the storage in the SUPPLIER'S warehouse, until their delivery to and acceptance by the client.

If loss or damage occurs to the GOODS while the SUPPLIER is responsible for their care, unless otherwise directed by the PURCHASER, the SUPPLIER must promptly make good the loss or damage, including replacement of the affected items in line with the agreed delivery schedule mentioned in the Purchase

Order, at no extra cost to the Purchaser.

2.8 The technical characteristics of the Goods/services supplied shall be strictly in compliance with those specified in this PURCHASE ORDER and shall meet the satisfaction of the Client. PURCHASER shall carry out appropriate control of the effective technical characteristics of the supplied materials, including quality assurance, to assure that the Goods/Services comply with all technical requirements under the Purchase Order.

2.9 According to the item 2.8 above, in the case the materials supplied are deemed not acceptable, PURCHASER shall have the right to require the defective materials to be replaced and delivered by the SUPPLIER to the Purchaser free of charge at the original contractual point of delivery within the original schedule. However, repetitive inadequate or poor quality supplies will constitute reason to reject all of the Goods/Service under the PURCHASE ORDER, and the Supplier shall be responsible to reimburse the Purchaser for all the costs and liabilities arising thereof.

#### **2.10 Compliance to Project PPML/PVL**

Supplier shall procure material and vendors in compliance with Project Preferred Manufacturers/Vendor List (PPML) if applicable under the Purchase Order.

Supplier understands that time is of utmost essence and any deviation from the PPML will not be entertained.

- a) Supplier shall provide to Purchaser dully signed Unpriced P.O. Copies between the Supplier and its Vendors/Manufacturers within one week of the placement of this Purchase Order. Also, the Supplier shall prepare and submit at the outset of the placement of their Purchase Order a manufacturing and delivering plan for all the equipment / items within the packages forming part of the Goods.
- b) Supplier shall update the Purchaser continuously, as may be required by the Purchaser, the progress updates regarding the manufacturing and delivering plan and progress of the Goods.
- c) Supplier shall ensure that all its vendors/manufacturers of any component of the Goods shall be certified ISO 9001 series and Supplier shall ensure that the financial status, workload and suitability of the vendors/manufacturers are satisfactory before commitment.

#### **3.0 DELIVERY TIME**

3.1 Time is of the essence for the PURCHASE ORDER. The time stipulated for

delivery of GOODS shall be strictly adhered to. Without prejudice to SUPPLIER'S obligation to deliver the GOODS on time, SUPPLIER shall give PURCHASER notice in writing immediately if any delay is foreseen. Failure to deliver on the date specified or subsequently agreed shall entitle PURCHASER (without prejudice to any other rights it may have):

(a) to cancel order without any penalty to PURCHASER; or

(b) Refuse to accept any subsequent delivery of the GOODS which the SUPPLIER attempts to make; or

(c) Recover from the SUPPLIER any expenditure reasonably incurred by the PURCHASER in obtaining the GOODS in substitution from another SUPPLIER; or

(d) Claim damages for any additional costs incurred by the PURCHASER which are in any way attributable to the SUPPLIER's failure to deliver the GOODS on the due date.

### **3.2 Liquidated Damage (LD)**

For any delay in the delivery of the Goods beyond the agreed delivery schedule or Expected Time of Arrival (ETA) at Delivery Location, Purchaser shall levy the Supplier Liquidated Damage at 0.5% of the Purchase Order value per week subject to a maximum of 10% of order value.

The above is without prejudice to any other rights and remedies available for the Purchaser under this Purchase Order and/or at Law.

### **4.0 QUANTITY CONTROL**

During production, dispatch and Upon arrival on Site, purchaser will have the right to carry out, an inspection by third party inspector / purchaser or client or client nominated agencies on quality, quantity and on the integrity of the material intended to be supplied or already supplied at the project.

In case of missing materials and or breakages and or possible difference in the quantity requirement mentioned in P.O and technical requirements or quality documents, such discrepancy on those documents /materials shall be notified to supplier for corrective action or replacement of materials. If the Purchaser incurs any cost as result, same shall be recovered by the Purchaser from the Supplier, including deductions from any money due.

In case the quantities supplied will exceed those required under the Purchase Order, it will be exclusive right of purchaser to accept or reject the quantities supplied in excess subject to client approval.



## **5.0 DELAY AND PENALTIES**

5.1 If the delivery terms or schedule stated in the order will not be fulfilled by the Supplier, after an initial period of grace of 5 working days, a penalty of 0.5% of total order amount per week of delay up to a maximum of 10% of the total order amount will be applied to the SUPPLIER without prejudice to any other rights of the Purchaser to obtain the settlement of additional damages from the Supplier in connection with the delayed delivery.

As established, if the delivery is delayed or the replacement of defected Goods exceeds a period of 1 weeks, such that the Project Schedule will be affected, the PURCHASER will have the right to cancel the whole or part of the order, by a notification through a letter, without prejudice to any other right of the Purchaser to obtain from the Supplier the settlement of additional damages incurred by the Purchaser.

## **5.2 Ownership of Goods**

The Goods/ Services become the property of Purchaser as soon as they are delivered to the Site/agreed destination, inspected, and approved by Purchaser and client. Inspection of the Goods/Service shall not by any way relieve or excuse the Supplier from any of the obligations under the Purchase Order, including the guarantee of the Material's compliance to the project specification and fit for the intended purpose.

The care and ownership of any defaulted or rejected Goods shall be and shall remain with Supplier until such time the Supplier provides a compliant Goods inspected and accepted by the Purchaser.

## **6.0 INSPECTIONS - TESTING - ACCEPTANCE PROCEDURES**

6.1 Upon arrival on Site, PURCHASER has the right to carry out an inspection on the quantity, quality and on the integrity of the materials supplied.

6.2 The PURCHASER reserves its right to verify the integrity of the GOODS on arrival at final destination, releasing an Inspection Report.

6.3 The integrity of the GOODS verified by the PURCHASER on arrival at final destination shall not extinguish the SUPPLIER'S warranty obligations.

6.4 The PURCHASER could appoint inspectors in order to monitor the progress of GOODS fabrication and the compliance with the technical specifications given, during production phase and/or before final delivery/shipping.

6.5 PURCHASER'S inspectors shall have free access at any time and without prior notice to SUPPLIER'S factories, facilities and/or offices.

6.6 Factory acceptance test (FAT) of special equipment could be witnessed by PURCHASER'S appointed Third party inspector or client nominated agency, according to the contractual time schedule, and in compliance with procedures set in the applicable standards. Any expense related to factory tests shall be borne by the SUPPLIER.

6.7 The SUPPLIER shall provide all the certificates/quality records and product marking relevant to the GOODS and material supplied at site as per main contract requirement and applicable standards.

6.8 The SUPPLIER must, in case of supply of permanent material and/or engineered GOODS/packages and in relation to all obligations under this PURCHASE ORDER, comply with its own Quality Management System and with PURCHASER'S Quality Control & Quality Assurance procedures Approved by client in line with main contract requirements.

6.9 PURCHASER reserves its right to constantly verify that supply (and installation, if provided) will be carried out in compliance with applicable Quality Management System, and, in case of defects recorded during the delivery and installation, Non-Conformity Report (NCR) shall be issued defining a period of time for the necessary corrective actions and the NCR closure shall be carried out by the Supplier at the satisfaction of Supplier and/or Client.

6.10 Should the non-conformance be issued in connection with the Goods and services, the part subject to NCR shall be excluded from the payment due or to be due to the Supplier, until such NCR is closed and corrected/replaced materials are accepted by client.

## **7.0 PAYMENT TERMS**

Payment will be effected as per terms and condition mentioned in the Purchase Order, specified credit period after receipt of undisputed invoices with supporting documents approved by the PURCHASER, provided that the PURCHASER has accepted the GOODS subject to client inspection & approval.

## **8.0 CHANGE**

8.1 PURCHASER reserves the right at any time to make changes in the PURCHASE ORDER or any part thereof, including addition or deletion of the quantities and/or qualities of the Goods to be supplied by the SUPPLIER, and Supplier agrees that no claim shall be acceptable on account of reduced scope.

8.2 No change to or modification of the items, specifications, terms, conditions and prices appearing in the PURCHASE ORDER shall be binding upon PURCHASER unless expressly agreed in writing by PURCHASER. SUPPLIER shall promptly notify PURCHASER in the event that any GOODS subject of the PURCHASE

ORDER are affected by changes in drawings, specifications or design, but SUPPLIER shall not without prior written consent of PURCHASER incorporate any such changes in the order.

#### **9.0 ASSIGNMENT / DELEGATION**

9.1 SUPPLIER shall neither assign any right or interest of the PURCHASE ORDER, nor delegate any obligation owed by it thereof, without the prior written consent of the PURCHASER. Any attempted assignment or delegation without consent of the PURCHASER shall be null and void.

#### **10.0 PASSING OF PROPERTY AND RISK**

10.1 Property and risk in the GOODS shall remain with SUPPLIER until they are delivered at the point specified in the PURCHASE ORDER and a delivery order is signed. The passing of property shall not affect the right to reject the GOODS in case of nonperformance or defect of the Goods or any part thereof.

#### **11.0 ACCEPTANCE**

11.1 In event the GOODS delivered by SUPPLIER does not conform with the PURCHASE ORDER requirements, whether by reason of not being of the expected quality or the quantity required or the Goods is found unfit for the purpose for which they are required, PURCHASER shall have the rights to reject such GOODS within a reasonable time of their delivery after the inspection, and to purchase elsewhere and to recover from the Supplier any additional expenses incurred thereof, without any prejudice to any other right which PURCHASER may have against SUPPLIER under the Purchase Order and otherwise. Any payments made by the Purchaser to the Supplier, including any advance payments, in respect of the nonconforming Goods shall be reimbursed to the Purchaser by the Supplier.

#### **12.0 DEFAULT**

12.1 Without limiting the PURCHASER'S rights under clause 6, if the SUPPLIER fails to:

- (a) supply GOODS to meet the requirements of this PURCHASE ORDER;
- (b) promptly and properly make good or replace any defective GOODS or make good any damage or loss for which the SUPPLIER is responsible;
- (c) remove rubbish or other items belonging to the SUPPLIER from the Delivery Address; and/or
- (d) comply with any other obligation it has under this PURCHASE ORDER (including, failing to meet the Delivery Date),



then:

(e) the Purchaser may, at its discretion and without obligation, remedy or mitigate that failure on behalf of the SUPPLIER and recover from the Supplier all the costs incurred thereof and shall be deducted from the Purchase Order; and

(f) any cost, consequences, loss and/or damage that the PURCHASER has incurred and/or will likely incur as a result of the SUPPLIER's default shall be recovered from the SUPPLIER.

### **13.0 CANCELLATION /TERMINATION AND SUSPENSION**

13.1 For Default: In the event of any breach by the Supplier of any of the terms and conditions of the PURCHASE ORDER including failure to deliver by the due date, then PURCHASER without prejudice to any other rights, may terminate the PURCHASE ORDER and may return GOODS previously supplied under the PURCHASE ORDER for full credit by SUPPLIER. In the event of termination due to non-delivery or non-acceptance due to SUPPLIER's breach of the terms and conditions hereof, SUPPLIER shall undertake to reimburse all levies and material cost paid by PURCHASER prior to the date of termination including all direct costs and expenses incurred by PURCHASER arising from or in connection with the termination / cancellation.

13.2 PURCHASER may terminate / cancel the PURCHASE ORDER with immediate effect:

(i) if SUPPLIER goes into liquidation, becomes bankrupt or has a winding up order made against it.

(ii) in the event of the ownership or control of SUPPLIER being materially altered.

(iii) if Materials submittal or vendor documents / material supply are not approved by client or not meeting contractual requirements.

(iv) if the Employer decides to terminate the Main Contract or the Works.

(v) at its convenience by giving the SUPPLIER 1(one) month notice in writing.

### **13.4 SUSPENSION**

The Purchaser shall have the right to suspend the performance of the works/services under this Purchase Order due to any of the following reasons:

(i) if the Main Contract is suspended

(ii) if the Client decides to suspend the Works at any time



(iii) if instructed in writing by the Purchaser (including the consequence of major default on the Supplier's part), or, by any other reason, as deemed necessary by Purchaser, that in the opinion of the Purchaser prevents either Party from proceeding with the Services thereof.

Should the suspension continue beyond two months, the Purchaser will consult with Supplier to agree upon an appropriate course of action.

In such case of suspension, Purchaser and Supplier will agree on the reasonable compensation payable to Supplier only for Goods delivered and accepted by Client, provided the cause of the suspension is not attributable by Supplier or any of its agents and provided the Purchaser secures payment of the supplied Goods from the Client.

#### **14.0 LIABILITY AND INDEMNITY**

14.1 SUPPLIER shall be responsible for and shall indemnify PURCHASER from and against all claims, proceedings, demands and causes of action in respect of any damage, loss or injury (including death) to any person or property arising out of or in connection with the Purchase Order, including SUPPLIER's negligence, acts or omissions, without regard to whether any negligence, act or omissions of PURCHASER contributed to such injury, death or property damage.

#### **14.2 Limitation of Liability**

The onus of liability for damages, price changes on the Goods that may occur prior to delivery and acceptance of the Goods shall remain solely the Supplier's exclusive responsibility.

14.3 Notwithstanding any other provision of the Purchase Order, the Purchaser shall not be liable to the Supplier for any loss of profits; or damage to reputation; or loss of contracts; or claim, action or demand made against the Supplier by any third party; or any indirect loss, damage, cost, expense, claim or other liability whatsoever; which arises out of or in connection with this Purchase Order.

14.4 The Supplier shall be deemed to have carefully examined all documents furnished by the Purchaser and/or implied as part of the Purchase Order, the Supplier fully satisfied itself regarding all the conditions, risks and other circumstances which may affect the supply of the Goods, including socio economic conditions reasonably existing and foreseeable before the effective date of the Purchase Order. The Purchase Order price is fixed without any fluctuation and no increase in the Order price or amount will be allowed throughout the period of performance of the Purchase Order.

Without prejudice to Purchaser's other rights under this Purchase Order



and/or at law, Supplier shall be liable to Purchaser for claim under this Purchase Order for a limit up to 100% of the Purchase Order Value.

#### **15.0 PATENT INDEMNITY**

15.1 SUPPLIER shall protect, indemnify and hold harmless PURCHASER and its personnel, against any and all liability, loss or expense by reason of any claim, action or litigation in respect of any patent copyright or trademark, foreign or domestic, resultant from the use or resale of GOODS and use of any information, data, etc, pertaining to the Goods/Service.

#### **16.0 LICENSE AND PERMIT**

16.1 If execution of the PURCHASE ORDER requires any license or other permit issued in the country of shipment and/or origin, the PURCHASE ORDER shall be conditional upon such license or other permit being available at the relevant time. SUPPLIER shall be fully responsible for obtaining the necessary license and permits.

#### **17.0 WARRANTY**

17.1 Only in the case of engineered supplies, the SUPPLIER shall be responsible for the correct design and sizing. In case of poor functionality, or non-compliance with the contractual terms, the PURCHASER shall be entitled to reject/return the items supplied. The arrangement and the costs for GOODS returning shall be borne by the SUPPLIER, and the SUPPLIER shall supply new GOODS in substitution according to new delivery terms agreed with the PURCHASER, without prejudice to the PURCHASER's right to terminate the contract.

17.2 The SUPPLIER guarantees the quality of the materials and components, and shall be obliged to replace the GOODS at no cost for the PURCHASER (e.g. costs of transport, removal, installation, re-commissioning, etc.) any parts that do not comply with the contractual requirements or national/local rules and regulations.

17.3 SUPPLIER warrants to PURCHASER and its clients that the GOODS/Services shall comply in every respect with all the specifications, drawings and any other data, information, expressly stated and/or implied, forming part of the PURCHASE ORDER and that the Goods/Services shall be free of defective materials or workmanship and is complete without any omissions. SUPPLIER shall be fully responsible for making good immediately upon being notified by PURCHASER any omission and defects in the GOODS or any portion thereof which may appear or occur during the warranty period, notwithstanding any other provision, the Warrantee shall not be less than One (1) Year from the date of commissioning or handing over the project to client as per main contract. As agreed in the Purchase Order, the Purchaser shall provide a

Bank Guarantee (Bond) in the percentage and format mentioned in the Purchase Order and shall keep Bank Guarantee valid in full force throughout the above mentioned minimum duration.

17.4 SUPPLIER shall ensure that the warranty is directly extended to the PURCHASER and, at the PURCHASER'S option, the PURCHASER, as deemed necessary, may exercise any of the warranty therein directly against the manufacturer of the GOODS and its agents.

17.5 SUPPLIER'S liability hereunder shall extend to all damages caused by the omissions or defects, including incidental damages such as removal, inspection, costs of return or storage of the Goods/Services.

#### **18.0 CONFIDENTIAL INFORMATION**

18.1 Any PURCHASE ORDER placed by the PURCHASER including all accompanying designs, drawings, specifications and information shall be treated strictly confidential and the SUPPLIER shall not make use of the PURCHASER'S NAME or the name of any companies/entities/persons associated with the PURCHASER for publicity purposes without the written approval of the PURCHASER. The Purchaser reserves the absolute right to recover any damages in event of breach of this provision, as fully provided in the Law.

18.2 Any Confidential Information provided by the Purchaser to the Supplier, shall not be disclosed to any third party without the prior written consent of the Purchaser. The confidential information includes all the information relating to the Goods/Services, both technical, non-technical and commercial nature arising out or in connection with the Goods/Service, whether proposed or executed. Supplier shall keep all the Confidential Information strictly confidential and fully secured within a minimum period permissible by Law, and Purchaser shall have the rights to recover any damages arising out of any breach of this confidentiality. The obligations under this clause shall be continuing obligations and shall survive the completion or termination of this Order.

#### **19.0 FORCE MAJEURE**

19.1 Neither party shall be liable for any failure to fulfill any term of the PURCHASE ORDER if fulfillment has been materially delayed, interfered with or prevented by force majeure. Provided only that the event preventing the fulfillment under this provision is due to no faults and/or negligence of the Party, and which the Party could not have reasonably foreseen and allowed for and occurring after the effective date of the purchase order.

Subject to the notification and acceptance of client and as provided in the Law of Qatar governing this Purchase Order, Force Majeure may include event caused by any of the following:

- a) Devastating Natural Calamity
- b) International or intercontinental embargos, and/or
- c) war (whether declared or not), act of foreign enemy, and/or
- d) explosions or fires, and/or
- e) Radiation or contamination by radioactivity and/or
- f) Unforeseen Maritime or aviation disaster,

In event of any occurrence above, subject to the Client's approval, Purchaser shall review the impacts thereof and advise Supplier accordingly on the best and reasonable action to be taken.

19.2 Any delay due to Force Majeure occurrences as defined herein shall be considered an excusable and non-compensable delay back to back with the Main Contract, and in accordance with the provisions of the Purchase Order, and the general terms and conditions subject to Client approval.

## **20.0 INSURANCE**

20.1 SUPPLIER shall procure and maintain at its own cost, all applicable insurances as required by law and best practices to cover all the SUPPLIER's responsibilities and liabilities under the PURCHASE ORDER and the Supplier shall fully indemnify the Purchaser and the Client from any and all liabilities thereof. Nothing contained herein shall serve in any way to limit or waive SUPPLIER's responsibilities or liabilities under the PURCHASE ORDER.

## **21. APPLICABLE LAW**

21.1 The PURCHASE ORDER shall be fully governed and construed by the provisions of Law of the State of Qatar.

The UN Convention on Contracts for the International Sale of Goods shall not apply.

## **22.0 LIMITATIONS**

22.1 It is agreed neither party shall be liable to the other for any hidden, indirect losses or consequential losses of any kind, arising out of the performance of the PURCHASE ORDER.

~~The total liability of SUPPLIER under or in connection with this PURCHASE ORDER (except for death and personal injury) whether in contract, in tort, for breach of statutory duty or otherwise shall be limited to the total price of the PURCHASE ORDER.~~

### **23.0 TAXES AND DUTIES**

23.1 All Taxes, fees and duties assessed against SUPPLIER, in connection with the PURCHASE ORDER by any national or local authorities having jurisdiction over SUPPLIER and the Goods/Services as its place of business and at place of execution of this PURCHASE ORDER shall be solely to SUPPLIER's account and SUPPLIER's responsibility. Withholding tax or tax retention, if applicable, shall be applied in accordance with the Law of the State of Qatar.

### **24.0 ENTIRE AGREEMENT**

24.1 The terms and conditions set out in the PURCHASE ORDER together with any subsequent amendments made in writing by PURCHASER represent the entire terms and conditions of the agreement between the PURCHASER and SUPPLIER.

### **25.0 SPECIAL OR PARTICULAR CONDITIONS**

25.1 Where special or particular conditions are stated in the PURCHASE ORDER, those conditions shall apply equally with the general terms and conditions shown herein except where there is any inconsistency between the general and special conditions, the special conditions shall apply.

### **26.0 SAFETY**

26.1 SUPPLIER shall be fully responsible for compliance to Health, Safety and Environmental (HSE) rules, provisions and requirements applicable to the Goods/Service whether stated or implied, including the safety of all persons engaged on the work, and all persons who may be affected by activities of SUPPLIER and Supplier shall comply with all PURCHASER's safety regulations and procedures including compliance to applicable client HSE regulations and requirements. Where a service is being provided on property occupied by PURCHASER, the Supplier shall take all reasonable effort to ensure no damage to the properties and facilities.

Supplier shall be responsible for compliance to all the Health, Safety and Environmental regulations and Laws applicable to the Goods in Qatar and any other country in connection with the Goods.

### **27.0 WAIVER**

27.1 Failure by PURCHASER to enforce the performance of any of the provision of the PURCHASE ORDER shall neither be deemed to be a waiver of its rights hereunder nor shall it affect the validity of the PURCHASE ORDER in any way.

27.2 Any waiver by PURCHASER to any breach of the PURCHASE ORDER shall not

constitute a precedent nor a waiver for any subsequent breach by SUPPLIER.

## **28.0 FULL TERMS AND CONDITIONS**

The headings and subheadings in this Purchase Order are included for convenience only and shall not affect the interpretation of the conditions thereof.

28.1 The Purchase Order and the provisions shall be read as a whole and any error in any wording of any clauses or sections of the Purchase Order shall not in any way alter or invalidate the meaning and interpretation of the Purchase Order. Unless the context otherwise requires, the singular includes the plural and vice versa.

In the event of any conflict, discrepancy or inconsistency between any of the documents forming a part of this Purchase Order, such shall be referred to Purchaser, whose clarification and interpretation shall be final.

28.2 All dates and time periods referred to in this Purchase Order correspond to the Gregorian calendar. "Day" or "day" shall mean a calendar day unless otherwise specified.

## **29.0 TECHNICAL DOCUMENTATION AND QUALITY REQUIREMENTS**

29.1 SUPPLIER shall provide PURCHASER with the following documents as a minimum requirement, prior to the agreed date of delivery in respect of all GOODS; (As applicable and specified in the client contractual requirements)

- Warranty certificate
- Mill Certificate / Manufacturer Certificate;
- Material Test certificate & quality certificate;
- Material safety data sheet;
- Storage & use specification;
- SPIR/Spare Parts lists, as applicable
- FAT and SAT documents, as applicable
- Any other document, data, information, etc, related to the GOODS as may be requested by the PURCHASER.



29.2 SUPPLIER is required to have in place a documented quality management system in compliance with the latest applicable ISO 9001 standard.

29.3 Within 10 days of the Commencement Date or such other time as may be specified by the Purchaser elsewhere in the Purchase Order, SUPPLIER shall submit to PURCHASER the following documents for review and approval:

- Project Quality Plan according to the requirement,
- Design plan or procedure, Planning Documents, Registers, etc, (as applicable),
- Inspection and test plans according QCS 2014 Section 6 Part 3 (attached 2 pages) for all the activities requiring tests and inspections,
- Vendor document register - Procedures, drawings, Forms and templates,
- List of all the measuring instruments or equipment to use and the relevant updated calibration certificates.
- Any other related documents as may be deemed necessary by the Purchaser or Client.

29.4 The SUPPLIER shall provide the PURCHASER with all the documents and records related to the activities forming part of the scope of the Purchase Order and directly linked with the construction/sub-construction thereof.

29.5 The SUPPLIER shall provide and maintain at all stages of the production a Quality Control Register to identify the status of inspections, sampling and testing and all certificates. This register shall be permanently updated as current at all times and submitted to PURCHASER'S QA/QC on bi-weekly basis, unless otherwise specified.

29.6 PURCHASER'S QA/QC shall audit the supplier at his premises on quarterly basis or as may be required by the Purchaser and/or Client. Engineer's Assistant can attend the audits upon request. Upon receipt a findings as a result of a quality audit the SUPPLIER shall submit to PURCHASER for review a proposed corrective action plan as required and immediately act upon approval.

29.7 Details shall be agreed in the PQP.

### **30.0 Spares Parts and Interchangeability**

1. If applicable under the Purchase Order, the Supplier shall provide all the supplies for spares as applicable in accordance with approved procedures for spare parts





2. Supplier shall obtain and submit Spare Parts and Interchangeability Record (SPIR) forms, with related drawings and documentation, as per agreed format, which shall be duly populated by Supplier and approved by Purchaser and/or Client.

3. Supplier shall submit finalized SPIR forms to Purchaser within 45 days of placement of order of the item or equipment concerned.

4. If any Guarantee spares are required during the Warranty period, the same shall be provided by the Supplier separately at no cost to Purchaser.

5. Supplier shall ensure that SPIR forms with related drawings and documentation are approved before the dispatch of items.

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