

1 INTERPRETATION

- 1.1 'Buyer' means Madina Group W.L.L.
- 1.2 'Vendor' means the person, firm, or company to whom the Purchase Order is issued.
- 1.3 'Goods' includes all goods and services covered by the Purchase Order.
- 1.4 'Purchase Order' means Buyer's Purchase Order which specifies that these conditions apply to it.
- 1.5 'The Contract' means the contract between Buyer and Vendor consisting of the Purchase Order, these Terms and Conditions of Purchase, any other documents (or parts of them) specified in the Purchase Order, and any other terms and conditions agreed under Clause 2 below.
- 1.6 'Contract Price' means the unit price of items supplied under the Contract or Purchase Order.
- 1.7 'Intellectual Property Rights' means the following in any part of the world:
 - a) Patents, trademarks, registered designs, and all applications for registration of them.
 - b) Copyrights or design rights.
 - c) Any moral right.
 - d) any know-how.
 - e) Any trade or business name.
 - f) Any right to bring an action for passing off; or any right which is similar or analogous to any of these.
- 1.8 References to the neuter include the masculine and feminine and to the singular include the plural and vice versa.
- 1.9 The headings do not affect the interpretation of these Terms and Conditions.

2 TERMS AND CONDITIONS

All orders are made on these Terms & Conditions which override and exclude any other terms stipulated, incorporated, or referred to by the Vendor, whether in any quotation, any acknowledgment of the Purchase Order or invoice, or in any negotiations or any course of dealing

established between the Vendor and the Buyer. All contracts hereafter made between the Vendor and the Buyer shall be deemed to be made subject to these terms.

No modification of these terms or any other Contract provision shall be effective unless made by an express written agreement between the parties. The signing by the Buyer of any of the Vendor's documentation shall not imply any modification of these terms.

3 QUALITY

All goods manufactured or supplied shall be of the best quality, material, and workmanship, without fault and accord in all respects with the specifications and drawings referred to in the Purchase Order and the patterns or samples (if any) supplied by the Buyer. Services shall be performed with all reasonable skill and care.

The vendor's performance must be maintained at Buyer's 'A' grade standard as measured and advised by the Buyer.

The Buyer reserves the right to visit the Vendor's premises and carry out an appraisal or audit of the Vendor's quality systems to verify the Vendor's ability to conform or actual conformance to its documented quality program or the requirements of the latest International Standard relating to quality management issued by the International Organization for Standardization, whichever is applicable. The Vendor may be required to submit a quality plan and/or initial sample inspection report for approval by the Buyer manufacturing the Goods.

Where any government or other regulatory authority prescribes safety or quality regulations with which any Goods supplied must comply; the Vendor shall ensure compliance with such regulations.

4 DELIVERY:

- 4.1 The date of delivery of the Goods shall be that specified in the

Purchase Order, or any revisions or amendments later made by the Buyer to the Purchase Order. The time for delivery is of the essence. The vendor shall provide such programs of manufacture and delivery as the Buyer may reasonably require and the Vendor shall give notice to the Buyer as soon as practicable if such programs are likely to be delayed. Delivery shall only be deemed to have occurred when Goods have been delivered correctly documented and in good and correct packaging at the address stated in the Purchase Order.

- 4.2 Without prejudice to Clause 4.1 above, if such delivery is delayed through any cause beyond the reasonable control of the Vendor and immediately such cause arises the Vendor notifies the Buyer in writing thereof giving full particulars the Buyer may, at its sole discretion, grant a reasonable extension of time.
- 4.3 If delivery is not made on the due date or within an extension of time granted in accordance with Clause 4.2 above, then the Buyer may cancel the Contract in whole or part and refuse to accept any subsequent delivery of Goods without prejudice to any other right or remedy which the Buyer may have.

5 PACKAGING

Preservation, Packaging, Crating, Palliating, and loading of the Goods shall be made in such way as to ensure that the shipment can be received and handled without any risk of Personal injury or damage to the Goods. The final destination of the Goods shall be at the Madina Group Warehouse, Salwa Industrial Street 45. (Unless otherwise agreed). The mode of packing and transportation shall always be reliant on each other and instructed by Madina Group.

Weapons or drugs, alcohol, and or materials to produce such items should

not be kept or packed and such packing materials should not be used.

The vendor should provide prior information on dangerous goods (radioactive equipment, chemicals, etc.) which might be part of the equipment or machinery that the buyer may not be aware of as those might be the internal components.

6 DOCUMENTS:

Relevant Documents, such as Materials Safety data sheets (MSDS), Instruction manuals, Drawings, Datasheets, etc. shall form an integral part of the goods.

Attested Certificate of Origin (COO) with reference to the corresponding Invoice against the order is mandatory for import to Qatar. These documents shall be manually signed by the vendor's local Chamber of commerce authority with a wet stamp. Electronically attested documents are not acceptable at Qatar Customs.

All Goods, shipping documents, and correspondences relating to this order must include clear identification of the Purchase Order number, Purchase order Line number / Materials Part Number, delivery destination, and whether it is part of final delivery. A detailed Delivery Note in a suitable form shall be attached to the Goods.

Detailed delivery note & Invoice must present the weight and dimension of the packaging and must contain the HS codes (Harmonized system codes).

7 INCORRECT DELIVERY

All goods must be delivered at the delivery point specified in the Purchase Order. If Goods are incorrectly delivered, the Vendor is responsible for any additional expense incurred in delivering them to their correct destination.

8 PRICE AND TERMS OF PAYMENT

The Price is as stated in the Purchase Order or other written agreement by the Buyer and is fixed.

Invoice must be mailed to Madina Group W.L.L P.O.Box 20459, Doha Qatar, and Attention to Finance Department.

Unless otherwise stated in the Purchase Order, payment is due within 60 days of receipt of a valid and undisputed invoice by the Buyer.

All the due payments shall be made by cheque or bank transfer to the account owned by the Vendor from an account owned by the Buyer. Both buyer and the vendor's account shall be at an internationally renowned bank or equivalent financial institution.

The Vendor shall not withhold supplies for any reason without the Buyer's written agreement.

9 ACCEPTANCE

If goods delivered by Vendor do not conform in every respect with the Purchase Order (whether because of a different quality or quantity measurement to that required by the Purchase Order or because they are not of satisfactory quality or are unfit for the purpose for which they are required) Buyer shall have the right to reject such Goods within a reasonable time of their delivery and to purchase replacements elsewhere but without prejudice to any other right which Buyer may have against Vendor. The making of payment shall not prejudice the Buyer's right of rejection. However, rejected Goods must be credited immediately in full and repaired or replacement Goods may be invoiced upon redelivery. Before exercising the said right to purchase elsewhere, Buyer shall give Vendor a reasonable opportunity to replace rejected Goods with Goods which conform to the Purchase Order

The Vendor shall ensure that all advice or delivery notes clearly state the Buyer's: -

- a. Part Number.
- b. Purchase Order Number.
- c. Purchase Order Line Number.

The Buyer is not liable for any additional costs as a result of the Vendor's failure to deliver to agree on due dates or failure to meet the specification in the Purchase Order.

10 VARIATIONS

Vendor shall not alter any of the Goods, except as directed in writing by Buyer, but Buyer shall have the right, from time to time during the Order executing period, by notice in writing to direct Vendor to add or to omit, or otherwise vary, the Goods and Vendor shall carry out such variations and be bound by the same terms and conditions, so far as applicable, as though the said variations were stated in the Purchase Order.

11 PROGRESS AND INSPECTION

Buyer's representatives shall have the right to progress and inspect all Goods at Vendor's works and the works of permitted sub-Vendors at all reasonable times and to reject Goods that do not comply with the terms of the Purchase. However, any inspection, checking, approval or acceptance given on behalf of Buyer shall not relieve Vendor or its sub-Vendors from any obligation under the Purchase Order

12 BUYER'S RIGHTS IN SPECIFICATIONS, PLANS, DRAWINGS, PATTERNS, ETC. AND CONFIDENTIALITY

Any specifications, plans, drawings, patterns, or designs supplied by Buyer to Vendor in connection with the Contract shall remain the property of Buyer, and any information derived there, from or otherwise communicated in connection with the Purchase Order shall be regarded by Vendor as secret and confidential and shall not, without the consent in writing of Buyer, be published or disclosed to any third party, or made use of by Vendor except for the purpose of implementing the Purchase Order.

13 RESPONSIBILITY FOR INFORMATION

Vendor shall be responsible for any errors or omissions in any drawings, calculations, packing details, or other particulars supplied by it, whether such information has been approved by Buyer or not, provided that such errors or omissions are not due to inaccurate information provided in writing by Buyer.

14 DETERIORATION

The Vendor shall protect all Goods supplied against the Purchase Order that

might deteriorate during transportation or storage. The Vendor shall notify the Buyer of the most appropriate storage conditions for the Goods supplied.

15 LIMITATION OF LIABILITY

Notwithstanding any other provision in this Agreement, neither the Buyer nor the Seller

shall be liable under any circumstances for indirect, special, punitive, or consequential

damages concerning the performance (or non-performance) of the Agreement, including but not limited to loss of anticipated profits, goodwill, reputation, contracts or opportunities

16 LIQUIDATED DAMAGES / DELIVERY DELAYS

Should the delivery of the order be delayed from the specified Delivery Date for reasons solely attributable to Vendor, the Buyer shall be provided the actual Start-up is delayed, be entitled to, as the Buyer's sole and exclusive remedy for such delay, liquidated damages in the amount of 5% of the Price of delayed Equipment for each complete week of delay. The maximum amount of liquidated damages and other liability of the vendor for delays under the Contract shall, however, not exceed 10 % of the Price of the delayed order.

17 PERFORMANCE & WARRANTY TERMS:

Unless otherwise expressly specified, the Vendor shall warrant that equipment & materials will be free from defects in design, engineering, materials, and workmanship under normal use, maintenance, service, and handling for 12 months from Start-up, or 18 months from the delivery, whichever comes later ("Warranty Period").

18 FORCE MEASURE

A) Force Majeure shall mean an occurrence beyond the control and without the fault or negligence of the Party affected including but not limited to acts of God or the public enemy. Force Majeure shall not include: (i) late delivery of materials caused by congestion at a supplier's plant or elsewhere, or oversold

condition of the market, inefficiencies, or similar occurrences; (ii) late performance by a subcontractor or sub vendor caused by a shortage of supervisors or labor, inefficiencies, or similar occurrences; (iii) financial distress of Seller or any of its subcontractors or sub-vendors; (iv) mechanical failure or breakdown of Seller's or any of its subcontractor's or sub-vendors equipment or tools; and (v) inclement weather conditions.

19 CONSEQUENTIAL DAMAGES:

In no event shall the supplier be entitled to loss of profits, revenue, goodwill, production downtime, or indirect, special, incidental, or consequential damages, even if the buyer is advised of the same.

20 CANCELLATION/TERMINATION AND SUSPENSION:

20 Cancellation/Termination and Suspension:

The buyer may withdraw from the contract and stop the work at any time before its completion, provided that the seller shall be indemnified for all expenses incurred, all works completed, and any profit he could have made had the work been completed."

The buyer may suspend all or part of the Services and supply or terminate the Agreement by giving an appropriate notice period to the seller, provided that the seller shall be indemnified for all expenses incurred. In such a situation seller shall immediately make arrangements to stop the progress and minimize expenditure.

21 GOVERNING LAW AND DISPUTE RESOLUTION:

This Agreement is governed by and shall be construed and interpreted following the laws of the State of Qatar.

All disputes arising out of or in connection with the Agreement shall first be attempted by the Supplier and Buyer to be settled through consultation and negotiation in good faith and a spirit of cooperation. All disputes that are not so settled, the relevant dispute first arose may be submitted to the competent Court of Qatar, provided that Buyer shall always be permitted to bring any action

or proceedings against Supplier in any other court of competent jurisdiction.

22 GENERAL:

No conditions submitted or referred to by Vendor when tendering shall form part of the Purchase Order unless otherwise agreed to in writing by Buyer.

If any term or provision in the Purchase Order is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of the Purchase Order but the enforceability of the remainder of the Purchase order shall not be affected.

The Buyer's failure to insist upon strict performance of any provision of the Contract shall not be deemed to be a waiver thereof or of any right or remedy for breach of a like or different nature.

Any waiver by Buyer of a breach or default by Vendor will not be deemed a waiver of any subsequent breach or default.