

TERMS AND CONDITIONS OF PURCHASE (GENERAL PURCHASING)

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YOU ARE ADVISED TO READ THESE TERMS & CONDITIONS CAREFULLY AS SUCH TERMS WILL GOVERN THE TERMS OF YOUR ENGAGEMENT BY EMIRATES FLIGHT CATERING CO. LLC UNTIL AND UNLESS WE SPECIFICALLY AND EXPRESSLY AGREE TO THE CONTRARY IN WRITING

1 INTERPRETATION

1.1 The definitions and rules of interpretation in this Clause apply in these Conditions:

“**Change Order**” means a change to an Order issued in accordance with Clause 4;

“**Charges**” means all sums payable to the Supplier for the Work as specified in the related Order including any applicable value added tax;

“**Conditions**” means these terms and conditions of purchase;

“**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data;

“**Customer**” means Emirates Flight Catering Company LLC, a limited liability company incorporated in the Emirate of Dubai, UAE with commercial licence number 519876 and whose office is at Airport Road, PO Box 22525, Dubai, United Arab Emirates or any of its business divisions specified in an Order, their servants or agents;

“**Customer Personal Data**” means any Personal Data Processed by the Supplier as the Processor or a Sub-processor on behalf of the Customer as the Controller pursuant to or in connection with these Conditions or an Order;

“**Data Protection Laws**” means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing GDPR, the GDPR and the data protection or privacy laws of the UAE or of any other country;

“**Data Subject**” means the identified or identifiable person to whom Personal Data relates;

“**Data Subject Request**” has the meaning given to such term in clause 14.1(e);

“**Defects**” has the meaning given to such term in Clause 6.2;

“**EEA**” means the European Economic Area;

“**EU**” means the European Union;

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“**GDPR**” means the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as amended from time to time;

“**Intellectual Property**” means all patents, trade-marks, service marks, trade names, logos, brand names, imagery or other goodwill, registered designs, design rights, semiconductor topography rights, database rights, copyrights and other forms of intellectual or industrial property (in each case in any part of the world, whether or not registered or registrable for their full period of registration with all extensions, renewals and revivals, and including all applications for registration or otherwise), inventions, formulae, confidential information (including know-how or secret processes), rights in computer software and any similar or equivalent rights and assets which may now or in the future subsist anywhere in the world;

“**Order**” means a purchase order as may be varied by Change Orders;

“**Parties**” means the parties to these Conditions and each a "Party";

“**Personal Data**” means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

“**Personal Data Breach**” means any improper, unauthorised or unlawful access to, use of, or disclosure of, or any other compromise which affects the availability, integrity or confidentiality of the Company Personal Data under or in connection with the Principal Agreement;

“**Processing**” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

“**Processor**” means the entity which Processes Personal Data on behalf of the Controller;

“**Regulator**” means an independent public authority which is established by an EU Member State pursuant to the GDPR;

“**RFQ**”, “**RFI**”, “**RFP**”, “**RFT**” or “**Spot Buy**” means the various tender processes issued by the Customer in respect of the Work;

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“**Site**” means the location(s) of where the Work takes place or such other location as notified from time to time to the Supplier by the Customer in writing;

“**Sub-processor**” means any person (including any third party and any affiliate, but excluding an employee of the Supplier) appointed by or on behalf of the Supplier to Process Customer Personal Data on behalf of the Customer in connection with these Conditions or an Order;

“**Supplier**” means any entity, including any partnership, corporation, cooperative, unincorporated association, limited liability company or governmental entity, and any natural person issued with an Order and any employees or permitted assigns, sub-contractors, representatives or agents thereof;

“**Supplier Intellectual Property Rights**” has the meaning given to this term in Clause 15.1;

“**UAE**” means the United Arab Emirates;

“**Warranty Period**” has the meaning given to such term in Clause 7.1; and

“**Work**” means the supply of the products and services or part thereof under an Order.

- 1.2 Clause and paragraph headings will not affect the interpretation of these Conditions. References to Clauses are to the Clauses of these Conditions.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company will include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 In these Conditions, unless the context otherwise requires:
 - (a) Words in the singular will include the plural and, in the plural, will include the singular;
 - (b) a reference to a gender will include a reference to the other gender; and
 - (c) a reference to a party includes a reference to its authorised assigns, sub-contractors, representatives or agents thereof;
- 1.6 A reference to a statute or statutory provision:
 - (a) is a reference to it as amended, extended or re-enacted from time to time; and
 - (b) will include all subordinate legislation made from time to time under that statute or statutory provision.

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- 1.7 Any words following the terms including, include, in particular or any similar expression will be construed as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 ACCEPTANCE OF AN ORDER

- 2.1 The Supplier's acknowledgement of an Order will constitute Supplier's acceptance of and agreement to comply with these Conditions in regards to such Order. If Supplier does not acknowledge receipt of an Order, commencement of Work will constitute the Supplier's implied acceptance of and agreement to comply with these Conditions in regards to such Order.
- 2.2 Any other terms and conditions of purchase to which the Supplier may refer and, subject to implied acceptance pursuant to Clause 2.1, any acknowledgement other than the Customer's returnable acknowledgement form are expressly excluded.
- 2.3 To the extent that they do not conflict with these Conditions, Incoterms (latest edition) will apply to an Order.
- 2.4 In the event that there is any conflict or inconsistency between the terms and conditions in an Order and these Conditions, the terms and conditions of an Order will prevail.

3 ERRORS

The Supplier will immediately notify the Customer in writing of any error, omission, deficiency, ambiguity or contradiction in an Order and will not commence or continue with the Work until written clarification from the Customer has been obtained.

4 CHANGE ORDERS

- 4.1 The Supplier will acknowledge receipt of a Change Order using the Customer's returnable acknowledgement form.
- 4.2 The Supplier will perform any changes to the Work required by the Customer which may include additions to, or reductions in, the quantity and quality of the Work. The Customer will give notice of such changes to the Supplier in writing who will promptly advise the Customer in writing of their reasonable effect on the Charges and the delivery date(s). Subject to Clause 4.3, no change will be accepted by the Customer unless authorised by written instruction and confirmed by Change Order.
- 4.3 In the event that the Parties are unable to agree on the reasonable effect on the Charges and delivery date(s), the Customer will nevertheless have the right to require the Supplier to proceed with the change forthwith without an increase in the Charges.
- 4.4 In the event that there is any conflict or inconsistency between the terms and conditions in an Order, a Change Order and these Conditions, the conflict or inconsistency will be

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resolved in the following order of precedence: (a) the terms and conditions of a Change Order, (b) the terms and conditions of an Order and (c) these Conditions.

5 COMPLETION AND DELIVERY

- 5.1 The Work will be completed and delivered by the date specified in the related Order.
- 5.2 If the Supplier fails to commence performance of the Work on receipt of the related Order or if it appears to the Customer that the Supplier may not be able to complete the Work by the required date the Customer may terminate the related Order or any part thereof in accordance with the provisions of Clause 16. The Customer may seek compensation from the Supplier in the amount of 10% of the Charges for each day of delay in delivery of a compliant Product beyond the delivery date. The Customer may at any time, without notice to the Supplier, set off the delay compensation against any payments owed by it to the Supplier. Any exercise by the Customer of its rights under this Clause 5.2 will not limit or affect any other rights or remedies available to it under this Agreement or otherwise.
- 5.3 To the extent installation of products forming part of the Work is required, the Supplier will supply all labour, materials, tools, equipment, permits, and supervision for the complete and satisfactory installation of the products forming part of the Work at the Site.
- 5.4 When installing the products or performing services forming part of the Work, the Supplier will not, in any material respect (a) damage any of the Customer's property, or (b) disrupt or interfere with the Customer's operations, systems or procedures. In the event of any such damage, disruption, or interference, the Customer and its agents, contractors, and employees may take all such steps as are considered appropriate by the Customer to repair or restore such damage, disruption or interference, the costs of which the Customer may set-off against any payments owed by it to the Supplier, without notice to the Supplier.
- 5.5 If products or services forming Part of the Work need to be delivered, installed or performed at the Customers premises, the Supplier will keep the Site in as clean and safe condition as practicable during the installation and, upon completion of the installation, the Supplier will remove all tools, equipment, surplus materials, and debris and will leave the Site in a clean and safe condition satisfactory to the Customer.
- 5.6 Delivery of the Work will be effected in the manner(s) and at time(s) specified by the Customer. If the Work is not delivered in accordance with the Customer's requirements, the Supplier will be responsible for any additional risk and expense arising therefrom. Unless otherwise provided, the Supplier will be responsible for and bear the cost of packing, loading and/or carriage of the Work.

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6 NON-COMPLIANT WORKS

- 6.1 The Customer may reject any Work that is not in compliance with Clause 10. Any Work so rejected will immediately be replaced or corrected as required by the Customer at the Supplier's expense. The Supplier will then re-submit the re-performed Work. In the event that the re-supplied Work is again qualified as non-compliant by the Customer, the Customer may terminate the related Order or Change Order, as applicable and may request prompt removal of the products forming part of the Work from the Customer's Site, at no cost to the Customer, and the Supplier will provide a full refund of the payments made to date by the Customer within a reasonable period of time following such removal.
- 6.2 Inspection, testing or acceptance of any Work or any waiver of any rights in respect thereof by the Customer will in no way affect or impair the Customer's rights under these Conditions and will not relieve the Supplier from any obligations under the related Order or otherwise, including, responsibility under applicable laws or any warranties given pursuant to these Conditions for any defects in design, manufacture, materials, workmanship, installation and assembly, whether apparent or hidden, in part or in whole, (including any non-conformity with the specification of the Work), which may be subsequently found (the "**Defects**")

7 DEFECTS

- 7.1 The warranty period for Defects in the Work, unless otherwise agreed between the Parties, is twelve (12) months from the later of: (a) the date of delivery of the Work to the Customer, (b) the date that the Work is put into service by the Supplier or Customer for its specified use, and (c) the date of the discovery of the Defect (the "**Warranty Period**").
- 7.2 The Supplier will be responsible for remedying at its expense any Defects that may arise in the Work during the Warranty Period. The Supplier will guarantee for a further period of twelve (12) months from the end of the Warranty Period, all remedial work carried out under this warranty. Where a Defect arises within the Warranty Period but does not become apparent until the Warranty Period has expired, the Supplier's liability will not cease merely because Customer has been unable to give notice of the Defect to the Supplier within the said Warranty Period. Such Warranty Period will run from the date which the Defect becomes apparent to the Customer. If any Defects which the Supplier is obliged to remedy under this Clause are not remedied within a reasonable time or circumstances render it impracticable for the Supplier to do the same, the Customer may do so itself or authorise others to do the same, and the Supplier will reimburse the Customer for all costs arising therefrom.
- 7.3 The Customer is at all times relying on the skill and knowledge of the Supplier. If the Work fails to attain the standard of performance specified by the Customer in the related Order, such failure will also be a defect within the meaning of Clauses 7.1 and 7.2.

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- 7.4 This warranty and the Customer's remedies hereunder are in addition to the Customer's other rights and remedies existing under an Order or at law.

8 CHARGING AND PAYMENTS

- 8.1 In consideration of the satisfactory supply or completion of the Work and subject always to the Customer's right of contractual set off for such failure of satisfactory supply or completion of the Work, the Customer will pay the Supplier the Charges in the manner hereinafter provided which will be without prejudice to the Customer's rights hereunder expressed or implied and will not be deemed to be acceptance of any Defects in the Work.
- 8.2 The Supplier will send, in accordance with the Customer's instructions, a detailed invoice or invoices as instructed on the related Order clearly stating the Supplier's name, address, tax registration number, order number, the item numbers, including a breakdown of any value added tax payable on the related Order.
- 8.3 Unless otherwise specified on the related Order, payment will be made ninety (90) calendar days from the end of the month in which the appropriate representatives of the Customer received both the Work and the Supplier's accurate invoice at the Customer's invoicing address as notified to the Supplier from time to time.
- 8.4 Orders prefixed with the letters CP are generated from the Customer's Procure to Pay system (Coupa) and the Supplier will submit invoices electronically via 'PO Flip' or directly through the Coupa Supplier Portal (CSP) as directed by the Customer. The Supplier hereby acknowledges and agrees that failure to comply with such requests and to use the Procure to Pay system correctly will result in delays in payment by the Customer.
- 8.5 If the Customer disputes any invoice or other statement of monies due, the Customer will immediately notify the Supplier in writing. The Parties will negotiate in good faith to attempt to resolve the dispute promptly. The Supplier will provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. If the Parties have not resolved the dispute within thirty (30) calendar days of the Customer giving notice to the Supplier, the dispute will be resolved in accordance with Clause 28.2. Where only part of an invoice is disputed, the undisputed amount will be paid on the due date. The Supplier's obligations to supply the Work will not be affected by any payment dispute.
- 8.6 The Supplier will be responsible for all taxes, imposts, fees, duties and the like related to the Work (save for any value added tax properly due and invoiced correctly in accordance with the provisions of Clause 8.2) and will indemnify the Customer against all liabilities, costs and expenses incurred in connection therewith, falling within the Supplier's jurisdiction.

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9 TITLE AND RISK

- 9.1 Title in the products forming part of or to be incorporated in the Work will pass to the Customer on either:
- (a) payment for the Work; or
 - (b) transfer of the Work into the possession of the Customer,
- whichever occurs earlier.
- 9.2 Notwithstanding passage of title on the occurrence of Clause 9.1 above, risk of loss in or damage to the products forming part of or to be incorporated in the Work other than resulting from Defects, will pass to the Customer on either:
- (a) payment for the Work; or
 - (b) transfer of the Work into the possession of the Customer
- whichever occurs later.
- 9.3 All products forming part of or to be incorporated in the Work the title of which has passed to the Customer will be clearly marked as the Customers property and will be stored separately from the Supplier's property.

10 SUPPLIER WARRANTIES AND INDEMNITY

- 10.1 The Supplier warrants that the Work will:
- (a) conform strictly as to quality, quantity and description with particulars stated in the RFQ, RFI, RFP, RFT and/or Spot Buy (as applicable) and the related Order.
 - (b) be of completely new and high-quality sound materials.
 - (c) be in strict compliance with samples, patents, drawings or specifications.
 - (d) meet the standard of performance specified in the RFQ, RFI, RFP, RFT and/or Spot Buy (as applicable) and the related Order.
 - (e) be free from Defects; and
 - (f) be fit for the purpose for which it is supplied under the RFQ, RFI, RFP, RFT and/or Spot Buy (as applicable) and the related Order.
- 10.2 The Supplier warrants that the Work will be performed by suitably qualified and competent personnel and all equipment provided or used hereunder will at all times be maintained in a satisfactory and safe operating condition by the Supplier. the Customer reserves the right to require the replacement of any such personnel or equipment that does not comply with the foregoing provisions at the Supplier's sole cost.

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- 10.3 The Supplier warrants that it is the legal and beneficial owner of the products forming part of or to be incorporated in the Work or any materials used in respect of the Work immediately before title therein passes to the Customer.
- 10.4 The Supplier agrees to defend, indemnify and hold the Customer harmless from and against all damages, costs (including legal costs and expenses on a full indemnity basis), judgments, losses, and other expenses arising out of or in connection with an Order. The Customer will notify the Supplier promptly as soon as the Customer becomes aware of any such claim. The Supplier will at the Customer's request, furnish proof satisfactory to the Customer that all such claims have been satisfied or released. The Customer will also have the right to make payment directly to any holder of such lien or claimant such payments to be reimbursed by the Supplier on demand.
- 10.5 The Supplier warrants that the Work or any products forming part of or to be incorporated in the Work will at no time infringe the Intellectual Property of any third party. The Supplier will indemnify, defend and hold harmless the Customer against any claim, action, liability, cost, or expense whatsoever arising by reason of any infringement or alleged infringement of the Intellectual Property of any third party.
- 10.6 The Supplier agrees to waive any right to exercise a lien, to make a claim or seek enforcement of a judgement or award against the Work at any time and acknowledges that its sole right in the event of any failure by the Customer to perform any of its obligations under an Order is to seek financial relief in respect thereof.

11 INSURANCE

- 11.1 The Supplier will be responsible to procure and maintain at its own cost and expense necessary and adequate insurances, to cover its employees, vehicles, equipment and other properties. The Customer assumes no responsibility or liability towards, or on behalf of the Supplier for procurement and maintenance of such insurances or any costs associated therewith.
- 11.2 The Supplier will maintain such insurance cover against the liabilities referred to in Clause 12.1(c) arising out of or relation to the Work and will provide to the Customer on demand valid certificates of insurance in respect thereof.

12 LIABILITY

- 12.1 The Supplier will indemnify, defend and hold harmless the Customer against any claim, action, liability, cost, or expense whatsoever arising by reason of:
- (a) the breach of any applicable provision of these Conditions;
 - (b) any infringement or alleged infringement of the Intellectual Property of any person other than the Customer relating to the Work;

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- (c) injury to, or death of, any persons caused or contributed to be the negligence or breach of contract or other legal duty of the Supplier or, irrespective of the negligence or breach of duty of the Customer, loss or damage to any property; and
- (d) all consequential or indirect losses (whether foreseeable or not) incurred by the Supplier, irrespective of the negligence or breach of duty of the Customer.

13 CONFIDENTIALITY

13.1 Subject to Clause 13.2, each Party will keep secret and confidential all business and trade secrets, methods of doing business, customer lists and other confidential information disclosed by or obtained from the other in connection with these Conditions. Each Party undertakes not to disclose any such information to any third party other than:

- (a) its responsible employees who require such disclosure where necessary for the proper performance of that Party's duties under these Conditions; and/or
- (b) any customers who require the information for quality control or health and safety reasons,

provided that such employees and customers agree to individually comply in writing with all obligations of confidentiality imposed upon that Party by the provisions of this Clause. Each Party undertakes to take all reasonable steps to minimise the risk of disclosure of such confidential information by employees and customers and in the event of such a disclosure by such employees or customers, the relevant Party will be liable for such a breach.

13.2 The obligations of confidentiality imposed by Clause 13.1 will not apply to any information which the recipient Party can prove was:

- (a) already known to it prior to its receipt from the disclosing Party; or
- (b) subsequently disclosed to it lawfully by a third party who lawfully obtained the information and who was not bound by any obligation of confidence in respect of the information to the disclosing Party; or
- (c) in the public domain at the time of receipt by it or has subsequently entered into the public domain other than by reason of a breach of the provisions of this Clause or a breach of any obligation of confidence owed by it to the disclosing Party.

14 DATA PROTECTION

14.1 In respect of the Processing of Customer Personal Data by the Supplier or the Supplier's personnel under or in connection with an Order or these Conditions, the Supplier will, and will procure that the Supplier's personnel will:

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- (a) comply with all applicable Data Protection Laws in the Processing of Customer Personal Data;
- (b) process Customer Personal Data only for the purpose of delivering the Work or otherwise meeting its obligations under these Conditions or in accordance with documented instructions from Customer, including with regard to transfers of Customer Personal Data to Third Countries or an international organisation;
- (c) ensure that access to Customer Personal Data is strictly limited to those employees, agents or contractors who need to know/access the relevant Customer Personal Data, as strictly necessary for the purpose of delivering the Work and that they have committed to binding contractual obligations of confidentiality or are under an appropriate statutory obligation of confidentiality;
- (d) implement in relation to Customer Personal Data appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including, inter alia, as appropriate,
 - (i) the pseudonymisation and encryption of Customer Personal Data,
 - (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services;
 - (iii) the ability to restore the availability and access to Customer Personal Data in a timely manner in the event of a physical or technical incident;
 - (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing.
- (e) promptly notify the Customer of any requests (including the details of such request) it receives from a Data Subject relating to its own Personal Data (whether access, rectification, erasure or the exercise of its rights of objection, restriction of processing, data portability or right not to be subject to automated decision making) (“**Data Subject Request**”), without responding to the Data Subject, except on the documented instructions of the Customer, and provide reasonable assistance to the Customer to respond to the Data Subject Request.
- (f) promptly carry out a request from the Customer to amend, transfer or delete any of the Customer Personal Data necessary to allow the Customer to comply with its responsibilities as Controller;
- (g) promptly notify the Customer about any legally binding request for disclosure of Customer Personal Data by a law enforcement authority;

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- (h) promptly delete or return all Customer Personal Data to the Customer at Customer's choice, after the end of the provision of any services involving the Processing of Customer Personal Data and delete and procure the deletion of all copies of the Customer Personal Data unless applicable laws would require storage of the Customer Personal Data (only to the extent and for such period as required by applicable laws and Supplier will at all times ensure the confidentiality of Customer Personal Data);
- (i) permit Customer and/or its designated representative at any time upon reasonable written notice, to have access to the Supplier's premises, systems, equipment and other materials and data Processing facilities for inspection or audit purposes to monitor compliance with the Supplier's obligations under these Conditions and will allow for and contribute to such audits and inspections. Such inspection will not relieve Supplier of any of its obligations.
- (j) make available to the Customer all information necessary to demonstrate compliance with the obligations laid down in this Clause 14.1 and applicable Data Protection Laws; and
- (k) maintain written records of all the categories of Processing carried out by the Supplier on behalf of the Customer, including the name and contact details of any sub-processor, the Processing activities carried out by each sub-processor and any transfers of Customer Personal Data.
- (l) not process the Customer Personal Data anywhere outside the EEA without the prior written consent of the Customer (and subject then, in the event of any transfer outside the EEA, to the execution of any document or agreement which, in the reasonable opinion of the Customer, is required in order to lawfully effect any such transfer of Customer Personal Data).
- (m) where the Supplier sub-contracts any of its obligations under this Clause 14, with the consent of the Customer, it will do so only by way of written agreement with the Sub-processor which imposes the same obligations on the Sub-processor as are imposed on the Supplier under this Clause 14. In any event, the Supplier will be liable for the acts and omissions of its agents, personnel and Sub-processors as if they were its own acts and omissions.
- (n) will promptly (but in any event within 24 hours of discovery) notify the Customer by telephone and e-mail when there is, or the Supplier reasonably believes that there is, a Personal Data Breach and will provide the Customer with sufficient information to allow the Customer to meet any obligations to report to the Regulator or inform Data Subjects of the Personal Data Breach under the Data Protection Laws. The Supplier will cooperate with the Customer and take such reasonable commercial steps as are directed by the Customer to assist in the investigation, mitigation and remediation of each such Personal

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Data Breach. The Supplier will mitigate any harmful effect that is known to the Supplier of a use or disclosure of Customer Personal Data in violation of these Conditions or in connection with a Personal Data Breach and will not disclose to third parties any information about a Personal Data Breach involving Customer Personal Data without prior written and express permission of the Customer for such disclosure.

- (o) will, at no additional cost to the Customer, to the extent applicable, provide the Customer with all resources and assistance as required by the Customer for Customer to discharge its duties pursuant to Clause 35 and 36 GDPR including, promptly at the request of the Customer providing information in respect of any data protection impact assessment which the Customer conducts.

- 14.2 Nothing within this Clause 14 relieves the Supplier of its own direct responsibilities and liabilities under the GDPR as the Processor, to the extent applicable.

15 INTELLECTUAL PROPERTY RIGHTS

- 15.1 The Supplier irrevocably assigns its entire right, title and interest to any Intellectual Property Rights it may have at any time in the Work (the "**Supplier Intellectual Property Rights**") to the Customer, including the right to initiate court or other proceedings or to take any other action against any person for infringement of the Supplier Intellectual Property Rights.
- 15.2 All patterns, tools, drawings or documents, whether in hard copy or otherwise, supplied by the Customer will remain the Customer's property and will not be used by the Supplier in the service of any other company. All such items will be returned to the Customer upon completion of the Work or at the Customer's instruction.
- 15.3 The Supplier will not use Intellectual Property (whether registered or unregistered) of the Customer without prior written consent of the Customer.

16 SUSPENSION AND TERMINATION

- 16.1 The Customer will be entitled, without liability, to terminate or suspend, in whole or in part, an Order in respect of the Work upon giving notice in writing to the Supplier at any time prior to performance of the Work.
- 16.2 The Customer is not liable for any indirect or consequential loss or loss of profits suffered by the Supplier as a result of termination or suspension of an Order by the Customer pursuant to Clause 16.1.
- 16.3 The Customer will be entitled to terminate or suspend, in whole or in part, an Order by giving notice to the Supplier at any time if -

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- (a) the Supplier is in default of any obligations hereunder, including compliance with any delivery date;
- (b) in accordance with Clause 5.2; or
- (c) the Supplier becomes insolvent, makes any voluntary arrangement with its creditors, (being an individual or firm) becomes bankrupt, (being a company) becomes subject to an administration order, goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or a receiver is appointed over any of the property or assets of the Supplier.

16.4 Without prejudice to the Customers' other rights on suspension or termination, the Customer will be entitled to enter the Supplier's premises or any place where the Work is situated or supplied and in the case of products, materials or equipment, take possession of the whole or any part of the Work and remove the same, and title thereto (insofar as the same will not already be vested in the Customer) will forthwith vest in the Customer.

17 FORCE MAJEURE

Either Party may suspend performance of their obligations under these Conditions if it becomes unable to perform them as a result of any cause beyond the reasonable control of that Party, including war, threat of or preparation for war, embargo, armed conflict or terrorist attack). In the event of suspension pursuant to this Clause, the relevant Party will immediately notify the other Party specifying the nature of the event and the likely length of suspension. In the event of suspension by the Supplier, the Customer may at its sole discretion engage a third party to supply the Work until such time as the Supplier, upon giving notice in writing, is able once again to perform in accordance with these Conditions. If any suspension pursuant to this Clause lasts for more than sixty (60) calendar days, then either Party may, by notice in writing to the other, terminate these Conditions in thirty (30) calendar days.

18 STATUTORY AND SAFETY OBLIGATIONS

- 18.1 The Supplier will in performing an Order comply with all applicable laws, regulations, customs and good practice and where appropriate will comply with the Customer's Safety Requirements for Contractors.
- 18.2 The Supplier will provide the Customer in writing with such information as is necessary relating to the use of any goods and/or equipment supplied and/or used and its design, testing and use, relating to any conditions necessary to ensure it will be safe and without risk to health when properly handled, stored, transported and used.

19 ASSIGNMENT AND SUB-CONTRACTING

The Supplier will not assign or sub-contract an Order without the Customer's prior written consent. No assignment or sub-contract will relieve the Supplier of any of its

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obligations under an Order. These Conditions will be applied in all sub-contracts entered into by the Supplier.

20 WAIVER

- 20.1 A waiver of any provision of, or right under, these Conditions will only be effective if it is in writing and signed by the waiving Party and will only be applicable in the circumstances and for the purpose for which it is given.
- 20.2 The failure to exercise or delay in exercising a right or remedy provided by these Conditions or by law does not impair or constitute a waiver of the right or remedy or an impairment of or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these Conditions or by law will prevent or restrict the further exercise of that or any other right or remedy.
- 20.3 Except as otherwise expressly provided in these Conditions, the rights, powers and remedies of any Party provided under these Conditions are cumulative and not exclusive of any rights, powers or remedies provided by law.

21 NOTICES

Notices will be validly given if sent by email, or couriered delivery to the respective addresses of the Parties stated on an Order or to any address subsequently notified in writing by one party to the other.

22 ENTIRE AGREEMENT

- 22.1 Subject to Clause 22.2, an Order and these Conditions together constitute the entire agreement between the Parties and supersedes any prior understandings or agreements between the Parties (whether written or oral) in regards to the Work in an Order and it may not be amended or modified except in writing signed by a duly authorised representative of each Party, following either Party giving no less than sixty (60) calendar days previous written notice to the other.
- 22.2 Where the Supplier and the Customer have entered into a written agreement in relation to the subject matter of an Order, that written agreement will supersede these Conditions in relation to such an Order. These Conditions will only govern other engagements between the Supplier and the Customer to the extent such written agreement does not already cater for such Orders.

23 SEVERANCE

If any term of these Conditions is found to be illegal, invalid or unenforceable, in whole or in part, under any applicable enactment or rule of law, such term will, insofar as it is

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severable from the remaining terms, be deemed omitted from these Conditions and will in no way affect the legality, validity or enforceability of the remaining terms.

24 NO PARTNERSHIP OR AGENCY

Nothing in these Conditions is intended to, or will be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party.

25 THIRD-PARTY RIGHTS

Subject to the rights that may accrue to any successor or permitted assignees of the Parties, no provision of these Conditions is to be construed as creating any rights enforceable by a third party, and all third-party rights implied by law are, to the extent permissible by law, excluded from these Conditions.

26 FURTHER ASSURANCE

Each Party hereby agrees to execute any further such documents and do such acts and things as the other Party may reasonably require to give effect to these Conditions.

27 GOOD FAITH

Each Party will act in good faith in the performance of these Conditions, will cooperate with the other Party in relation to all matters concerning the Work and these Conditions, and will not unreasonably withhold, deny or delay any action, approval, direction, determination or decision required under these Conditions.

28 LAW AND LANGUAGE

- 28.1 An Order and these Conditions will be governed and construed in all respects in conformity with the laws of Dubai.
- 28.2 Any dispute arising out of or in connection with an Order and these Conditions (a "**Dispute**"), including any question regarding its existence, validity or termination, or relating to any non-contractual or other obligation arising out of or in connection with an Order and these Conditions or the consequences of its nullity, will be referred to and finally resolved by the Dubai Courts which will have exclusive jurisdiction to settle such Dispute.
- 28.3 All documentation provided by the Supplier in connection with an Order will be in the English language.