

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:

"Agreement" means the Order and the Conditions together referred to as the agreement.

"Anti-Corruption Policies and Anti-Corruption Legislation" means all applicable anti-corruption legislation and related procedures and codes from time to time in force in the UAE.

"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 Co L.L.C, 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;

"Customer's Policies and Procedures" means any policy, code, guideline, rules or the like issued and enforced by the Customer including but not limited to the food safety requirements, safety procedures, and any other similar document as communicated by the Customer to the Supplier.

"Data Protection Laws" all applicable UAE data protection and privacy laws in force as amended, replaced or superseded from time to time and the GDPR if applicable, as the case may be;

"Defects" has the meaning given to such term in Clause 6.2;

"Ethics Policy" means the policy attached to Annex A of this Condition.

"Emirates Group" means Emirates, dnata, dnata World Travel and any corporation or entity that any of the above entities controls, has management rights over, or holds 25% or more of the paid up capital;

"EU" means the European Union;

"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

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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;

"Resale Products" has the meaning given to such term in Clause 2.5;

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

"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;

"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 and or installation of the products, or supply of services or part thereof under an Order and shall include Resale Products.

- 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

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(b) will include all subordinate legislation made from time to time under that statute or statutory provision.

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 AND RE-SALE OF PRODUCTS

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.

2.5 The Customer may, from time to time, purchase the products from the Supplier for the purpose of reselling such products (the "Resale Products") to Emirates Group and to third parties.

2.6 The Supplier hereby authorizes the Customer to purchase the Resale Products from the Supplier and to market, sell, or incorporate for resale any such Resale Products to Emirates Group and to third parties.

2.7 The Customer reserves the right to determine, at its own discretion, the resale price of any Resale Products that it purchases from the Supplier and resells to Emirates Group and to third parties.

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 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.

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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 services or of compliant product(s), and or installation of products beyond the delivery date as set out in the Order. 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 these Conditions or otherwise.
- 5.3 To the extent that installation of products forms part of the Work, the Supplier will supply all labour, materials, tools, equipment, permits, and supervision for the complete and satisfactory installation of the products at the Site.
- 5.4 When installing the products or performing services are 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 Customer's 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 shall bear the cost of packing, loading and/or carriage of the Work.

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 immediately 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")

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7 DEFECTS

- 7.1 The warranty period for Defects in the Work, unless otherwise agreed between the Parties, is twelve (12) months either from: (a) the date of delivery of the Work to the Customer, or (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 whichever comes later (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 the 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.
- 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 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 27.2. 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

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8.2) and will indemnify the Customer against all liabilities, costs and expenses incurred in connection therewith, falling within the Supplier's jurisdiction.

8.7 Unless otherwise stated in the Order, the Supplier shall not increase the Charges until the completion of the Work.

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 Customer's property and will be stored separately from the Supplier's property.

10 SUPPLIER'S OBLIGATIONS, 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.

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.

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- 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.
- 10.7 If the products supplied by the Supplier are food related products, the Supplier will at all times during the term of the Work and its own expense ensure that:
- (a) appropriate licences and consents are in place as are required for the manufacture of the products (including halal certifications);
 - (b) adequate stocks of the products are maintained to enable demand thereof;
 - (c) on request, copies of all relevant common veterinary entry documents and health certificates relating to products of animal origin imported from outside the UAE, used in the manufacture of a product, are provided to the Customer;
 - (d) the general microbiological condition of raw and processed products will be such that no decomposition or development of undesirable sensory characteristics occurs over the life of the products;
 - (e) the products stored under normal conditions will be free from micro-organisms, and substances originating from those micro-organisms that could represent a hazard to health;
 - (f) where appropriate, for example canned goods and UHT milk, the product will be processed to maintain commercial sterility throughout its shelf life in accordance with good industry practice;
 - (g) the Customer is kept informed as to any changes to the legal requirements as to the labelling and packaging of the products, or the delivery, of which it becomes aware;
 - (h) the products are properly stored in accordance with good industry practice (including in compliance with the laws and regulations of the Dubai Municipality Health and Safety Department from time to time and ensuring that all of the Supplier's personnel handling the Products are food handler certified by the relevant authorities);
 - (i) it will not offer for sale any products which it is aware are not of satisfactory quality or fit for the purpose for which they are intended;
 - (j) it will comply with the Customer Policies and Procedures. Upon receipt of written request from the Supplier, the Customer shall share copies of all relevant Customer's Policies and Procedures in place;

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- (k) it will otherwise comply with any written requests from the Customer from time to time.
- (l) most accurate, comprehensive, and prevalent description of products are provided to the Customer. The Supplier shall immediately notify the Customer in writing and shall submit a copy of the updated product specification sheet, in case of any change in the ingredients, sub – ingredients, brand, recipe and or ingredient status of the products. The products shall not be supplied until such changes are being approved in writing by the Customer. The Supplier shall update the Supplier Nutritics Portal (“Portal”) once the product is approved by the Customer.
- (m) the Supplier shall declare and notify the Customer in writing the details of all known allergens (as listed in GSO UAE. S 9:2019) contained in the products.
- (n) The Supplier shall enter the ingredients, allergen and nutritional information relating to the products into their Portal. The Supplier shall keep the Portal updated throughout the Term of this Order.

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 in 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;
 - (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

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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 Both the parties shall comply with applicable Data Protection Laws and shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Order, process that Personal Data only to the extent necessary to complete the Order.
- 14.2 Both parties shall ensure that appropriate technical and organisational measures are in place to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected.
- 14.3 Both Parties shall ensure that all personnel who have access to or process Personal Data are obliged to keep the Personal Data confidential.
- 14.4 The Customer's Privacy Policy shall apply, a copy of which is accessible at www.emiratesflightcatering.com.
- 14.5 The Parties also agree to enter into separate data processing agreement or applicable GDPR standard data protection clauses as it may be deemed necessary.

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.

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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 -
- (a) the Supplier is in default of any obligations hereunder, including compliance with any delivery date;
 - (b) in accordance with Clause 5.2; or
- 16.4 Either Party will be entitled to terminate or suspend, in whole or in part, an Order by giving notice to the other Party at any time, if such other Party 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 their properties or assets.
- 16.5 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. In such an event, the Customer shall not be liable to make any payment to the Supplier during the period of suspension. The payment obligations to the Supplier shall only resume once the Supplier resumes their performance in accordance with this Agreement. If any suspension pursuant to this Clause lasts for more than thirty (30) calendar days, then either Party may, terminate these Conditions with immediate effect by giving written notice to the other Party.

18 STATUTORY AND SAFETY OBLIGATIONS

- 18.1 The Supplier will in performing an Order comply with all applicable laws, regulations, customs and good practice, Ethics Policy and the Customer's Policies and Procedures .
- 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.

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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 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 severable from the remaining

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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 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.

27 LAW AND LANGUAGE

- 27.1 An Order and these Conditions will be governed and construed in all respects in conformity with the laws of Dubai.
- 27.2 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.
- 27.3 All documentation provided by the Supplier in connection with an Order will be in the English language.

TERMS AND CONDITIONS OF PURCHASE (GENERAL PURCHASING)

ANNEX A

Ethics Policy

- 1) **Labour and Employment:** In performing their obligations under this Agreement the Parties mutually agree and undertake to use reasonable efforts to:
 - (a) To respect the principles of abolition of child labour and the elimination of all forms of compulsory or forced labour applicable in the UAE.
 - (b) Not to employ unregistered workers. In particular, it undertakes to honour all obligations with respect to reporting to the administrative, labour and tax authorities as required in the UAE.
 - (c) To respect labour regulations as well as all regulations specific to its activities applicable in the UAE. Both Parties undertakes in particular:
 - I. Not to practice any form of discrimination with respect to hiring or personnel management, and to promote equality in professional treatment;
 - II. Not to use any form of mental or physical coercion, or corporal punishment for disciplinary purposes and; and
 - III. To respect current UAE legislation with regard to working schedules, remuneration, training, collective bargaining, health and safety.
 - (d) To put in place measures for risk prevention to ensure safety in the workplace, a prime concern in the conduct of its activities.
 - (e) To implement quality measures and promote professional training for its personnel.
 - (f) The aforementioned will at all times be in accordance with UAE laws, regulations and public policy matters, provided in no event will any international law or convention apply to the Customer except for those that apply under UAE laws to the Customer.
- 2) **Environmental protection:** In performing their obligations under this Agreement the Parties mutually agree and undertake to use reasonable efforts to:
 - (a) support and respect the fundamental principles of environmental protection through the implementation of an environmental policy aimed at alignment with the best practices in the profession;
 - (b) ensure scrupulous respect of applicable UAE laws and regulations in effect, as well as general international environmental protection principles; and
 - (c) control the impact of its activities on the environment and to adopt a policy of continuous improvement.
- 3) **Anti-corruption and anti-bribery:** The Customer take a zero tolerance approach to bribery and corruption.

TERMS AND CONDITIONS OF PURCHASE (GENERAL PURCHASING)

- a) The Supplier agree that it and its affiliates have complied with the anti-corruption policies and anti-corruption legislation when entering into this Agreement and will comply with the anti-corruption policies and anti-corruption legislation throughout the term of this Agreement.
- b) The Supplier warrants that it shall not directly or indirectly offer, pay, promise, give or authorise any financial or other advantages on behalf of the Customer to any person in order to induce that person improperly to perform or omit to perform any activity in connection with a business or organisation, a person's employment or a public function and the Supplier shall promptly report any apparent breach of this clause.
- c) The Supplier shall maintain accurate and complete records of all expenditures related to the performance of the Agreement and make sure such records are available to the Customer, its advisors and auditors on reasonable notice.

The Supplier shall cooperate with the Customer and any third party engaged by the Customer in relation to any investigation or suspected breach in respect of matters relating to bribery, fraud, corruption or any related matter. Customer reserves the right to report actual or suspected breaches of this clause, the Agreement or applicable laws to responsible government officials and to cooperate in government investigations as may be deemed appropriate in Customer's sole discretion and Supplier consents to any disclosures that Customer may make in this regard.

4) Anti-Slavery Laws and Regulations:

- a. The Supplier shall (and all persons associated with the Supplier) comply with all applicable anti-slavery and human trafficking laws, regulations and standards from time to time in force.
 - b. The Supplier represent and warrant that neither the Supplier nor any persons associated with the Supplier have been convicted of any offence involving slavery and human trafficking or have been or are subject to investigation by any regulatory body.
 - c. The Supplier shall implement due diligence mechanism for its own suppliers, subcontractor and other participants in its supply chain to ensure that there is no slavery or human trafficking in its supply chain.
 - d. The Supplier shall notify as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain that is connected with this Agreement.
- 5) A breach of this Annex A will be deemed a material breach of this Conditions and may result in the immediate termination of this Work and/or legal action. Termination in accordance with this paragraph does not affect the operation of any other clause with reference to termination rights.