

General Purchase Terms and Conditions

1. **“Buyer”** or **“Awal Gulf”** means the entity issuing the Order, and any affiliates, subsidiaries, successors or assigns thereof. **“Seller”** means the person, firm or company to whom the Order is addressed. **“Materials”** means all the products and/or services to be supplied by Seller under the Order. **“Order”** means the purchase order issued by Buyer for the supply of Materials, which may be an oral communication or a written or electronic document, and may also include particular shipping instructions and/or other specifications required by Buyer for the Materials.
2. These terms and conditions, together with the Order, constitute an offer by Buyer to purchase the Materials from Seller pursuant to the terms and conditions described herein. This offer is not an acceptance or a confirmation of any previous offer or proposal from Seller, and this offer shall be deemed to be a rejection and counteroffer with respect to any previous offer or proposal from Seller. Acceptance of any shipment of the Materials shall not be construed as an acceptance of any such previous offer or proposal or an acceptance of any different or additional terms proposed by Seller.
3. This offer shall become an **“Agreement”** upon acceptance by Seller. Seller shall be deemed to have accepted this offer by commencement of performance called for in the Order, by delivery of the Materials to Buyer, by written acceptance or confirmation of this Agreement, or by any other act or communication constituting legal acceptance, whether or not any such acceptance or confirmation purports to state terms additional to or different from those stated herein. Buyer hereby expressly objects to and rejects any such additional or different provisions, and none of such provisions shall be deemed to be a part of this Agreement unless specifically agreed to in writing by Buyer.
4. **SALE OF MATERIALS**
 - 4.1 Seller agrees to sell, transfer and deliver the Materials to Buyer for the purchase price set forth in the Order, subject to all of the covenants, terms and conditions hereof.
 - 4.2 Buyer agrees to purchase the Materials, subject to all of the covenants, terms and conditions hereof, and to pay Seller the purchase price set forth in the Order. Typographical and other clerical errors in the Order are subject to correction. Buyer reserves the right at any time to modify the Order upon notice to Seller. Upon such notice to modify the Order, Buyer and Seller shall negotiate an equitable adjustment in price and/or time of performance. Buyer shall have the right to stop all or part of the work under the Order or cancel any future delivery of any Materials upon notice to Seller. Upon such notice to stop all or part of the work or cancel any future delivery of Materials, Buyer and Seller shall negotiate in good faith an equitable amount payable to the Seller by the Buyer to compensate the Buyer for his reasonable costs, subject to the Seller demonstrating that he has taken all reasonable steps to mitigate such costs.
 - 4.3 Seller agrees to obtain from Buyer a purchase order number for any and all purchase orders of goods and/or services. Seller further agrees that his commercial invoice will clearly state: a. description of each item with quantity, b. item code provided by buyer, c. unit price/total price and currency and harmonized system code (provided/approved) by Awal Gulf. Packing list should

show net and gross weight. Seller acknowledges that any invoice submitted to Buyer that does not clearly reference the above may be considered invalid by Buyer and may result in delayed payment.

For Imports the following statements must appear on the commercial invoice:

1. Goods manufactured by: (actual name of manufacture)
2. Address of manufacture (full address of manufacture)
3. Country of origin (actual)

5. PURCHASE PRICE AND TERMS OF PAYMENT

5.1 Materials shipped against this Agreement shall be invoiced at the price set forth in the Order. Unless otherwise specified on the Order, payment of the purchase price shall be due ninety (90) days after the later of Buyer's receipt of Seller's correct invoice for such shipment or the date on which the Materials are received by Buyer. Seller agrees that it will take no adverse action against Buyer for any invoices not paid resulting from Seller's failure to obtain or clearly reference purchase order numbers on the applicable invoices or accurately invoice Buyer.

5.2 the purchase price for the Materials shall include all taxes, customs duties, customs fees or other governmental charges due with respect to the Materials. Buyer shall, however, pay for any taxes that it is statutorily required to pay. Seller shall provide Buyer with documentation satisfactory to Buyer that establishes Buyer's statutory liability to pay such taxes. If Seller fails to provide such documentation, Buyer shall not be obligated to pay any such taxes.

5.3 Unless otherwise agreed in writing by the Buyer, Seller shall be responsible for all shipping and insurance costs, including without limitation, packing, crating, cartage and freight costs.

5.4 Buyer may set off any amount owing at any time from Seller to Buyer or any of its affiliates against any amount payable at any time by Buyer.

6. SHIPMENT, DELIVERY AND ACCEPTANCE

6.1 Seller shall deliver the Materials to the place designated for shipment by Buyer in the Order. Seller shall follow any shipping instructions provided by Buyer and shall properly and carefully package the Materials for shipment. Any loss or damage, whenever occurring, which results from Seller's improper packaging or crating shall be borne by Seller.

6.2 All items shipped shall be properly identified with Buyer's purchase order number and any purchase order item number or other identification number shown. Seller accepts full responsibility for the completeness and accuracy of all transport and customs documentation ("Shipping Documents") provided to Buyer. Seller accepts any liabilities resulting from incomplete or inaccurate data on Shipping Documents or failure to comply with any import or export requirements.

6.3 A detailed packing list is required showing number and contents of each package, net and gross weight of each package, total number of packages and net gross weight of total consignment. The packing list should also refer to the commercial invoice number The gross weight mentioned

on the packing list should tally with the gross weight mentioned on the master airway bill or bill of lading. In the event of consignments containing multiple containers an annexure should be attached to the packing list with stuffing details for each container (number of packages, net weight, gross weight etc.)

6.4 Notwithstanding anything herein to the contrary, Buyer shall have a reasonable opportunity to inspect the Materials after the same have been delivered to Buyer's premises. Buyer shall not be deemed to have accepted any such Materials until the expiration of such reasonable time for inspection. The parties acknowledge and understand that Buyer may inspect any commercial lot of the Materials consisting of numerous units of the same product by inspecting only a reasonable sampling of such units and that Buyer may revoke acceptance of any other units of such commercial lot which Buyer at a later time discovers to be defective. Upon rejection or revocation of acceptance of any Materials, Seller promptly shall replace or correct, at Buyer's option, any unsatisfactory units at Seller's expense, including all shipping costs. Buyer's failure to inspect or reject Materials, or payment for Materials, shall not relieve Seller of any of its obligations hereunder or constitute a waiver of any of Buyer's rights hereunder.

7. CHANGES

7.1 Buyer reserves the right at any time to change, by written notice, specifications, drawings, data incorporated in the Order where the items to be furnished are to be specially manufactured for Buyer, quantity, methods of shipment or packaging, place of delivery, time of delivery, and any other matters affecting the Order. If any change by Buyer causes an increase or decrease in the cost of, or the delivery schedule for, the Order, the Seller shall make an equitable adjustment in the contract price or delivery schedule, or both. Any claims by Seller for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from Seller's receipt of change. No additions to or modifications of price, delivery method or schedule, quantity, quality, specification, or any other term of the Order will be effective unless agreed to in writing by Buyer.

8. CERTIFICATE OF ORIGIN

8.1 The certificate of origin should be issued at the port of loading by the local chamber of commerce and must give a general description of the goods, refer to the commercial invoice number, state the total number of packages, net weight, gross weight and again the following statements must appear thereon:

8.1.1 Goods manufactured by (actual name of the manufacture)

8.1.2 Address of manufacturer (full address of the manufacturer)

8.2 The said certificate must be legalized in the country of origin by the relevant GCC Chamber of Commerce. If such a Chamber of Commerce does not exist then the certificate of origin must be legalized by the local Chamber of Commerce and attested by any other GCC embassy/consulate only.

9. WARRANTIES

9.1 By furnishing Goods and Services under the Order, Seller warrants that the Goods and Services furnished will be free from defects in materials and workmanship and safe to use, consume or

dispose of, be merchantable and in full conformity with Buyer's specifications, drawings, and data, and Seller's descriptions, promises, or samples will be fit for the ordinary purposes for which such Goods and Services are used; will be adequately contained, packaged, and labelled; will conform to the terms of the Order, and will be fit for the Buyer's intended use provided the Seller has reason to know of such use; and that Seller will convey good title to the Goods, free and clear of all liens, claims, and encumbrances. These warranties shall survive acceptance of the Goods and Services and are in addition to any warranties of additional scope given to Buyer by Seller. No implied warranties by Seller are excluded or disclaimed.

10. DEFAULT

10.1 Seller shall be deemed to be in default hereunder if it violates any of the terms hereof or fails timely to perform any of its covenants, duties or obligations hereunder, or if it performs or fails to perform any other act, whether pursuant to this Agreement or otherwise, which gives Buyer reasonable grounds to feel insecure with respect to Seller's future performance hereunder.

10.2 Upon default by Seller hereunder, Buyer may exercise any or all of the following rights and remedies, in addition to such other rights and remedies as may be provided hereunder or under applicable law: (i) Reject or revoke acceptance of any or all of the Materials, whether or not such Materials are defective and whether or not the condition of delivery thereof otherwise relates to, pertains to, concerns or gives rise to such event of default; and/or (ii) Terminate this Agreement without any obligation whatsoever with respect to Materials not yet delivered to Buyer at the time of such termination. Buyer's decision to pursue any one such remedy shall not be deemed to be an election not to pursue any other remedy at the same time or at any other time.

11. INDEMNIFICATION

11.1 Seller agrees to indemnify and hold Buyer harmless from and against any and all liabilities, costs, losses or expenses, including reasonable attorneys' fees, incurred or suffered by Buyer as a result of or in connection with Seller's breach of any of its obligations hereunder.

11.2 Seller agrees to indemnify and hold Buyer harmless from and in respect of any damages, losses or expenses which Buyer may suffer or incur (including reasonable attorneys' fees) arising out of, relating to or concerning any claim, action or allegation that any of the Materials (or the use of same in an intended manner) infringes any patent or intellectual property rights claimed by any third party provided that Buyer shall notify Seller in writing of any such claim, act or allegation promptly after learning of the same and shall assist and cooperate in the defence or settlement thereof. Such defence or settlement shall be at Seller's sole expense, and Seller shall pay all damages and costs finally awarded against Buyer as a result of any such suit or proceeding.

12. INSURANCE

12.1 Seller shall be covered by policies of insurance in forms and amounts as will protect Indemnified Parties from any Loss which may result, in any way, from any act or omission of Seller, its agents, employees, or subcontractors, and from any claims under applicable worker' compensation laws or regulations and as otherwise satisfactory to BUYER. Seller shall provide certificates of insurance and endorsements to BUYER evidencing that all insurance coverage

required by BUYER is in full force and effect. All insurance obligations of Seller are in addition to Seller's obligations of indemnity and shall not be construed as limiting Seller's indemnity obligations to the amount of the insurance coverage.

13. NOTICES

13.1 Each communication to be made hereunder shall, unless otherwise specified, be made by email, fax, personal delivery or courier delivery.

13.2 Any communication or document to be made or delivered by one person to another pursuant to this contract shall (unless that other person has by five business days' written notice to the other specified another address or fax number) be made or delivered (in English, marked for the attention of the correct person and in legible form) to that other person at the relevant email, address or fax number identified in this Article below and shall be deemed to have been made or delivered when dispatched by facsimile (provided such facsimile is correctly addressed and a confirmation report confirming completed transmission to the correct facsimile number is received at the transmitting terminal) or when delivered by courier or personal delivery at any of the below addresses or when a delivery receipt is received when delivered by email.

13.3 The email address of Awal Gulf for all notices under or in connection with this Agreement are is **AGMCO@Batelco.com.bh**

14. GENERAL PROVISIONS

14.1 In order to assess Seller's performance under and compliance with the Agreement, including but not limited to Seller's compliance with respect to pricing, specifications, warranties and certifications, Buyer and/or its designated representative(s) shall have the right upon reasonable notice to Seller to access and audit Seller's facilities book records, goods and services related to the Agreement and Materials. The costs of any such audit will be paid by Buyer, unless the audit reveals any nonconformance by Seller, in which case Seller will promptly reimburse Buyer for the reasonable costs of the audit.

14.2 Seller shall furnish, at Seller's expense, all labor, materials, equipment, transportation, facilities and other items that are necessary to meet the Order requirements. Time is of the essence in Seller's performance. Seller must immediately notify Buyer whenever Seller has knowledge of an actual or potential delay to the timely performance of the Order. In the event of Seller's refusal or failure to meet the delivery date(s) specified in the Order, Buyer may, without limiting its other rights and remedies, direct expedited routing and charge excess costs incurred thereby to Seller, or cancel all or part of the Order.

14.3 This Agreement shall constitute the complete understanding and contract between Seller and Buyer with respect to the subject matter hereof and supersedes any prior written or oral understandings with regard thereto. No purported amendment, modification or waiver of any provision of the Agreement shall be binding on Buyer unless set forth in a written document signed by an authorized representative of Buyer. Any waiver shall be limited to the circumstance or event specifically referenced in the written waiver document and shall not be deemed a

waiver of any other term of the Agreement between Seller and Buyer or of the same circumstance or event upon any recurrence thereof.

14.4 Seller may not assign or subcontract any of its rights or obligations without Buyer's prior written consent. Seller is responsible for the performance or non-performance of any subcontractor and will indemnify, defend and hold harmless Buyer from and against all claims, actions, losses, damages, costs and expenses (including reasonable attorneys' fees) arising from any subcontractor's acts or omissions.

15. APPLICABLE LAW AND DISPUTES

15.1 If any dispute, controversy or claim arising out of or in connection with this Agreement, or their breach, termination or invalidity shall be finally settled solely under the applicable laws of kingdom of Bahrain, which Seller and Buyer declare to be known to them.

16. SEVERABILITY

16.1 If any term, covenant, condition or provision of this Contract shall be invalid, illegal or unenforceable, the remainder of this Contract shall not be affected thereby, and each remaining term, covenant, condition and provision shall be valid, legal and be enforced to the fullest extent permitted by law.