

TERMS AND CONDITIONS OF PURCHASE (GENERAL PURCHASING OF GOODS)

SELLER IS ADVISED TO READ THESE TERMS & CONDITIONS CAREFULLY.

THESE TERMS AND CONDITIONS SHALL GOVERN THE PURCHASE OF GOODS BY BUYER FROM SELLER AND SHALL APPLY TO THE EXCLUSION OF ANY OTHER TERMS AND CONDITIONS THAT SELLER MAY REFER TO, SEEK TO RELY ON, IMPOSE OR INCORPORATE, OR WHICH ARE IMPLIED BY TRADE, CUSTOM, PRACTICE OR COURSE OF DEALING, INCLUDING, WITHOUT LIMITATION, SELLER'S STANDARD TERMS AND CONDITIONS OF PURCHASE, IF ANY, UNLESS EXPRESSLY AGREED TO IN WRITING BY BUYER.

1. DEFINITIONS

1.1. In these Conditions, the following definitions apply:

"Affiliate(s)" means any person or entity which Controls, is Controlled by, or under common Control of a party.

"Buyer" means Emirates, DNATA or any other entity specified in the RFQ (as the case may be), their servants or agents.

"Buyer's Safety Requirements for Contractors" means the information to be found at: http://www.procurement.ekgroup.com/english/registered_suppliers/safety_requirements.aspx?Menu=4

"Change Order" means a written amendment issued by Buyer to Seller in respect of any particular Contract, as contemplated under Clause 8 hereof.

"Conditions" means these terms and conditions of purchase as amended from time to time by Buyer.

"Contract" means an Order, which is accepted by Seller, pursuant to Clause 2.2 below, as may be amended, from time to time, by Change Order.

"Control(s) or Controlled" means the ability to direct the affairs of another whether by virtue of the ownership of shares, contract or otherwise.

"Delivery Address" means the location at which the Goods are to be delivered as noted in the Contract.

"Delivery Date" means the delivery date specified in the relevant Contract.

"Force Majeure Event" means an event beyond the reasonable control of a party including strikes, lock-outs or other industrial disputes (save for in respect of the affected party's employees), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm.

"GCC" means the Arab states of the Gulf originally (and still colloquially) known as the Gulf Cooperation Council.

"Goods" means any goods or equipment or part thereof to be acquired and supplied under a Contract.

"Intellectual Property Rights" means all patents, rights to inventions, utility models, copyright, all other rights in relation to inventions, registered and unregistered trademarks (including service marks), registered and unregistered designs, trade, business and domain names circuit layouts, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights,

moral rights, rights in confidential information (including, without limitation, know-how and trade secrets) and all other rights intellectual property rights, including but not limited to the industrial, scientific, literary and artistic fields sectors, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“**Order**” means a purchase order submitted by Buyer to Seller pursuant to Clause 2.2.

“**Price**” means all sums payable by Buyer to Seller for the Goods as detailed in a relevant Contract.

“**RFQ**” means the request for quotation issued by Buyer to Seller in respect of the Goods.

“**Seller**” means the person, firm or company issued with the Order and any servants, permitted sub-contractors or agents of such person, firm or company.

“**Specification**” means the specification in terms of quality, shelf-life (in the case of perishables) and description in respect of the Goods, as prescribed in the RFQ or a Contract, unless otherwise varied by a Change Order.

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

“**Working Days**” means any day (other than a Friday, Saturday or a public holiday) when banks in UAE are open for retail business.

1.2. In these Conditions, unless a contrary intention appears:

- (a) a reference to the singular includes a reference to the plural and vice versa;
- (b) a reference to a gender includes a reference to the opposite gender;
- (c) a reference to a party includes a reference to its authorised employees and agents; and
- (d) headings are inserted for the purpose of convenient reference only and do not form part of these Conditions.

2. ACCEPTANCE OF ORDER

- 2.1. An Order constitutes an offer by Buyer to purchase Goods from Seller in accordance with these Conditions.
- 2.2. An Order shall be submitted to Seller electronically and Seller shall acknowledge acceptance of the Order, and any Change Order in respect thereof, in the manner prescribed in the Order, within five (5) Working Days of receipt of the relevant Order or Change Order, as applicable.
- 2.3. Seller’s completion and submission of an acknowledgment in respect of any particular Order or Change Order, as applicable, as contemplated under Clause 2.2 above, shall represent Seller’s unequivocal acceptance of and agreement to comply with the Order or Change Order, as applicable, subject exclusively to these Conditions.
- 2.4. As mentioned above, any other terms and conditions of purchase to which Seller may refer to, seek to rely on, impose or incorporate in respect of any particular Order or Change Order, as applicable, including, without limitation, any terms and conditions contained in any acknowledgement, are expressly excluded.

3. WARRANTIES AND UNDERTAKINGS

- 3.1. Seller warrants that the Goods shall:

- (a) be in strict compliance with samples, patents, drawings, the Specifications and other requirements (including performance specifications) provided, approved, or adopted by Buyer and as further set out in any Contract;
 - (b) conform strictly with all generally accepted industry standards and practices;
 - (c) be merchantable and of completely new and high quality and sound materials;
 - (d) be fit for the particular purpose for which it is supplied and intended;
 - (e) be free from any and all liens or encumbrances on title; and
 - (f) be manufactured, packaged and labelled in accordance with all applicable laws regulations, industry codes and standards of the country or countries of manufacture, distribution, and use.
- 3.2. To the extent that the Goods procured under these Conditions are for the temporary use by Buyer, Seller warrants that such Goods shall at all times be maintained in a satisfactory and safe operating condition by suitably qualified and competent personnel supplied by Seller. Buyer reserves the right to require the replacement of any such personnel or Goods that does not comply with the foregoing provisions, at Seller's sole cost.
- 3.3. Seller warrants that it is the legal and beneficial owner of the Goods or any materials used in respect of the Goods immediately before:
- (a) delivery of the Goods to Buyer; and
 - (b) any acceptance of the Goods by Buyer.
- 3.4. Seller warrants that the Goods will at no time infringe the Intellectual Property Rights of any third person including but not limited to, rights derived from laws protecting personality, including but not limited to those protecting a person's image.
- 3.5. Seller further represents and warrants to Buyer that:
- (a) it holds and shall continue to hold all necessary permits, licenses and approvals to manufacture, market and/or sell the Goods;
 - (b) that it is free to enter into a Contract and is not under any restriction or prohibition which might prevent it from performing or observing any of its obligations under a Contract; and
 - (c) it is not aware of any rights of any third party that would or might render the provision of the Goods unlawful.
- 3.6. Seller represents and warrants to Buyer that it has not paid or given or agreed to pay or give, whether directly or indirectly, any fee, commission, payment, salary, gift or other form of consideration ("**Commission**") to any employee of any member of the Emirates Group ("**Employee**") or any agent, third party contractor engaged in the performance of a Contract or independent representative acting on behalf of Seller ("**Relevant Party**"), in connection with Buyer or the performance of a Contract at any time.
- 3.7. Seller hereby represents and warrants that it shall not at any time hereafter, directly or indirectly, pay or give, or indirectly provide, any Commission to any Employee or any Relevant Party, in connection with the entering into or the performance of a Contract at any time.
- 3.8. Seller hereby represents and warrants that it shall not, and shall procure that its employees, agents, sub-contractors or representatives shall not, make any payments or provide anything of value, directly, indirectly, or through any other means whatsoever, to any official or employee or any governmental, legislative, regulatory entity, or use any illegal, unethical, or improper methods (including any methods which may constitute a violation of

the laws of the countries where the Goods are provided, the countries where Buyer and/or Seller are organized, or any other country whose laws may apply to either of the parties or to their respective Affiliates, for the purpose of: (i) influencing any act or decision of such official in his official capacity, (ii) inducing such official to do or omit to do any act in violation of his lawful duty, (iii) securing any improper advantage, or (iv) inducing such official to use his influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality for the benefit of Buyer.

4. PAYMENTS

- 4.1. In consideration of the satisfactory delivery of the Goods, Buyer shall pay Seller the Price in the manner hereinafter provided, which shall be without prejudice to Buyer's rights hereunder expressed or implied and shall not be deemed to be acceptance of any defective Goods.
- 4.2. Seller shall send Buyer a detailed invoice or invoices as per the provisions of the relevant Contract, clearly stating the document number reflected on the relevant Order and the item numbers in respect of the Goods.
- 4.3. Unless otherwise specified in the relevant Contract, payment will be made within sixty (60) days of receipt of an invoice by an appropriate representative of Buyer of both (i) the Goods to the satisfaction of Buyer, and (ii) Seller's true and correct invoice at Buyer's invoicing address, as recorded on the relevant Contract, together with all required supporting documents as may be reasonably requested by Buyer.
- 4.4. Unless otherwise stated herein, Seller shall be responsible for all taxes, imposts, fees, duties and the like related to the delivery of the Goods to Buyer and shall indemnify Buyer against all liabilities, costs and expenses incurred in connection therewith.
- 4.5. Subject to Clause 6.3, in case of partial delivery of the Goods and at the sole option and discretion of Buyer, the applicable Price reflected in the relevant invoice shall be prorated to cover the value of the Goods actually provided.
- 4.6. Neither receipt nor payment for the Goods under a Contract will constitute Buyer's acceptance of the Goods or imply that the Goods meet the Specifications or comply with the provisions of Clause 3 above; or that Seller has fulfilled any of its obligations hereunder; or that Buyer has waived any of its legal rights.

5. INSPECTION AND TESTING

- 5.1. Buyer will receive the Goods subject to a right to inspection and the right to reject the Goods. Buyer shall at all reasonable times be allowed to inspect and test the Goods at any time prior to acceptance or following delivery, whichever shall be the later.
- 5.2. To the extent that inspection is to occur prior to delivery of the Goods, Seller shall give Buyer not less than fourteen (14) days' notice that the Goods are ready for inspection and/or testing. In the event that inspection occurs post-delivery of the Goods then Buyer shall be entitled to a period of fourteen (14) days within which to inspect the Goods from the date of receipt of the Goods at the Delivery Address. If, following inspection of the Goods by Buyer, it is discovered that all or some of the Goods are (a) defective; and/or (b) damaged; and/or (c) do not conform with either (i) the provisions of Clause 3, and/or (iii) any applicable laws regulations, industry codes and standards, then Buyer shall be entitled, without limiting any of Buyer's legal rights, at its sole election, to terminate the relevant Contract, in whole or in part, and require Seller to either:
 - (a) replace or repair some or all of the relevant Goods to the complete satisfaction of Buyer (at no additional cost to Buyer) and/or
 - (b) require Seller to issue a refund/credit note to Buyer in respect of all or some of the relevant Goods, as applicable.

In the event that any defect or damage to the Goods is latent, Buyer shall have [fourteen (14)] days, from the discovery of the latent defect or damage, to notify Seller and thereafter Buyer shall have the option of terminating the relevant Contract, replacement or repair of the Goods or refund, as referred to herein.

- 5.3. To the extent that replacement or repaired Goods are provided in respect of Clause 5.2 above, Seller shall submit the replacement or repaired Goods for inspection and testing in accordance with the procedure outlined in Clause 5.2 above.
- 5.4. In the event that Buyer terminates any relevant Contract, pursuant to any rights reserved hereunder, Buyer will have no obligation to Seller other than to allow Seller to collect the rejected Goods at a time and place that Buyer specifies to Seller, at Seller's sole cost and expense. Buyer may claim from Seller the reasonable storage and insurance expenses incurred from the time that any rejected Goods were received until Seller collects the same from Buyer.
- 5.5. Inspection, testing or acceptance of the Goods or any waiver of any rights in respect thereof by Buyer shall not relieve Seller from any obligations under a Contract or otherwise, including without limitation, responsibility for any defects subsequently found in materials and/or workmanship.

6. DELIVERY

- 6.1. Seller shall ensure that the Goods shall be delivered at the Delivery Address on the Delivery Date. To the extent that an RFQ expressly references a specific requirement for the Goods to comply with any regulatory specifications, the Seller shall provide evidence of compliance to the Buyer on the Delivery Date.
- 6.2. Time is of the essence for purposes of these Conditions and hence, delivery of the Goods shall be effected in the manner(s) and at time(s) specified by Buyer in the relevant Contract and Seller shall bear all applicable costs in respect thereof. If the Goods are not delivered in accordance with Buyer's requirements as set out in any relevant Contract, Seller shall be responsible for any additional risk, costs and expense arising therefrom. Unless otherwise provided, Seller shall be responsible for and bear the cost of packing, insuring, loading and unloading and carriage/freight of the Goods until delivered at the Delivery Address. Title and risk of loss shall pass from Seller to Buyer in accordance with Clause 6.3 or Clause 12 below, as appropriate.
- 6.3. As to the Goods that must cross international borders for delivery, such Goods will be delivered in accordance with Delivered Duty Paid (DDP) INCOTERMS 2000 (Delivery Address), unless otherwise specified in a relevant Contract, and Seller shall insure the Goods at his expense until delivery at the Delivery Address.
- 6.4. In the event that the Goods are not delivered at the Delivery Address on the Delivery Date or in the event that there are shortages in the Goods delivered, Buyer may reject the delivery and terminate the relevant Contract with no obligation or liability to Seller whatsoever, and reserves the right to claim damages from Seller for non-performance. Alternatively, Buyer may, in its sole and absolute discretion, allow Seller additional time to make delivery of the relevant Goods, without prejudice to any rights that Buyer may have in respect of damages for breach of contract against Seller.

7. PRODUCT WARRANTY AND DEFECTS

- 7.1. Subject to Clause 7.3, Seller hereby warrants that the goods shall be free from all defects in design, workmanship and material for a period of twelve (12) months from their Delivery Date (the "**Warranty Period**").
- 7.2. Subject to Clause 5.2, Seller shall be responsible for remedying, at its sole cost and expense, any defects that may arise in the Goods during the Warranty Period. Seller shall guarantee for a further period of twelve (12) months 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, Seller's liability shall not cease

merely because Buyer has been unable to give notice of the defect to Seller within the said Warranty Period. If any defects which Seller is obliged to remedy under this Clause are not remedied within a reasonable time or circumstances render it impracticable for Seller to do the same, Buyer may do so itself or authorise others to do the same, and Seller shall reimburse Buyer for all costs arising there from.

- 7.3. The warranty under Clause 7.1 and Buyer's remedies hereunder are in addition to Buyer's other rights and remedies in respect of the Goods existing under contract and/or at law and/or under any other form of standard warranty offered by the Seller in respect of the Goods.

8. CHANGE ORDER

- 8.1. Seller shall perform any changes required by Buyer, which may include additions to, or reductions in, the quantity and quality of Goods subject to a Contract. Buyer shall give notice of such changes to Seller in writing who shall promptly advise Buyer in writing of their reasonable effect on Price and the Delivery Date, within 7 days following receipt of the Change Order. Subject to Clause 8.2, no changes to any Order shall be accepted by Buyer unless authorised in a Change Order and accepted by Seller in accordance with Clause 2.2 above.
- 8.2. In the event that the parties are unable to agree on the reasonable effect of a Change Order on Price and Delivery Date in any particular Order within 7 of raising the issue with the Seller in writing, Buyer shall have the right, to terminate the relevant Contract immediately by written notice and without need for a court order or any further notice.

9. ASSIGNMENT AND SUB-CONTRACTING

Seller shall not assign or sub-contract a Contract, in whole or in part, without Buyer's prior written consent. No permitted assignment or sub-contract of a Contract shall relieve Seller of any of its obligations under that Contract and Seller shall remain jointly and severally liable. These Conditions shall be applied, *mutatis mutandis*, in all sub-contracts entered into by Seller.

10. STATUTORY AND SAFETY OBLIGATIONS

- 10.1. Seller shall in performing a Contract comply with all applicable laws, regulations, customs and good practice and where appropriate shall comply with Buyer's Safety Requirements for Contractors, as updated from time to time.
- 10.2. Seller shall provide Buyer, in writing, with such information as is necessary relating to the use of the Goods supplied and/or used and their design, testing and use, relating to any conditions necessary to ensure they will be safe and not pose a risk to health when properly handled, stored, transported and used.

11. SUSPENSION AND TERMINATION

- 11.1. Buyer shall be entitled to terminate or suspend an Order at any time prior to acceptance in accordance with Clause 2.2.
- 11.2. Without limiting its other rights or remedies, Buyer shall be entitled to terminate a Contract, with immediate effect and without the need for a court order, or suspend a Contract and/or further deliveries of Goods under a Contract, upon written notice, if Seller:
- (a) is in default of any obligations hereunder, including without limitation compliance with any Delivery Date; or
 - (b) 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 Seller.

12. TITLE AND RISK

- 12.1. Subject to Clause 6.3, title in the Goods shall pass to Buyer on the earlier of either:
- (a) payment of the full Price for the Goods by Buyer; or
 - (b) acceptance of the Goods following delivery, subject to the rights reserved in respect of Clause 5.2.
- 12.2. Notwithstanding transfer of title (in whole or in part) as contemplated in Clause 12.1(a) above, risk of loss in the Goods shall remain with Seller until the Goods are delivered in accordance with Clause 6 above, unless such provisions have been varied in a relevant Contract or subsequent Change Order, as applicable.
- 12.3. To the extent applicable, all materials or equipment to be incorporated in the Goods, the title of which has passed to Buyer, which remains in the possession of Seller, shall be clearly marked as Buyer's property and shall be stored separately from Seller's property until delivered by Seller to Buyer in accordance herewith.

13. INDEMNITIES, LIMITATION OF LIABILITY AND INSURANCE

- 13.1. Seller shall indemnify, defend and hold harmless Buyer, and its Affiliates, against any action, claim, liability, damages, cost, expense and losses (including but not limited to any direct, indirect or consequential losses (whether foreseeable or not), loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) whether in contract, tort (including negligence), breach of statutory duty, or otherwise whatsoever arising by reason of:
- (a) Seller's breach or negligent performance or non-performance of any applicable provision of a Contract; and/or
 - (b) any infringement or alleged infringement of the Intellectual Property Rights of any person other than Buyer relating to the Goods; and/or
 - (c) injury to, or death of, any persons caused or contributed to be the negligence or breach of contract or other legal duty of Seller or, irrespective of the negligence or breach of duty of Buyer, loss or damage to any property; and/or
 - (d) Seller's breach of a warranty or representation contained herein.
- 13.2. Buyer, and its Affiliates, shall under no circumstances whatever be liable to Seller, whether in contract, tort (including negligence), breach of statutory duty, or otherwise for any loss of profit, loss of goodwill, or any indirect or consequential loss, including without limitation, loss of anticipated sales or clientele nor for any expenditure or investment effected in order to perform a Contract nor for damages, compensation or indemnification of any nature whatsoever, arising under or in connection with an Order, Contract or Change Order or the termination or suspension thereof and Seller hereby waives and renounce any rights to receive any such payment or benefit under any applicable law, regulation or rule. Buyer's total liability to Seller in respect of all other losses arising under or in connection with a relevant Contract whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed a sum equal to the Price payable by Buyer to Seller under a relevant Contract.
- 13.3. Seller shall maintain appropriate and adequate insurance with a reputable insurer in respect of all liability and risk as are customary in the context of the supply and delivery of the Goods to Buyer and shall provide to Buyer, on demand, valid certificates of insurance in respect thereof. Seller shall ensure that its insurance shall cover all its liabilities hereunder, including, without limitation, all types of liabilities referred to in Clause 13.1.
- 13.4. This Clause 13 shall survive termination of a Contract.

14. CONFIDENTIALITY

- 14.1. Seller shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and/or have been disclosed by Buyer, its Affiliates, employees, agents and any other confidential information concerning Buyer business, products, processes or services which Seller may obtain under a Contract (whether marked as confidential or not). Seller shall restrict disclosure of such confidential information to such of its employees, agents or permitted sub-contractors on a need to know basis for the purpose of discharging Seller's obligations under a Contract, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind Seller hereunder.
- 14.2. The obligations of confidentiality imposed under Clause 14.1 shall not apply to any confidential information which Seller can prove by written record, is required (and only to the extent required) to be disclosed by the applicable law of any relevant jurisdiction, provided prompt written notice of this is given to Buyer, prior to such disclosure, so that Buyer may attempt to object to such disclosure being made.
- 14.3. Seller shall not refer to its business relationship with Buyer for promotional or advertising purposes without Buyer's prior express written consent.
- 14.4. This Clause 14 shall survive termination of a Contract.

15. FORCE MAJEURE

- 15.1. If Buyer or Seller is unable to perform an obligation under a Contract, by reason of a Force Majeure Event, which could not have been avoided or overcome by the use of reasonable diligence and foresight, the affected party shall immediately notify the other party in writing (being no later than two (2) Working Days), stating the date and extent of the suspension and its cause, provide an estimate of how long such circumstances are likely to continue, which shall entitle the affected party to a reasonable extension of time for performance of its obligations. The omission to give such notice shall forfeit the rights of that party to claim suspension.
- 15.2. In the event that the Force Majeure Event continues for more than four (4) weeks either party may terminate the relevant Contract upon thirty (30) days' notice, without need for a court order or further notice.

16. LIENS AND CLAIMS

- 16.1. Seller agrees to pay, discharge and hold Buyer harmless from all liens, claims (including legal fees and other expenses incidental thereto), judgements and awards which may arise out of or in connection with this Order. Seller shall at Buyer's request, furnish proof satisfactory to Buyer that all such liens, claims, suits, judgements and awards have been satisfied or released. Buyer shall also have the right to make payment direct to any holder of such lien or claimant such payments to be reimbursed by Seller on demand.
- 16.2. Seller 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 Buyer to perform any of its obligations under the Order is to seek financial relief in respect thereof.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1. Seller irrevocably assigns its entire right, title and interest to any Intellectual Property Rights it may have at any time in the Work (the "Seller Intellectual Property Rights") to Buyer, including the right to initiate court or other proceedings or to take any other action against any person for infringement of the Sellers Intellectual Property Rights.

- 17.2. All patterns, tools, drawings or documents, whether in hard copy or otherwise, supplied by Buyer shall remain Buyer's property and shall not be used by Seller in the service of any other company. All such items shall be returned to Buyer upon completion of the Work or at Buyer's instruction.

18. ERRORS

Seller shall immediately notify Buyer in writing of any error, omission, deficiency, ambiguity or contradiction in a Contract and shall not commence or continue with performance of its obligations under the respective Contract until written clarification and confirmation from Buyer has been obtained.

19. LAW AND LANGUAGE

- 19.1. Each Contract and these Conditions shall be governed and construed in accordance with the laws of the Dubai International Financial Centre ("DIFC").
- 19.2. In the event that a Seller's registered address is located within the GCC, any dispute arising out of or in connection with the formation, performance, interpretation, nullification or termination of a Contract, in any manner whatsoever, shall be subject to the exclusive jurisdiction of the courts of the DIFC, Dubai. For the purposes of this Clause 19.2 and Clause 19.3, the reference to registered address pertains to the registered address of the actual Seller entity supplying the Goods and not the registered address of any parent or head office of the Seller entity.
- 19.3. In the event that a Seller's registered address is outside the GCC, Any dispute arising out of or in connection with a Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC-LCIA Arbitration Centre ("**Rules**"), which Rules are deemed to be incorporated by reference into this Clause 19.3. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be DIFC, Dubai. The language to be used in the arbitration shall be English.
- 19.4. All documentation provided by Seller in connection with an RFQ and/or an Order and/or a Change Order and/or a Contract shall be in the English language.
- 19.5. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Conditions.

20. NOTICES

- 20.1. Any notices or other communication required to be given under or in connection with a Contract be in writing and shall be validly given personally, sent by email (or any other means of electronic written communication provided that the notice attached to such communication is in pdf format and signed by a duly authorized signatory of the relevant party) or facsimile or sent by commercial courier to the respective addresses of the parties stated in the Contract or to any address subsequently notified in writing by one party to the other.
- 20.2. Any notice or other communication shall be deemed to have been duly received if:
- (a) delivered personally, when left at such address; or
 - (b) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or
 - (c) if sent by fax, on the next Working Day after transmission; or
 - (d) if sent by e-mail or electronic communication, the date of transmission provided that acknowledgement of receipt is obtained.

21. ENTIRETY

Buyer and Seller hereby agree that a Contract, which is governed by these Conditions, constitutes the entire agreement between the parties in respect of the purchase of the Goods by Buyer from Seller under a relevant Contract and supersedes all prior agreements and understanding written or oral related thereto. Seller acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Buyer which is not set out in a Contract. It is expressly agreed that no variations to a Contract shall be effective unless made in writing, signed by the parties, or via a Change Order.

22. WAIVER

A failure or delay in exercise or partial exercise of a right arising from a breach of any provision of a Contract is not to be regarded as a waiver of that right nor preclude or restrict its further exercise. A waiver of any right under a Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default.

23. SEVERANCE

- 23.1. If a court or any other competent authority finds that any provision of a Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of a Contract shall not be affected.
- 23.2. If any invalid, unenforceable or illegal provision of a Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

24. STATUS

Nothing in a Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way. A person who is not a party to a Contract shall not have any rights under or in connection with it.