

1. DEFINITIONS.

- 1.1 In this Agreement the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:
"Affiliate" means any company which is a subsidiary or holding company of the relevant company or another subsidiary of any such holding company.
"Agreement" means these Terms and Conditions, together with the Purchase Order, the Purchase Order Variation and all appendices attached hereto, as originally executed or as may from time to time be supplemented or amended in accordance with the applicable provisions hereof.
"Buyer / DIFM" means Darwish Interserve Facility Management WLL.
"Claims" means claims, liens, judgements, penalties, awards, remedies, debts, liabilities, damages, demands, costs, losses, expenses or causes of action, of whatever nature, including without limitation, those made or enjoyed by dependents, heirs, claimants, executors, administrators, successors, survivors or assigns.
"Goods" means the goods specified in this Agreement to be supplied by the Supplier pursuant to and in accordance with the terms of this Agreement.
"Party" or **"Parties"** means the Buyer and the Supplier together or individually as the context requires.
"Purchase Order" means the order for the supply of Goods/Services attached hereto.
"Services" means the work to be performed in accordance with this Agreement and includes the provision by the Supplier of all labour, plant, materials, equipment and the like necessary to carry out such work.
"Supplier" means the person, company or other entity specified in the Purchase Order with whom the Agreement is made.
"Supplier's Personnel" means the employees, directors and / or officers of the Supplier's group employed, engaged or provided under this Agreement.
"Terms and Conditions" means these Terms and Conditions for the Supply of Goods/Services.
"Variation" means the addition to, the deduction from, or any other way of varying the Goods/Services, the Supplier's performance of the work associated with the Goods/Services or any other matter under this Agreement.
- 1.2 The captions and titles in this Agreement are for convenience only and shall not constitute a part of this Agreement nor be considered interpretive hereof.
- 1.3 Words in this Agreement importing the singular only shall also include the plural, words importing the masculine gender shall include the feminine and neuter and references to person shall include firm, corporation or partnership where the context requires.

2. GOODS AND SERVICES.

- 2.1 Supplier agrees to perform the Services and/or provide Goods in accordance with this Agreement.
- 2.2 The Supplier shall be deemed to have read all documentation relating to this Agreement in order to determine the type, quantity and quality of resources including personnel that will be required to perform the Services or supply the Goods and the Supplier shall obtain for itself a full understanding and knowledge of the nature and scope of the Services or the Goods and of the conditions set out in this Agreement under which the Services are to be carried out, or the Goods are to be supplied.
- 2.3 Upon (i) any performance under the Purchase Order or (ii) acknowledgement or acceptance of a Purchase Order, Supplier shall be bound by the provisions of this Agreement. Any terms or conditions contained in any letter, email, fax, acknowledgment, invoice, and/or other communication of Supplier are excluded and only the Purchase Order and the Terms and Conditions shall apply to the performance of the Services or the supply of the Goods.

3. DELIVERY.

- 3.1 Delivery of Goods shall be made pursuant to the delivery schedule and any applicable conditions set out in the Purchase Order. If no delivery schedule for Goods is specified, delivery shall be made as soon as is reasonably practical by the most expeditious form of transportation using the least expensive carrier.
- 3.2 DIFM reserves the right to reschedule any delivery schedule at any time prior to delivery of any Goods/Services and shall advise the Supplier, in writing, of the revised delivery date.
- 3.3 If for any reason DIFM is unable to accept delivery of Goods at the time when the Goods are due and ready for delivery, Supplier shall store the Goods, keep them safe and take all reasonable steps to prevent their deterioration until actual delivery.
- 3.4 Performance of the Services shall be made pursuant to the performance schedule and any applicable conditions set out in the Purchase Order. DIFM reserves the right to reschedule the performance of the Services or any part thereof.
- 3.5 DIFM shall not be subject to any charges or other fees as a result of rescheduling delivery/ performance except as expressly agreed to in writing by DIFM at the time of rescheduling.
- 3.6 Time for delivery of the Goods and time for performance of the Services shall be of the essence of this Agreement.
- 3.7 If the Goods are to be delivered, or the Services to be performed, by instalments, this Agreement shall be treated as a single agreement and not severable.
- 3.8 Supplier shall properly package and secure all Goods in suitable containers properly labelled to permit safe transportation and handling. DIFM may require that the Purchase Order number appear on all shipping containers, packing sheets, delivery tickets, and bills of lading.

4. VARIATION.

DIFM shall have the right at any time to require the Supplier to perform a Variation(s) by giving notice in writing to the Supplier and the Supplier shall carry out such Variation as directed by DIFM. Any Goods/Services subject to the Variation shall be paid for by DIFM at the same rates and/or prices set out in the

Purchase Order, if appropriate rates and/or prices are set out herein and on the same terms as set out in Clause 6 below. If not applicable, then reasonable rates and/or prices for the Services/Goods subject to the Variation shall be mutually agreed between DIFM and the Supplier.

5. PROPERTY AND RISK.

Title to, and risks of loss or damage to the Goods shall pass to DIFM in accordance with this Agreement and upon receipt by it of the Goods at the designated destination, without prejudice to Clause 9 below. If the Goods ordered are destroyed prior to title passing to DIFM, DIFM may at its option terminate this Agreement or require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as reasonably practicable. If loss of Goods is partial, DIFM shall have the right to require delivery of the Goods not destroyed. Payment due to Supplier will then be pro-rated for Goods delivered.

6. PAYMENT.

In consideration of Supplier rendering the Services and/or providing the Goods in accordance with the provisions of this Agreement, DIFM will pay Supplier for all Goods delivered and Services properly performed in accordance with this Agreement. Payment shall not constitute acceptance of the Goods delivered or the Services performed. Each invoice submitted by Supplier together with all supporting documents must be provided to DIFM within no later than thirty (30) days of completion of the Services or delivery of Goods and must reference the applicable Purchase Order. Unless a later time is specified on the Purchase Order, DIFM will make payment of the undisputed portion of all properly issued invoices within sixty (60) days from the date of receipt of the Services and/or Goods.

7. TAXES.

- 7.1 Unless otherwise specifically stated in the Purchase Order, Supplier shall be solely responsible for any taxes, duties, levies and import or export or similar duties and fees.
- 7.2 The Supplier shall pay, and ensure that any Supplier's subcontractor shall pay, all income, corporation or similar taxes howsoever described and all penalties and interest thereon assessed on the income, profits and gains accruing to the Supplier or any Supplier's subcontractor from the operation of this Agreement. The Supplier shall be responsible for, indemnify, defend and hold harmless DIFM against any Claims whatsoever arising in connection with liability of the Supplier or any Supplier's subcontractor for any such taxes, penalty or interest. Further, the Supplier shall be responsible for, indemnify, defend and hold harmless DIFM against any Claims whatsoever arising in connection with all taxes assessed or levied against or on account of wages, salaries, benefits paid to the Supplier's Personnel.

8. WARRANTIES.

- 8.1 The Supplier is expert in the provision of the Goods/Services and DIFM is at all times relying on the skill, knowledge and workmanship of the Supplier.
- 8.2 Services Warranty: Supplier represents and warrants that all Services shall be completed in a professional, workmanlike manner by appropriately skilled and qualified personnel, with the degree of skill and care that is required by current, good and sound professional practices, and in compliance with the delivery schedule or deadline(s) for delivery as may be applicable to the Supplier.
- 8.3 Goods Warranty: Supplier warrants that (i) all Goods will be new, comply with their description and specification, if sold by sample correspond to their sample, and be fit for purpose; (ii) all Goods will be free from defects in design, materials and workmanship and for a period of no less than the Warranty Period (as defined and set out in the Purchase Order) commencing from the date of acceptance by DIFM; (iii) Goods are/or Services do not infringe any third party intellectual property rights, and (iv) Supplier has and will pass good title to the Goods to DIFM, free from any liens and encumbrances.
- 8.4 All Warranties: All warranties provided under this Clause 8 shall be construed as conditions to this Agreement. Supplier shall furnish to DIFM Supplier's standard warranty and service guaranty applicable to the Goods, and Services, which shall also be made available to DIFM's customers.
- 8.5 Repair and Replacement: At DIFM' option, the Supplier shall, at no cost to DIFM promptly repair or replace defective or non-conforming Goods after receipt of DIFM written notice of a defect, together with all reasonable evidence thereof, which notice shall be given by DIFM within a reasonable time after discovery. Replacement Goods shall be new, unused and comply fully with the provisions of this Agreement. The warranty provisions set forth in Sub-Clause 8.3 above shall apply to any repaired or replacement Goods. Without limiting the Supplier's obligations under the above warranty provisions and where Liquidated Damages Amount (as defined below) is applicable, Goods not in compliance with the warranty provisions shall be deemed delayed Goods and DIFM shall have the right to exercise any of its rights and options set forth in Clause [16] below.

9. INSPECTION AND REJECTION.

DIFM shall not be deemed to have accepted any Goods or accepted the performance of any Services until it has had a reasonable time to inspect and/or test them for conformity with the requirements of this Agreement. Without prejudice to any other rights or remedies that DIFM may have, DIFM may require that Supplier at its risk and expense (i) replace some or all of the rejected Goods with Goods that comply with this Agreement; (ii) perform some or all of the Services in accordance with this Agreement; and/or, (iii) credit or refund DIFM with some or all of the invoiced price as the case may be.

10. INDEMNITY.

Supplier shall on demand indemnify and hold harmless DIFM, its officers, directors, customers, agents and employees, against any and all Claims, liabilities, damages, losses and expenses (including any lawyers' and litigation fees) arising

out of or in any way connected with the supply of Goods or the performance of the Services, or failure of supplier to comply with any provision of this Agreement, including, without limitation, (i) any Claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean-up costs, (ii) any Claim by a third party against DIFM.

11. INSURANCE.

Supplier shall maintain such insurances as are necessary to cover the liability of Supplier pursuant to this Agreement and Supplier shall produce to DIFM on demand either the policies of such insurances and the receipts for all premiums paid thereunder or a current certification of insurance from the insurers under such policies.

12. INTELLECTUAL PROPERTY RIGHTS.

Nothing in this Agreement shall operate to transfer any intellectual property rights existing prior to the date of this Agreement or not related to this Agreement. All intellectual property rights developed by or on behalf of Supplier further to this Agreement shall be the property of DIFM without any condition. Service Provider waives (or shall procure waiver of) any "moral rights" in any intellectual property to the extent permitted by applicable law. If any intellectual property rights in Goods or Services cannot lawfully be dealt with in accordance with the immediately preceding two sentences, Supplier shall procure an exclusive, worldwide, irrevocable, perpetual, royalty-free license, with the right to grant sub-licenses, to use, adapt, modify, exploit, maintain and copy such intellectual property rights. Supplier shall ensure that the provision of the Goods and/or Services does not infringe the intellectual property rights of any third party. Supplier shall do or shall procure that all things shall be done as are reasonably necessary to achieve, perfect or record the assignment or grant of rights in this Clause 12.

13. FORCE MAJEURE.

In the event of non-performance, partial performance or delay resulting from any reason beyond the reasonable control of DIFM to this Agreement, DIFM and Supplier shall use reasonable endeavours to perform its obligations under this Agreement but otherwise DIFM shall have no liability to the other Party other than to promptly notify the other Party. Where non-performance or delay continues for more than fourteen (14) calendar days, DIFM may terminate this Agreement without compensation to Supplier by notice in writing. However, the supplier agrees solely bear all liability and consequences for force majeure or unforeseen incident

14. TERMINATION.

14.1 DIFM may terminate this Agreement if liquidation, winding-up, insolvency, cessation of payments, compositions or analogous proceedings occur in relation to the Supplier, then DIFM shall be at liberty to terminate this Agreement immediately by notice in writing without compensation to Supplier.

14.2 DIFM may, without prejudice to its other rights and remedies hereunder, terminate the whole or part of this Agreement without cause on giving the Supplier a written notice and shall, subject to the receipt of a valid invoice, pay Supplier for all Goods delivered or Services performed in accordance with this Agreement up to the date of termination, but shall not be liable to pay any other costs which may have been incurred or which may arise due to Agreement cessation.

14.3 If Supplier commits a material breach of this Agreement and where such breach is capable of being remedied and Supplier does not take action to correct such breach within seven (7) calendar days (or such other period as DIFM may specify) of receipt of notice to correct the same, DIFM may by notice terminate this Agreement forthwith without prejudice to any other rights and remedies available to DIFM.

15. LIMITATION OF LIABILITY.

In no event shall DIFM be liable to the Supplier, for any incidental, indirect, special or consequential damages arising out of, or in connection with this Agreement (whether or not DIFM was advised of the possibility of such damage). Nothing in this Agreement shall exclude or limit the liability of a Party to the other to the extent not permitted by applicable law.

16. LIQUIDATED DAMAGES.

If the Supplier fails to deliver all or part of the Goods and/or Services by the delivery date(s) and in accordance with the delivery conditions specified in the Purchase Order, then the Supplier shall be liable to DIFM for liquidated damages specified in the Purchase Order ("Maximum up to the PO value"). The Liquidated Damages Amount for which the Supplier may become liable under this Clause are agreed between the Parties as a genuine pre-estimate solely for the losses which may be sustained by DIFM in respect of the delay in delivery of the Goods and/or the performance of the Services. DIFM shall be entitled to set-off any Liquidated Damages Amount against any payment due, or which may become due to the Supplier under the Purchase Order or any other contract with the Supplier. In the event that no payments are due to the Supplier, then the Supplier shall on written demand pay to DIFM within seven (7) calendar days such Liquidated Damages Amount.

17. NON_EXCLUSIVITY AND INDEPENDENT CONTRACTOR.

Supplier is engaged on a non-exclusive basis. Supplier shall act as an independent contractor for all purposes and neither the Supplier nor its employees or subcontractors shall be nor deemed to be either expressly or impliedly employees of DIFM. This Agreement does not create any partnership agreement between DIFM and the Supplier.

18. SURVIVORSHIP.

Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement. Clauses 10, 12, 15, 19 and 20 shall survive termination of this Agreement.

19. CONFIDENTIALITY.

Save as required by law the Supplier shall safeguard and treat as confidential this Agreement and all information, documents and materials which they respectively acquire in connection with this Agreement until any of the relevant confidential information enters the public domain through no fault of the Supplier. All drawings, specifications and information supplied by DIFM to Supplier or created by Supplier in connection with this Agreement shall only be used for the purpose of performing this Agreement and Supplier shall not, and shall procure that the Supplier's Personnel and Supplier's subcontractors shall not, during the term of this Agreement or at any time thereafter, disclose or misuse any such material without the prior written consent of DIFM. Supplier shall promptly return all information, drawings, specifications, documents and/or other materials to DIFM at its request. The Supplier shall not without the prior written consent of DIFM, make any public statement about this Agreement or any information relating to it.

20. DATA PROTECTION.

Where Supplier is requested to process personal data (or its equivalent as may be defined under applicable law) on DIFM' behalf under this Agreement, Supplier shall take all appropriate technical and security measures to ensure that such personal data is protected against loss, destruction or damage and against unauthorized or unlawful access, use, modification, disclosure or other misuse. Supplier shall at all times only process personal data supplied by DIFM in accordance with the express instructions of DIFM and in accordance with the applicable law.

21. ASSIGNMENT AND SUB-CONTRACTING.

21.1 Supplier shall not assign or sub-contract any or all of its rights and/or obligations under this Agreement without obtaining the prior written consent of DIFM. Any assignment or transfer without such prior written consent shall be null and void.

21.2 DIFM shall be permitted to assign and re-assign all or any of the provisions of this Agreement to any of its Affiliates without the prior consent of the Supplier.

22. NOTICES.

All notices or communications required hereunder shall be in writing, and shall be addressed to the Parties at the email address or physical address indicated on the Purchase Order and shall be deemed to have been received (i) in the case of email, within twenty four (24) hours of sending provided the sender receives a delivery and read receipt or (ii) in the case of personal delivery, when delivery or refusal is confirmed by a reputable international courier.

23. GENERAL.

23.1 This Agreement constitutes the entire agreement between the Parties and supersedes any previous oral or written agreement between the Parties in relation to its subject matter.

23.2 Without prejudice to DIFM's right to undergo Variations, no addition to or variation of it shall have any effect unless in made writing and agreed by a person duly authorized, on behalf of each of Supplier and DIFM.

23.3 In the event of any conflict or ambiguity between the Purchase Order and the Terms and Conditions, the Purchase Order shall prevail. In the event of any conflict or ambiguity between the terms of these Terms and Conditions and the terms of any other document, attachment, schedule or exhibit forming part of this Agreement (other than the Purchase Order), the terms of these Terms and Conditions shall prevail.

23.4 Nothing in this Agreement shall exclude or limit either Party's liability for fraud or negligence.

23.5 A delay or failure by either Party in exercising, or a partial exercise of a right or remedy under this Agreement shall not be deemed to be a waiver thereof, unless such waiver is given in writing and signed by the authorized representative of such Party.

23.6 Any part of Agreement found by any court or other competent authority to be unenforceable shall be considered severable so as not to affect the remainder of this Agreement in any way.

23.7 Each Party agrees at the request of the other at its own cost to do anything further, or execute or deliver any further document, which is necessary to give effect to this Agreement.

23.8 A person who is not a party to the Agreement has no rights to enforce any part of this Agreement (whether under any applicable law or otherwise) to the extent permitted by law.

24. GOVERNING LAW AND JURISDICTION.

24.1 This Agreement shall be governed by and be construed in accordance with the laws of the State of Qatar.

24.2 Courts of the State of Qatar shall have the exclusive jurisdiction to adjudicate such disputes under this Agreement.