

**1. DEFINITIONS**

- (i) “Company” means Khansaheb Civil Engineering LLC whose registered office is at Al Rashidiya, P.O Box 2716, Dubai. U.A.E.
- (ii) “Goods” means the goods, articles and materials which are to be supplied by the Supplier pursuant to the Order including the provision of any Services that may be required;
- (iii) “Purchase Order” means the Purchase Order document as issued upon which the particular requirements of the Company are stated;
- (iv) “Order” means and comprises the Purchase Order, any documents referred to therein and these Conditions together comprising a contract of supply between the Company and the Supplier;
- (v) “Services” means any design or other services to be provided by the Supplier either expressly described in the Order or as may reasonably be inferred to ensure the obligations of this Order are met.
- (vi) “Site” means the place to which the Goods are to be delivered by the Supplier as detailed on the Purchase Order;
- (vii) “Supplier” means the company identified in the Purchase Order;
- (viii) “Valid Invoice” means a tax invoice that complies with condition 2 below and the requirements of Federal Decree law No. (8) of 2017 on Value Added Tax and the associated Executive Regulations.
- (ix) The Company’s “Worker Welfare Procedure” means the Company’s Worker Welfare Procedure as available in the Company’s Main Office and as updated by the Company from time to time.

**2. GENERAL TERMS & CONDITIONS**

- 2.1. The Purchase Order is an instruction by the Company to the Supplier to provide the specified Goods in compliance with the Order. The Supplier having previously given its offer or quotation to the Company upon which the Order is based shall satisfy itself as to the accuracy and acceptability of the Order and in the event the Supplier disagrees with any part of the Order the Supplier shall identify to the Company in writing within 3 calendar days of the date of the Purchase Order the specific nature of the disagreement. Unless such notice is received by the Company the Supplier shall be deemed to have accepted the Order and the delivery of the Goods to the Site shall in any event be on conclusive evidence of the Supplier’s acceptance of the Order.
- 2.2. The Supplier warrants that it has not, and will not, act in contravention of its obligations under the United Kingdoms’ Competition Act 1998, the Enterprise Act 2002, the Bribery Act 2010, or the Modern Slavery Act 2015 or any amendment of these Acts. The Supplier also undertakes, without limitation, not to enter into anti-competitive dialogue with, or to bribe, any party or person and to comply with the terms of the Khansaheb Supplier Code of Conduct when providing the Goods and Services required by this Order.
- 2.3. The Supplier shall ensure that the Goods are supplied to the Site within the delivery period stipulated on the Order. Should the Supplier fail to do so the provisions of Clause 2.11 and/or 2.12 shall apply.
- 2.4. The Supplier warrants and guarantees that the items supplied will conform to the agreed description and specification with the provision of mill/test certificates where required. In the absence of any specified standard to the contrary, all Goods/Services supplied by the Supplier shall:
  - a) strictly conform to the relevant ASTM/BS and/or other specifications applicable to the Goods
  - b) be properly protected to prevent damage during transit, offloading and storage on site
  - c) be in perfect condition free of patent and latent defects

- d) be supplied with all relevant information (including safety data sheets) documentation and instructions necessary for the safe use of the **Goods**
  - e) be supplied and delivered in accordance with the Company's internal minimum standards documentation (commonly known as K Standards), as available in the Company's Main Office and as updated and extended by the Company from time to time
- 2.5. The Company may elect to inspect the Goods at time of delivery, such inspection whether carried out or not shall not relieve the Supplier from any of its obligations under this Order.
- 2.6. The Supplier shall allow the Company reasonable access to its place of manufacture and/or storage to inspect the Goods prior to their dispatch to the site or to carry out audits. Any tests required by the Order, or retesting consequent upon a failed test, shall be carried out entirely at the Supplier's cost. Any additional tests required by the Company shall be at the Company's cost save where such tests are required as a consequence of the Company (acting reasonably) having concern as to the actual quality of Goods supplied, in which case the cost shall be borne by the Supplier. The Supplier shall also allow the Company reasonable access to all its Accommodation Facilities and the Accommodation Facilities of its supply chain for the purposes of assessing the welfare provisions for its workers.
- 2.7. The Supplier shall:
- a) provide an original weighbridge certificate from a site approved by the Emirates Authority for Standardization and Metrology (or other recognized international standard), for all Goods for which payment is to be calculated by reference to weight;
  - b) provide to the Company a 'certificate of conformity' certifying the compliance of the Goods with the relevant standards required by this Order;
  - c) provide a uniquely numbered delivery ticket for countersignature by the Company at the site;
  - d) ensure its employees, agents and Subcontractors operate in accordance with the Company's site safety procedures when accessing, operating and loading/unloading within the Site; including compliance with all enhanced safety standards (known as K Standards);
  - e) ensure its employees, agents and Subcontractors and their vehicles comply with all relevant Health and Safety legislation and their general duty in respect of the care and welfare of the public and the public highway;
  - f) provide all COSHH documentation in respect of any dangerous substances to the Company prior to dispatch of Goods to the Site;
  - g) be responsible for and pay all costs associated with the cost of handling, transportation, taxation, certification, and;
  - h) indemnify the Company against any claim for costs, losses and damages in respect of any royalties, or breach of any intellectual property rights associated with the supply of the Goods whether arising in the United Arab Emirates or elsewhere.
- 2.8. Unless the Purchase Order states otherwise, the rates and or prices quoted in this Order are fixed and not subject to fluctuation for inflation or any other mechanism. Quantities identified as 'provisional', 'approximate', 'estimated' or similar, are not warranted by the Company as the actual amounts required but will be instructed by the Company pursuant to this Order. Changes in quantities will not, in any event, be a reason for varying the quoted rates and or prices.
- 2.9. All payment requests shall be in the form of a Valid Invoice. A Valid Invoice shall clearly identify the Suppliers VAT Number and Purchase Order number in full and a unique invoice number, the date of issue, its issuing office and a contact name and number. The invoice shall be addressed to the Company at the office identified in the Purchase Order and shall identify the numbered delivery tickets for which payment is sought, description and

quantities of the Goods supplied at the rates and or prices contained in the Order, or as may have been agreed in writing pursuant to the terms of this Order.

- 2.10. The Supplier may apply to the Company for payment for Goods delivered in accordance with this Order at monthly intervals. All Valid Invoices for which no query is raised by the Company shall be paid by the Company within 90 days from the first day of the following month in which Valid Invoice are raised, and received by the Company at its identified office, unless stated otherwise in the front sheet of the Purchase Order.
- 2.11. In the event the Goods or any part thereof fail any required test, or do not, in the Company's reasonable opinion, meet any standard required by this Order, or the Supplier commits any material breach of this Order, then the Company, acting reasonably, may at its sole discretion terminate this Order and cancel any undelivered Goods upon the giving of a written notice to the Supplier at its address stated in the Purchase Order.
- 2.12. Notwithstanding the Company's right to terminate under Clause 2.11, in the event that the Supplier's performance does not meet the standards of this Order and is in any way likely to jeopardise the Company's ability to comply with any obligation that exists under any other separate agreement, the Company shall intervene and take whatever measures are necessary to reduce the impact of the Supplier's breach and deduct the associated costs from any payments due to the Supplier. In such cases the Supplier shall be liable to the Company for any costs, loss and damage that may arise as a consequence of the Supplier's breach of the Order whether the Company has exercised their right to terminate under Clause 2.11, or not.
- 2.13. The Order shall be subject to the laws of United Arab Emirates and the parties submit to the exclusive jurisdiction of Dubai Courts in respect of any dispute hereunder.

### **3. BUSINESS ETHICS**

- 3.1. The Supplier undertakes, warrants and represents that in the performance of its obligations under this agreement that it and each member of its own supply chain shall comply without limitation with all applicable laws, statutes, regulations and codes from time to time in force and where there is no conflict shall as a minimum comply with the Company's Worker Welfare Procedure. Any breach of this Clause 3.1 by the Supplier shall be deemed a fundamental breach of the Supply Agreement and shall entitle the Company to terminate the Supply Agreement under Clause 2.11.
- 3.2. The Supplier represents and warrants that:
  - a) its responses to the Company's due diligence questionnaires are complete and accurate; and
  - b) neither the Supplier nor any of its officers, employees [or other persons associated with it] has been convicted or is in the process of being investigated for any offence involving slavery and human trafficking, bribery or any breach of competition law.

The Supplier shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains to ensure that there is no slavery or human trafficking, bribery or breach of competition law within its own supply chains.

- 3.3. The Supplier shall notify the Company as soon as it becomes aware of any breach, or potential breach, of Clause 3.2 by it or any member of its own supply chain.
- 3.4. The Supplier shall:
  - a) allow the Company a general right of audit, and in particular a right to audit their accommodation facilities and give access to their employees to be interviewed where deemed appropriate.

- b) demonstrate they have taken reasonable and appropriate steps to ensure that their own supply chain meet the requirements of the Company's Worker Welfare Procedure.
- 3.5. The Supplier shall conduct a programme of regular training for its officers, employees, agents, subcontractors and other members of its supply chain to ensure compliance with the policies as set out in the Company's Worker Welfare Procedure.
- 3.6. The Supplier shall indemnify and hold harmless the Company, its Shareholders, Directors, officers and employees in full and on demand from and against any and all liabilities, claims, fines, demands, damages, losses, costs or expenses (including legal and other professional adviser's fees and disbursements), interest and penalties incurred by them howsoever arising whether wholly or in part resulting from a breach of the policies as set out in the Company's Worker Welfare Procedure.
- 3.7. The Supplier represents, warrants and undertakes that it conducts its business in a manner that is consistent with the policies as set out in the Company's Worker Welfare Procedure.

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