



INTERNATIONAL PURCHASE ORDER STANDARD TERMS AND CONDITIONS

This International Purchase Order (hereinafter called 'IPO'), is valid for the amount stated on page 1 of this order. Products and/or Services listed on the Purchase Order shall be delivered to the location specified or collected in accordance with the following terms and conditions:

1. The Supplier acknowledges that Al Khayyat Contracting & Trading (hereinafter called 'KCT') is purchasing the Products and/or Services as described on this IPO and in line with the applicable INCOTERMS as detailed in this international purchase order.
2. Supplier shall supply the Products and perform the Services as KCT may request from time to time, subject to this Agreement and the applicable IPO without limiting the foregoing, this Agreement shall apply to the supply of all Products and performance of all Services by Supplier or its sub-contractors to KCT, but nothing in this Agreement shall obligate KCT to order any Products or Services from Supplier or prevent KCT from procuring Products or Services from any other supplier.
 - (a) Supplier shall not supply Products or perform Services without an IPO. KCT may, at its sole discretion, reject any Products supplied or Services performed for which no Purchase Order has been issued at any time after becoming aware that the Products and/or services are not supported by a Purchase Order and refuse payment for those Products and/or Services or in a case where KCT has already paid for the Products and/or Services, the amount paid shall be deemed a debt due and payable by Supplier to KCT.
 - (b) Time of performance of Supplier's obligations is of the essence of this Agreement and each Purchase Order, including, with regard to time of supply of the Products and performance of the Services.
3. Supplier shall bear and insure against the risk of loss and damage to the Products and title and risks to the Products shall transfer to KCT when the products are collected or delivered to KCT's premises in Qatar.
4. The total price payable by KCT for the Products and/or Services and any other items are indicated on this purchase order. Such amount shall be due and payable within the "payment terms" set out within this IPO after all of the conditions specified in Paragraph 1 have been satisfied.
5. Please see Qatari documentation checklist detailed at the end of the terms and conditions which details all supporting documents required in relation to this shipment.

Packing and Shipping unless otherwise specified in this order and all shipments are to be made in accordance with INCOTERMS. Prior to exportation one copy of the required customs invoice shall be enclosed in a waterproof envelope clearly marked Customs Invoice and attached to the outside of the no1 shipping container in each shipment. At the time of shipment seller shall forward by fax or electronic means copies of the commercial invoices and bills of lading covering each shipment marked for the attention of the buyer. All goods shall be packed per best commercial practice for export shipment in a manner to comply with carrier regulations and prevent damage or deterioration during handling shipment and indoor storage for up to 90 days at destination. Each container shall be marked clearly in English. Each container to have a consecutively assigned number, the no 1 container in each shipment to contain one English copy of the packing list unless otherwise specified the price includes the cost of preparing and packing for the shipment, boxing and crating, container marking, furnishing packing lists and test reports. Unless otherwise specified and incorporated in the IPO buyers final inspection and acceptance shall be at destination.

6. Non-Conforming goods the buyer and seller agree that the Products ordered pursuant to the order are unique goods. If the seller fails to or delivers defective or non-conforming products buyer may,
 - a) Accept all or part of the defective or non-conforming products at an equitable price reduction.



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- b) Reject all or any part of a delivery of defective or non-conforming products and demand delivery of conforming products. All rejected products shall be shipped at sellers cost.
- c) Make or have a third party make all repairs, modifications, or replacements (the corrections) necessary to enable such product to comply in all respects with order requirements and charge the cost incurred to the seller.
- d) Rescind this IPO.

The buyer may at any time terminate the performance of work in whole or in part if the buyer determines that termination is in its interest. The buyer will pay as agreed between both parties a settlement proposal arising out of that termination.

The Sellers prices stated in this IPO are not subject to exchange rate adjustments and include applicable taxes and duties.

7. Inspection, acceptance and Rights of Access Buyer, buyers authorized representatives, its customer, higher tier contractor shall have the right to inspect and test all material and workmanship at all reasonable times and places including, when practical, during manufacture and before shipment. Seller shall provide all information, facilities and assistance necessary for a safe and convenient inspection test without additional charge. Buyer's final inspection and acceptance shall be at destination in accordance with the buyer's procedures. A provision giving buyer the right to enter sellers subcontractor's and supplier's premises shall be included by seller in its subcontracts under this IPO.
8. Supplier warrants and covenants to KCT that the Products when delivered shall conform to the specifications or description set out in this Agreement and/or the Purchase Order / IPO;
 - i. the Products shall be of satisfactory quality and fit for the purpose held out by Supplier or made known to Supplier;
 - ii. it has good and transferable title to the Products and the Products, when delivered, shall be free from defects in design, workmanship and materials;
 - iii. the Services shall conform to the service levels set out in this Agreement and/or the Purchase Order;
 - iv. the Services shall be performed with due care and skill as a reasonably prudent provider of similar services would use under similar circumstances;
 - v. the Services shall be performed in a safe, diligent and workmanlike manner in accordance with generally accepted industry practices and sound engineering principles; and
 - vi. Supplier shall utilize the technical competence, financial capacity, management skills and competent and qualified personnel and equipment necessary to carry out its obligations.
9. Supplier shall promptly:
 - (a) remedy, free of charge, any failure of a Product to comply with the warranties in this Agreement; and
 - (b) Re-perform, free of charge, any Services which fail to comply with the warranties in this Agreement, provided that KCT notifies Supplier of the relevant defect or non-conformity in writing within 30 days after becoming aware of the same. If, within three days after KCT has notified Supplier of a defect or non-conformity supplier has not initiated correction, or if Supplier is not at any time diligently pursuing correction, KCT may correct the defect or non-conformity and Supplier shall be liable for all reasonable costs of repair and/or replacement. Following accrual for this right of correction to KCT, Suppliers subsequent responses shall not limit KCT's right to correct.
10. The following Clauses shall apply:



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- (a) Definition. For the purposes of this Clause, "KCT Content" means any and all trademarks, service marks, names, logos, data, texts, pictures, sound, video, graphics, icons, symbols and other materials, in whatever form, including any intellectual property rights related thereto, that are owned or licensed by KCT or any of its Affiliates and provided by KCT to Supplier for use pursuant to this Agreement.
- (b) Conditions of Use. Supplier undertakes to KCT that:
- (i) It and its Affiliates shall not to use the KCT Content for any purpose other than the purpose which is authorized by KCT in writing in connection with this Agreement;
 - (ii) All representations of the KCT Content shall comply strictly with the format approved by KCT in writing;
 - (iii) It and its Affiliates shall not use the KCT Content in conjunction with other marks, names or identification (whether belonging to Supplier or a third party) without the prior written consent of KCT; and
 - (iv) Without prejudice to any rights and remedies available to KCT, forthwith recall and at KCT's option, destroy or deliver up to KCT, all materials, media and document on which the KCT Content are used in any manner not expressly permitted by KCT under this Agreement.
- (c) No re-Printing, Copying etc. Supplier represents, warrants and undertakes that at no times shall it or any of its Affiliates (or any of their respective Representatives) be permitted to engage, or be engaged, whether directly or indirectly, in the re-printing, copying, falsification, reproduction, distribution, modification, making, sale, offering to sell, import, use or exploitation of the KCT Content or Products in any way whatsoever in whatever medium and in any territory.
- (d) Intellectual Property. All KCT Content shall remain the exclusive property of KCT and/or its Affiliates. Supplier shall not and shall ensure that its Affiliates and their respective Representatives shall not use the KCT Content for any purpose whatsoever in the world save that KCT hereby grants to Supplier a limited, non-transferable, non-exclusive right (without right to sub-license) to use, reproduce and modify any KCT content solely as expressly directed by KCT for use in the manufacture of the Products for supply to KCT only. To this end, Supplier shall protect all KCT Content against unauthorised access and reproduction to the same extent as it protects its own property, which shall in any event be not less than reasonable protection, and shall implement any protective and/or security measures as KCT may designate from time to time to Supplier.
- (e) Return of KCT Content etc. upon termination for any reason or expiry of this Agreement, or at any time upon KCT's request, Supplier shall promptly return to KCT any and all KCT Content and confidential information and all copies and reproductions of the Products (whether wholly or partly printed or manufactured) then in progress together with any associated documentation.
11. Supplier shall keep confidential and secure, and not misuse for its own gain or otherwise, any information belonging to KCT which is identified as, or would reasonably be expected to be, proprietary, confidential and/or commercially sensitive. Supplier may only disclose or use such information other than in connection with the performance of its obligations under this Agreement if:
- (a) Required by law,
 - (b) Authorised in writing by KCT, or
 - (c) Such information is or becomes through no default of Supplier, public information, or is lawfully received by Supplier from a third party on an unrestricted basis, or is already known to Supplier before receipt from KCT. This obligation of confidentiality shall survive termination of this Agreement for whatever reason for a period of 3 years from the date of termination.
12. Supplier may not assign this Purchase Order to any third party.



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13. KCT may cancel this Purchase Order by written notice to Supplier, without liability, except for any Products and/or Services for which all of the conditions specified above for payment have been satisfied, prior to delivery of the cancellation notice.
14. This IPO shall be governed by and construed in accordance with the laws of Qatar.

Qatari Documentation Requirements In order to ensure all paper works are correct, we would strongly recommend that draft copies of Documents be sent to our office for review & approval.

1. **Original Bill of Lading**; addressed to Consignee (In Case of CFR, CIF shipments by ocean freight)

2. **Certificate of Origin (for orders above 100kgs of chargeable weight) must be as follows:**

- Must be attested by the chamber of commerce at origin.
- Should show the invoice number.

3. **Original Invoice:**

- Original Invoice must be issued on your company letter head
- Invoice No. and Date should be mentioned on the top
- Invoice must be in English
- Description of goods with harmonized system / tariff commodity code
- Country of origin to be mentioned for each item in case of different origins in same invoice
- Quantity, unit and total price of each item should be mentioned.
- Number of boxes / pieces / packages / pallets to be mentioned.
- Net weight should be mentioned.
- Gross weight mentioned, should match with MBL / HBL / AWB or LWB
- Incoterm should be specified in the commercial invoice Ex-works, FAS, FOB, CFR, CIF etc... the freight value and the insurance value to be shown separately, failing which the invoice will be considered as FOB and customs department will add the freight amount from MBL / HBL / AWB or LWB in order to calculate the custom duty fees.
- Currency should be specified (USD, EURO, STG etc...)
- Should be stamped
- Should be signed by an authorized person (representing the company)
- Should be attested by Chamber of Commerce at Origin.

4. **Packing List should be prepared as follows:**

- Original Packing list to be issued by the supplier
- Should show invoice number
- Should be stamped by the supplier
- Should be signed by an authorized person (representing the company)
- Should list all the items in detail (i.e. Quantity, weight (Gross & Net)

Notes:

- Hand written invoice and certificate of origin are not acceptable and incur penalties.
- As per Qatar Customs new rules (Effective: April 1st 2011), all shipment over 100kgs bound to Qatar must be accompanied with Original Invoice and Original Certificate of Origin, Otherwise the shipment could be returned back to origin or at best be penalized and kept on hold at customs warehouse until the original documents are surrendered. We strongly recommend, that all shipments should be accompanied by original invoice and certificate of origin to avoid penalties, delays and storage charges.