



LOCAL PURCHASE ORDER (LPO)

STANDARD TERMS AND CONDITIONS

Please deliver the Products and/or Services listed on the Purchase order, to the mentioned projects site/headquarter, as per the following terms and conditions:

1. By its acceptance of this purchase order, Supplier acknowledges that KCT is purchasing the products and/or services as described on this Purchase Order. KCT's obligation to pay for the products is conditioned upon the occurrence of all of the following:

- (i) receipt, in form satisfactory to KCT of a delivery order of acceptance signed by KCT covering all of the Products and/or Services
- (ii) receipt of the detailed, complete and correct invoice for the Products and/or Services from Supplier.

2. Supplier shall:

- (i) Supply the products and perform the service as KCT may request from time to time, subject to this agreement and the applicable purchase order. 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 and services from any other supplier.
- (ii) Not supply Products or perform Services without a purchase order. KCT may, in its sole discretion, reject any products supplied or services performed without 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 and due and payable by supplier to KCT.

3. Supplier shall bear and insure against the risk of loss and damage to the products and title and risk to the products shall transfer to KCT when they are delivered to KCT's premises.

4. The total price payable by KCT for the products and/or services and any other items are included on this Purchase order. Such amount shall be due and payable within the "payment terms"

5. Supplier's shipment or delivery of the products and/or services shall constitute acceptance by supplier of this purchase order on these terms and conditions. Any preprinted terms and conditions on supplier's verification or acknowledgement of this purchase order shall be of no force or effect.

6. Supplier warrants and covenants to KCT that:

- (i) The Products when delivered shall conform to the specifications or description set out in this Agreement and/or the Purchase Order;
- (ii) The Products shall be of satisfactory quality and fit the purpose held out by Supplier or made known to Supplier and Supplier shall utilize the technical competence, financial capacity, management skills and competent and qualified personnel and equipment necessary to carry out its obligations.
- (iii) Supplier shall promptly remedy, free of charge, any failure of a product to comply with the warranties in this Agreement and 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 diligent 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 of this right of correction to KCT, Supplier's subsequent responses shall not limit KCT's right to correct.

7. The following clauses shall apply:

(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 mark, names or identification whether belonging to supplier or a third party} without the prior written consent of KCT
- (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 Reprinting, Copying etc. Supplier represents, warrants and undertakes that at no time shall it or any of its affiliates} or any of their respective representative} 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 ensure that its Affiliates and their respective representative 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, reproduced and modify any KCT content solely as expressly directed by KCT for use in the manufacture of the products for supply to KCT on to this end, Supplier shall protect all KCT content against unauthorized 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.

8. Supplier shall keep confidential and secure, and not misuse for its own gain or otherwise, any information of 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:

- (i) required by law
- (ii) authorized in writing by KCT, or
- (iii) 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.

9. Supplier may not assign this Purchase Order to any third party.

10. 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.

11. This Purchase Order shall be governed by and construed in accordance with the laws of Qatar.