

PURCHASE CONDITIONS

CONTRACT INFORMATION

This order (the "Order") and the information contained overleaf is an offer. It is accepted when the Seller commences its execution whereupon a contract upon these terms (the "Contract") is formed with **M/s. How United** (the "Purchaser"). If the Seller wishes to depart from or modify the terms of the Contract then notice in writing, specifically relating to the Order, shall be sent by recorded delivery to the address of the Purchaser (as notified for all correspondence) prior to commencement of its execution.

If there is any conflict between the Purchase Conditions and any additional written terms and conditions specified in the Order, the latter shall prevail.

Subject to these Purchase Conditions, any Order given to the Seller by the Purchaser shall constitute an offer by the Purchaser to purchase the Goods in accordance with these Purchase Conditions to the exclusion of any other terms and conditions on the basis of which quotation has been given to the Purchaser or subject to which any Order is accepted or purported to be accepted by the Seller and the Seller acknowledges that these Purchase Conditions shall prevail over any other conditions which may have previously been notified by the Purchaser to the Seller and any previous course of dealing between the Purchaser and the Seller.

1. DEFINITIONS

- 1.1 The "Seller" means the supplier identified overleaf to whom this Order is addressed (including, where applicable, his employees, work people, sub-contractors and agents).
- 1.2 The "Site" means the address identified overleaf to which the goods are, if required, to be delivered.
- 1.3 The "Goods" means the goods and materials identified overleaf.

2. ORDERING/PRICE

- 2.1 The Purchaser shall submit an Order to the Seller which may include details of the quantity, quality and description of any goods applicable specification for the Goods which the Purchaser requires. The written acceptance by the Seller of the Order or the delivery of any Goods by the Seller shall constitute acceptance by the Seller of the Order and these Purchase Conditions.
- 2.2 The Price payable by the Purchaser to the seller (the "Price") shall be, unless otherwise agreed by the parties in writing, as stated in the Order, inclusive, where applicable, of all charges including but not limited to any duties, levels or other import charges, as well as other charges associated with the packaging transportation, shipping, carriage, insurance and delivery of the Goods to the delivery address specified by the Purchaser ("the Delivery Address").
- 2.3 In any event, the Price identified or calculated shall be a fixed price which shall not be subject to any increase or uplift of any kind.

3. QUALITY/SPECIFICATION OF GOODS

- 3.1 It is a condition of the Contract that, unless otherwise specifically agreed between the Purchaser and the Seller in writing, the Goods:
 - (a) Comply with any specification requirements made known to the Seller prior to the date of or within the order; and
 - (b) be of satisfactory quality; and
 - (c) conform with any sample, specification, trade literature, brochure or other document produced by the Seller.

4. DELIVERY

- 4.1 The Goods shall, if required by the Purchaser, be delivered to the Site in accordance with the date(s) made known to the Seller as to which date(s) time shall be of the essence.
- 4.2 The risk in the goods shall pass to the Purchaser upon completion of delivery.
- 4.3 Acceptance of the Goods by the Purchaser at the time of delivery shall constitute their approval by the Purchaser.
- 4.4 Delivery is made entirely at the Seller's risk and the Purchaser accepts no liability for, and further the Seller shall indemnify the Purchaser against, any loss or claim damage or proceeding incurred or caused by the Seller during delivery.
- 4.5 All supplies of Goods shall be accompanied by a prominently placed packing note bearing the Purchaser's Order number, marked in accordance with all applicable regulations and legal requirements as well as any instructions given by the Purchaser in the Order.
- 4.6 The Purchaser shall be entitled to reject any Goods delivered which are not in accordance with the Purchaser's specification or the Order on inspecting them following delivery. The Purchaser will notify the Seller of any Short delivery of the Goods and/or non-conformance of the Goods with any specification from the Purchaser or Order promptly following delivery and the Purchaser shall make the Goods available for collection by the Seller.
- 4.7 If the Goods are to be delivered by installments, the Contract will be treated as a single contract and not severable.

5. BREACH

- 5.1 Where a defect in the Goods is discovered prior to acceptance in accordance with clause 4.3 the Purchaser shall inform the Seller whereupon the Seller shall at its own expense replace the defective Goods.

6. PROPERTY/TITLE - The Seller agrees that the goods delivered to the Site or the Purchaser's premises shall become and be the property of the Purchaser when the Purchaser makes payment in full for the Goods.

7. PAYMENT

- 7.1 Unless otherwise stated in the Order, the Seller shall submit an invoice in respect of the Goods to the Purchaser within 45 days of delivery of the Goods as appropriate. The Purchaser's representative shall then issue a payment certificate within 7 days of receipt of such invoice. Payment will be made within 21 days following the receipt of the payment certificate. For the avoidance of doubt, the making of payment by the Purchaser shall not Prejudice the Purchaser's rights pursuant to Clause 4.6
- 7.2 Each invoices issued by the Seller shall quoted the number of the Order and include other such details as shall enable the Purchaser to identify clearly the Goods to which it relates.

8. WARRANTIES & LIABILITIES

- 8.1 The seller warrants that the Goods shall comply with the Purchaser's specification and that these shall be of merchantable and satisfactory quality, of good materials and workmanship, free from defects and otherwise shall comply with all statutory requirements and regulations.
- 8.2 The Seller warrants to the Purchaser that it has complied with all relevant laws and regulations which are applicable to the supply of the Goods.
- 8.3 Without prejudice to any other remedy, if the Goods are not supplied or performed in accordance with the Contract, prior to acceptance in accordance with clause 4.3, the Purchaser shall be entitled:
 - 8.3.1 to require the Seller to repair the Goods or supply replacement Goods in accordance with the Contract within 15 working days; or
 - 8.3.2 at the Purchaser's sole option, to treat the contract as discharged by the Seller's breach and require full repayment of any part of the Price which has been paid.

9. FORCE MAJEURE - Neither the Seller nor the Purchaser shall be liable for any failure or delay in performing under the Contract which arises from circumstances or occurrences beyond the respective party's reasonable control, including but not limited to acts of God, strikes, lock-outs or other industrial disputes (often than involving either party's own workforce), war, riot, fire, flood or any disaster affecting either the Purchaser or the Seller.

10. TERMINATION

- 10.1 the Purchaser shall be entitled to cancel any Order in respect of all or part of the Goods at any time prior to delivery or performance, by giving 10 working days' written notice to the Seller.
- 10.2 the Seller shall be entitled to terminate any Contract without liability to the Purchaser immediately by giving written notice to the Purchaser, at any time, if:
 - 10.2.1 the Purchaser is in material breach of the Contract and which in the case of a breach capable of being remedied, shall not have been remedied within 30 days of receipt of a written notice from the Seller specifying the breach and requiring it to be remedied.
 - 10.2.2 the Purchaser becomes insolvent or bankrupt; or
 - 10.2.3 the Purchaser's directors resolves to appoint an administrator of that party or to apply to court for an administration order in respect of that party, or that party actually enters into administration; or
 - 10.2.4 the Purchaser suffers the appointment of an administrative, court appointed or other receiver or receiver manager, or similar officer appointed over or in relation to the whole of that party's undertaking, property, revenue or assets, or any material part thereof; or
 - 10.2.5 the Purchaser has, takes, or has taken against it, or in relation to it or any material part of its business, undertaking or assets, any equivalent or analogous finding, step, process or proceedings as in Clauses 10.2.2 and 10.2.4.

11. DATE AND TIME COMPLIANCE - The Seller hereby warrants that neither performance, functionality or operation of any Goods, equipment or systems supplied, nor connected or associated goods, equipment or works shall be adversely affected by the failure of Goods equipment or systems supplied to recognize, treat or establish dates or periods of time correctly and accurately including in particular but without limitation, the effect of such a failure on the capture, saving, retention, correct and accurate manipulation, calculation and processing of data and information.

12. GENERAL

- 12.1 Any notice required to be given by either party to the other under the Contract shall be in writing addressed to the other party at its registered office, principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 12.2 If any provision of the Contract is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.
- 12.3 No waiver by either party of any breach of the Contract shall be considered to be a waiver of any subsequent breach of the same or any other provision.

13. PROPERTY - The proper law of the Contract is the law of the State of QATAR.